

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**IN THE MATTER OF THE INVESTIGATION )**  
**INTO QWEST CORPORATION'S )**  
**COMPLIANCE WITH §271(C) OF THE ) DOCKET NO. UT-003022**  
**TELECOMMUNICATIONS ACT OF 1996. )**  
**\_\_\_\_\_ )**

**REBUTTAL AFFIDAVIT OF**

**BARBARA J. BROHL**

**ON BEHALF OF QWEST CORPORATION**

**REGARDING GENERAL TERMS AND CONDITIONS**

**June 21, 2001**

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1 **IDENTIFICATION OF WITNESS**

2 My name is Barbara Brohl. I am employed by Qwest Information Technologies,  
3 Inc. ("Qwest") as a director in the Information Technologies (IT), Wholesale Systems  
4 department. My business address is 1999 Broadway, 10<sup>th</sup> Floor, Denver, Colorado.

5 Currently, my responsibilities include identifying and managing regulatory issues  
6 surrounding Qwest's operational support systems (OSS) as a result of the  
7 Telecommunications Act of 1996, FCC orders, state commission decisions, and other  
8 legal and regulatory matters. I am responsible for testifying before federal and state  
9 regulatory bodies in arbitration cases, rulemakings and complaint proceedings  
10 concerning conformance with state and federal telecommunications laws and  
11 regulations. Prior to my current assignment, I held several positions within the IT  
12 Organization, specifically: 1) software development, project management, and systems  
13 architecture for Qwest's OSS; and 2) management of the Information Technologies  
14 department's compliance with the restrictions of the Modification of Final Judgment and  
15 the requirements of Open Network Architecture. During that time, I became certified by  
16 the Institute for Certification of Computing Professionals (ICCP) as a Certified  
17 Computing Professional (CCP), and then received a Bachelor of Science degree in  
18 Business / Computer Science from Regis University in 1991. In 1995, I received a Juris  
19 Doctorate degree from the University of Denver, School of Law. I then left U S WEST,  
20 now Qwest, for approximately two years to work as a judicial law clerk for the Colorado  
21 Supreme Court. Since my return, my work has focused on providing regulatory support  
22 to the Wholesale Markets organization.

1 **PURPOSE OF TESTIMONY**

2 I am adopting the Direct Testimony of James H. Allen filed of May 16, 2001. In  
3 this Rebuttal Testimony, I will address the Affidavit of John F. Finnegan on Behalf of  
4 AT&T Regarding Section 12 of Qwest's SGAT dated June 7, 2001 ("AT&T Comments")  
5 and the Direct Testimony of Elizabeth M. Balvin on Behalf of WorldCom, Inc.  
6 Addressing General Terms and Conditions, Section 12 dated June 7, 2001 ("WorldCom  
7 Comments").

8 Attached as Exhibit LBB-4 to the Rebuttal Testimony of Larry B. Brotherson  
9 dated June 21, 2001, is a copy of Qwest's SGAT, reflecting the changes proposed in my  
10 testimony.

11 **INTRODUCTION**

12 In my rebuttal testimony, I will first address the comments concerning Qwest's  
13 CICMP and will then address the comments concerning Section 12 of the SGAT. As  
14 with AT&T and WorldCom's comments, my testimony will generally be organized to  
15 follow the numerical sequence of Qwest's SGAT.

16 As James Allen explained in his Direct Testimony of May 16, 2001, Qwest has  
17 developed the Co-Provider Change Management Process ("CICMP") to provide a forum  
18 for CLECs and Qwest to discuss Qwest's products, processes, technical publications  
19 and OSS interfaces. The CICMP includes regularly scheduled, monthly change  
20 management meetings. It also provides a process for Qwest to communicate to CLECs

1 changes to Qwest's products, processes, technical publications and operational support  
2 systems ("OSS") interfaces. In this testimony, I explain a proposal Qwest has made to  
3 revise its CICMP process to meet the concerns expressed by CLECs. I have attached  
4 as Exhibit BJB-3 a copy of the proposal Qwest has made to CLECs in CICMP.

5 Exhibit LBB-4 contains Qwest's proposed changes to SGAT Section 12, which  
6 addresses access to Qwest's OSS. In Section 12, Qwest commits to meet its legal  
7 obligations to provide access to OSS. Section 12 generally describes the interfaces  
8 that will be available for CLECs to access Qwest's OSS.

## 9 TESTIMONY

### 10 A. Change Management Process (CICMP)

11 In Mr. Allen's testimony of May 16, 2001, he discussed the Qwest CICMP and  
12 attached two exhibits. Exhibit JHA-2 was the governing document for the CICMP  
13 process, "Qwest Wholesale Program Co-Provider Change Management Process," and  
14 Exhibit JHA-3, "Qwest Wholesale Program Co-Provider Industry Change Management  
15 Process – Escalation Process," detailed the CICMP escalation process. These  
16 documents are attached as Exhibits G and H, respectively, to the SGAT, referenced in  
17 Section 12.2.6 of the SGAT, and publicly available at  
18 <http://www.qwest.com/wholesale/cicmp/index.html>.

19 CICMP meetings are held on a monthly basis with the option of holding additional  
20 ad hoc meetings to discuss specific topics or issues. Qwest provides an agenda five

1 days prior to the meeting and allows CLECs to add discussion items up to the day of the  
2 meeting. Qwest provides the final agenda and meeting materials (i.e., Change Request  
3 Log, recently submitted Change Request forms, Issues and Action Items Log) before  
4 each CICMP meeting. To optimize flexibility, Qwest allows CLECs to input agenda  
5 items up to the day of the meeting and provides hard copies of the material at the  
6 meetings. On-going reviews of the CICMP process occur at each CICMP meeting to  
7 provide CLECs the opportunity to express concerns or suggest changes. This level of  
8 flexibility was instituted at the request of CLECs regularly in attendance at these  
9 meetings.

10 Qwest's proposal for a revised CICMP includes a process for consideration of  
11 proposals for, and notification of, changes to OSS interfaces. The revised process  
12 includes a 12-month developmental view, early consideration of proposed changes, and  
13 a notification process for new releases. On a quarterly basis, Qwest will share with  
14 CLECs its 12-month development view that includes all proposals that impact CLECs—  
15 those initiated by Qwest and CLECs. The 12-month view will show, at a high-level,  
16 development plans for all OSS interfaces Qwest provides to CLECs. CLECs will then  
17 have an opportunity to provide Qwest with input to the development plan.

18 Qwest proposes to walk through the draft release requirements with any CLEC  
19 technical subject matter experts such as system architects, designers, etc. The walk-  
20 throughs will afford CLECs an accelerated understanding of the release requirements

1 and will provide Qwest with CLEC upgrades/comments before final requirements are  
2 issued.

3 Qwest proposes to add to its change management program criteria for  
4 introducing new interfaces and retiring interfaces with proper timeframes for transition  
5 planning. This will include scheduling introductory-informational meetings with CLECs  
6 in advance of introducing a new application-to-application interface. A similar type of  
7 meeting will be held eight weeks in advance of introducing a new Graphical User  
8 Interface (GUI). In addition, Qwest proposes to notify CLECs in advance of retiring an  
9 interface.

10 Qwest proposes that the CICMP participants develop a detailed process for  
11 product/process and technical changes, along with an implementation schedule for the  
12 new process. Qwest proposes the following categories and time frames for  
13 product/process and technical publication changes:

- 14 • Category One: (CLEC M&P Changes) — Qwest will provide final notice no  
15 less than 30 days before the planned implementation date for changes in  
16 process or policy that may affect CLEC processes and/or change operating  
17 procedures. A walk-through, if necessary and requested, of a Category  
18 One process change or introduction of a new process will be conducted by  
19 Qwest's experts with CLECs. In addition, CLECs will have the opportunity  
20 to comment on the process before a final notice is issued.

- 1           • Category Two: (Informational only) — Qwest will provide final notice no  
2           less than 15 days before the planned implementation date of changes that  
3           would not require significant CLECs extensive modifications.
- 4           • Category Three: (Exception Changes) — Qwest and CLECs will negotiate  
5           the date to implement exception changes on an expedited basis that are  
6           necessary and/or beneficial and do not fall under Category One or  
7           Category Two.

8           The CICMP parties will negotiate a detailed escalation and dispute resolution  
9           process.

10           Mr. Finnegan of AT&T notes that in a previous workshop Qwest committed that  
11           within 45 days of closing a workshop, "it will update its technical publications, product  
12           catalog . . . . and product documentation for CLECs to reflect the agreements made in  
13           the workshop . . . ." AT&T Comments at 14. Qwest acknowledges this commitment  
14           and has implemented a complete and comprehensive project to update and improve its  
15           documentation for CLECs. Qwest should complete that effort in the next several weeks  
16           and will send the new and improved documentation to CICMP for review and input.

17           AT&T also notes that the CICMP was initially intended for systems and was later  
18           expanded to handle product, process and technical publications. This is true, as Mr.  
19           Allen made plain in his testimony. AT&T proposed that Qwest commit to this expanded  
20           scope. AT&T Comments at 14. I do not know what commitment is necessary beyond



1 what Mr. Allen said in his testimony and is plain from the attached exhibits and Section  
2 12.2.6.

3 AT&T cites a commitment Qwest made in the State of Washington. In the  
4 Washington workshop, Qwest committed to distribute certain CICMP notices to all of the  
5 parties in the workshop. To date, there has not been any material that is required to be  
6 sent pursuant to the Washington workshop. Regardless, Qwest will produce at this  
7 workshop all materials circulated through CICMP during the last six months, and it will  
8 send those documents to the service lists of the workshops.

9 AT&T presents the FCC's list of five elements an RBOC should establish during  
10 its 271 application regarding change management. These five elements are:

11 (1) that information relating to the change management process is clearly  
12 organized and readily accessible to competing carriers; (2) that competing  
13 carriers had substantial input in the design and continued operation of the  
14 change management process; (3) that the change management plan defines a  
15 procedure for the timely resolution of change management disputes; (4) the  
16 availability of a stable testing environment that mirrors production; and (5) the  
17 efficacy of the documentation the BOC makes available for the purpose of  
18 building an electronic gateway.<sup>1</sup>

19 AT&T claims that the documentation in Mr. Allen's testimony does not  
20 demonstrate that the Qwest CICMP meets the FCC's requirements. The purpose of

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<sup>1</sup> SWBT Texas 271 Order at ¶108.

1 this workshop is to review Section 12, not to conduct a factual evaluation of Qwest's  
2 CICMP process, which is being evaluated in the ROC OSS test. I will address each of  
3 these points, as presented by AT&T.

4 **1. Is information relating to the change management process**  
5 **clearly organized and readily accessible to competing**  
6 **carriers?**  
7

8 AT&T questions the logical presentation and layout of the materials in Exhibit  
9 JHA-2 of Mr. Allen's testimony. Qwest developed the current CICMP process and  
10 presented it to the CLECs through CICMP for comments and suggestions when CICMP  
11 was started. Qwest incorporated suggested changes from CICMP participants then.  
12 Qwest has not received any change requests ("CRs") from CICMP participants  
13 complaining about any supposed lack of clarity. Qwest believes if there were any  
14 unclear elements within the CICMP governing document, CLECs would have  
15 commented at the time of its creation or would have submitted CRs to request a change  
16 to the document. Nevertheless, Qwest has proposed revisions to the CICMP  
17 documents, and the details of the revised documents will be worked out in CICMP  
18 meetings.

19 AT&T also claims that the information filed in Mr. Allen's testimony is incomplete  
20 and notes that the URL that Mr. Allen referenced in his testimony was  
21 <http://www.qwest.com/wholesale/cicmp/index.html>, whereas the URL listed in Exhibits  
22 JHA-2 and JHA-3 is <http://www.uswest.com/wholesale/cicmp/index.html>. The difference

1 is "qwest" rather than "uswest". Qwest has updated the CICMP governance document  
2 to reflect the URL change to "qwest."

3 AT&T comments that the time interval for each CICMP process and sub-process  
4 is confusing. In the CICMP governance document, each process and sub-process is  
5 presented on pages 7 to 17. Within each sub-process, the last field is titled "Interval,"  
6 and in this field, the time duration is clearly defined, when possible.

7 AT&T does not present any suggestions regarding possible improvements, and  
8 no CLEC has submitted a CR regarding intervals. Absent clear suggestions from AT&T  
9 and CRs from CLECs, it is reasonable to conclude that the CR processing time frames  
10 are clear.

11 AT&T suggests there is no explanation of Qwest's escalation process. Attached  
12 to Mr. Allen's testimony as Exhibit JHA-3 is the Qwest Wholesale Program Co-Provider  
13 Industry Change Management Process – Escalation Process. This eight-page  
14 document details the escalation process and breaks it into three separate categories: (i)  
15 Systems Escalation Process; (ii) Product Escalation Process; and (iii) Process  
16 Escalation Process. Qwest believes the escalation process is clearly detailed,  
17 identifying roles, responsibilities and contacts.

18 AT&T and WorldCom question whether Qwest makes the final decision in any  
19 escalation. Qwest's proposal for a revised CICMP includes a provision that the parties  
20 will work out the details of a new escalation and dispute resolution process. To date,

1 Qwest and the CLECs have not reached an impasse on any escalated CR presented  
2 through CICMP.

3 AT&T comments that "The FCC noted that SWBT's change management  
4 process was designed to accommodate five different types of changes: emergency  
5 changes; regulatory changes; changes in industry standards; changes initiated by  
6 SWBT; and changes requested by competing carriers." AT&T Comments at pages 17  
7 to 18. AT&T claims that "CICMP seems to have only two categories, CLEC requested  
8 changes in the form of CRs and Qwest directed changes in the form of RNs." Qwest's  
9 new CICMP proposal provides for the same five types of changes as SBC. Qwest  
10 proposes to incorporate into the CICMP, Qwest-initiated CRs that impact CLECs.  
11 Qwest will classify CRs by severity type and prioritize CRs by level of severity. Change  
12 requests will fall into one of the following classifications:

13 Type 1: Production Support Change

14 Type 2: Regulatory Change

15 Type 3: Industry Guideline Change

16 Type 4: Qwest Originated Change

17 Type 5: CLEC Originated Change

18

19 Both AT&T and WorldCom request that Qwest incorporate into the current  
20 CICMP all CRs, as detailed in the five different type of changes. Qwest's revised  
21 CICMP proposal provides for collaborative evaluation of Qwest-initiated CRs.

1           AT&T comments on the reference to a "Joint Implementation Agreement" that  
2 "must be executed" in Part II of Exhibit JHA-2 of Mr. Allen's testimony. Qwest has  
3 replaced this terminology with "agreed upon project plan." AT&T has an agreed-upon  
4 project plan for EDI development. Contrary to AT&T's accusation, Qwest's change in  
5 terminology does not evidence any lack of compliance with the FCC's requirements.

6           WorldCom states that it objects to not being able to vote on IMA EDI CRs, but  
7 fails to state it does vote on IMA GUI CRs. WorldCom Comments at pages 5 to 6.  
8 WorldCom is not an EDI user and has no project plan to become an EDI user in the  
9 future. WorldCom has made a choice not to develop a project plan for the IMA EDI, and  
10 Qwest cannot alter that decision. Only those CLECs that use the EDI interface, or  
11 those with an agreed-upon project plan, should be entitled to vote on modifications.

12           AT&T questions what happens when a CLEC presents a CR that does not  
13 receive concurrence from other CICMP participants. That CR would be handled in  
14 accordance with the procedures detailed in the CICMP escalation document. AT&T  
15 states "AT&T's experience is that Qwest cancels the CR because they are CLEC-  
16 specific." AT&T Comments at page 18. Qwest does not understand this comment  
17 because it has not reached impasse with AT&T or any other CLEC regarding such a  
18 CR.

19           AT&T asks whether there is a set timeframe for an account team to respond that  
20 a request should be handled through CICMP. Qwest has not established such an

1 timeframe. So far, there has not been an established need for one. The account teams  
2 respond as quickly as possible.

3 AT&T questions whether the Qwest CICMP is subject to performance  
4 measurements. As AT&T is well aware, measurements are being developed in the  
5 Regional Oversight Committee (ROC) Third Party Test process.

6 AT&T observes that in page 5 of Exhibit JHA-2, the listed Process Categories  
7 include Pre-Ordering, Ordering, Billing, and Repair, but not Maintenance. After  
8 reviewing the document, Qwest has updated the document to change the last category  
9 to "Maintenance and Repair."

10 AT&T states the CICMP governance document does not reference the frequency  
11 of CICMP meetings. To the contrary, the frequency (monthly) is referenced in pages 9,  
12 10 and 11. The meetings are in Denver, and all information regarding them is publicly  
13 available on the Qwest web site.

14 AT&T inquires what "rights CLECs have to influence or reject Qwest's decisions  
15 to change products or processes that affect CLEC's rights under their interconnection  
16 agreement or that might impact the results of measurements made under the  
17 Performance Indicator Definitions (PIDs)." The current CICMP process allows for these  
18 considerations. Each CICMP session has an agenda item for CLECs to communicate  
19 any concerns or needs.

1 AT&T identifies the CICMP as a "change notification process." That is not  
2 accurate. The CICMP process is both a change notification process and a change  
3 request process as described in detail in the CICMP documentation. It is designed for  
4 CLECs to request changes and influence the development of interfaces and processes.

5 AT&T questions what a Proprietary CR is in the CICMP. Each CR has a field  
6 that the CLEC can select "Proprietary for submission to Account Manager Only? Yes,  
7 No." Thus, the CLEC, not Qwest, determines whether it wants to designate a CR as  
8 proprietary and not be shared with other CLECs. See the "Co-Provider Change  
9 Request Form" in Exhibit JHA-2 of Mr. Allen's testimony.

10 Section 12.2.6.2 in the SGAT states "Release updates will be based on  
11 regulatory obligations as dictated by the FCC or Commissions and, as time permits, the  
12 agreed upon changes requested by the CLEC Industry Change Management Process  
13 (CICMP)." AT&T requests the prioritization process of these CRs. Any CR generated  
14 by a regulatory requirement has the highest priority for systems, product or process  
15 development.

16 AT&T questions the testing process permitted or available to CLECs, as testing  
17 is not referenced in the current CICMP governance document. Qwest has included  
18 testing information in SGAT Section 12.2.9, rather than in the CICMP document.

19 AT&T asks how far in advance the EDI Draft Developer Worksheets are available.  
20 In its revised CICMP proposal, Qwest proposes to improve its application-to-application

1 notification process to meet the intervals for application-to-application interfaces  
2 proposed at the Ordering and Billing Forum (OBF), Issue 2233.

3 AT&T inquires as to the identity of "The CICMP document" noted in Exhibit JHA-  
4 3, page 3. The referenced document is the CICMP governance document, which was  
5 included as Exhibit JHA-2 to Mr. Allen's testimony. Qwest is currently modifying the  
6 document title to "Qwest CICMP Charter Document" to eliminate any confusion.

7 **2. Did competing carriers have substantial input in the design**  
8 **and continued operation of the change management process?**  
9

10 AT&T complains, "As noted under subsection (a) above, within this subsection  
11 too, Qwest has put no evidence into the record to demonstrate that CLECs had  
12 substantial input in the design and continued operation of the CICMP. In order to meet  
13 this part of the FCC's test, Qwest must provide such evidence and allow CLECs and  
14 commissions to evaluate such evidence and make a determination." AT&T Comments  
15 at page 23. To the contrary, when Qwest initiated the creation of the CICMP, Qwest  
16 presented a draft of the proposed process to the CLECs. CLECs had an opportunity to  
17 review and comment on the process. In addition, in each CICMP monthly meeting,  
18 CLECs have an opportunity to comment upon and request CICMP enhancements as a  
19 specific agenda item at each meeting. Therefore, Qwest has developed a process in  
20 collaboration with CLECs.



1           Nevertheless, Qwest is submitting its revised proposal to the CICMP. Qwest will  
2 propose a series of CICMP meetings to develop the details of a new CICMP process.  
3 Furthermore, this workshop provides another forum for CLECs to provide input into the  
4 CICMP process.

5           In support of its observation that there have been complaints by CLECs  
6 regarding CICMP, AT&T included Exhibit JFF-4 to its comments. In response to that  
7 letter, Qwest: (1) has made SMEs available during the CICMP when possible; (2)  
8 modified its approach by seeking clarification on CLEC issues prior to the meetings,  
9 when possible; (3) slowed down the pace of meetings and separated them into two  
10 separate sessions -- Systems and Product/Process; and (4) provided an overview of  
11 various systems.

12                           **3. Does the change management plan define a procedure for the**  
13                           **timely resolution of change management disputes?**

14  
15           AT&T states "CICMP does not define a procedure for the timely resolution of  
16 change management disputes." AT&T Comments at page 23. To the contrary, Exhibit  
17 JHA-2 to Mr. Allen's testimony clearly defines the process and timeline. Each step of  
18 the escalation process is detailed with the specific interval. Escalation is addressed in  
19 the CICMP governance document, Exhibit JHA-3 to Mr. Allen's testimony, and the entire  
20 escalation process, including dispute resolution, is documented with specific roles,  
21 responsibilities and timelines.

1 Qwest's proposal for a revised CICMP includes a provision that the parties will  
2 work out the details of a new escalation and dispute resolution process.

3 **4. Does Qwest have a stable test environment that mirrors**  
4 **production?**

5

6 I will address AT&T's statements regarding this issue later in my testimony.

7 **5. What is the efficacy of the documentation that Qwest makes**  
8 **available for the purpose of building an electronic gateway?**

9

10 AT&T says that this question cannot be answered yet in this proceeding because  
11 Qwest has filed no documentation regarding the building of an electronic gateway.  
12 AT&T Comments at page 26. Because this issue is being completely evaluated during  
13 the ROC OSS test, there is no need to readdress the issue during this General Terms  
14 and Conditions Workshop.

15 The Disclosure Documentation is on the Qwest external web site for CLECs'  
16 access at <http://www.qwest.com/disclosures/netdisclosure409.html>.

17 AT&T also claims that Qwest has provided no information on the training,  
18 technical assistance and help desk support functions it provides to CLECs in order to  
19 give them nondiscriminatory access to Qwest's OSS. Once again, this issue is being

1 completely evaluated during the ROC OSS test and is not appropriate for this General  
2 Terms and Conditions Workshop.

3 **B. Section 12.0 -- Access to Operational Support Systems (OSS)**

4 In this second portion of my testimony, I will address the comments of AT&T and  
5 WorldCom concerning Section 12 of the SGAT.

6 **1. Section 12.1**

7  
8 **Section 12.1.1** Section 12.1.1 commits Qwest to notify CLECs of changes  
9 to the electronic interfaces as technology evolves "consistent with this Section." AT&T  
10 requests that Qwest clarify this reference. Qwest will modify the stated reference to  
11 read "consistent with the provisions of the Change Management Process set forth in  
12 Section 12.2.6." Qwest also accepts WorldCom's request the last sentence of this  
13 section be modified to add "Qwest legacy systems improve, or CLEC needs require."  
14 Section 12.1.1, as modified, reads as follows:

15 12.1.1 Qwest has developed and shall continue to provide  
16 Operational Support Systems (OSS) interfaces using electronic gateways.  
17 These gateways act as a mediation or control point between CLEC's and  
18 Qwest's OSS. These gateways provide security for the interfaces,  
19 protecting the integrity of the Qwest OSS and databases. Qwest's OSS  
20 interfaces have been developed to support Pre-ordering, Ordering and  
21 Provisioning, Maintenance and Repair and Billing. This section describes  
22 the interfaces that Qwest has developed and shall provide to CLEC.  
23 Additional technical information and details shall be provided by Qwest in  
24 training sessions and documentation, such as the "Interconnect Mediated  
25 Access User's Guide." Qwest will continue to make improvements to the

1 electronic interfaces as technology evolves, Qwest legacy systems  
2 improve, or CLEC needs require, providing notification to CLEC consistent  
3 with the provisions of ~~this~~ the Change Management Process set forth in  
4 Section 12.2.6.

5  
6 **Section 12.1.2.** AT&T requests that Qwest add “interconnection services” to  
7 the first sentence of 12.1.2. AT&T Comments at page 5. In the Arizona workshops,  
8 Qwest and AT&T resolved this issue by making the changes to Section 12.1.2 as shown  
9 below.

10 AT&T also requests inclusion of service standards, measurements and  
11 performance incentives. The ROC performance standards are set forth in Section 20 of  
12 the SGAT, and Qwest will add a reference to Section 20 in Section 12.1.2. Qwest will  
13 comply with standards for access to OSS set forth in Section 20.

14 AT&T further requests that Qwest clarify how it will disclose to the CLEC internal  
15 business rules and other formatting information necessary for efficient processing of  
16 requests and orders. AT&T Comments at page 6. Qwest has added clarifying  
17 language to Section 12.1.2 of the SGAT.

18 Finally, AT&T requests that Qwest clarify what it considers the “reasonably  
19 foreseeable demand” that Qwest’s OSS will accommodate. AT&T Comments at page  
20 6. The SGAT language is clear and appropriate for a contractual document such as the  
21 SGAT.

1 Qwest cannot accept WorldCom's proposed revisions to the language of Section  
2 12.1.2. As modified through the incorporation of some of AT&T's suggestions, this  
3 section now reads as follows:

4 12.1.2 Through its electronic gateways and manual processes,  
5 Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for  
6 Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and  
7 Billing ~~functions for resale and unbundled network elements~~. For those  
8 functions with a retail analogue, such as pre-ordering and ordering and  
9 provisioning of resold services, Qwest shall provide CLEC access to its  
10 OSS in substantially the same time and manner as it provides to itself.  
11 For those functions with no retail analogue, such as pre-ordering and  
12 ordering and provisioning of unbundled elements, Qwest shall provide  
13 CLEC access to Qwest's OSS sufficient to allow a competitor a  
14 meaningful opportunity to compete. Qwest will comply with the standards  
15 for access to OSS set forth in Section 20. Qwest shall deploy the  
16 necessary systems and personnel to provide sufficient access to each of  
17 the necessary OSS functions. Qwest shall provide assistance for CLEC to  
18 understand how to implement and use all of the available OSS functions.  
19 Qwest shall provide CLEC sufficient electronic and manual interfaces to  
20 allow CLEC equivalent access to all of the necessary OSS functions.  
21 Through its website, training, disclosure documentation and development  
22 assistance, Qwest shall disclose to CLEC any internal business rules and  
23 other formatting information necessary to ensure that CLEC's requests  
24 and orders are processed efficiently. Qwest shall provide training to  
25 enable CLEC to devise its own course work for its own employees.  
26 Through its documentation, Qwest will identify how its interface differs  
27 from national guidelines or standards. Qwest shall provide OSS designed  
28 to accommodate both current demand and reasonably foreseeable  
29 demand.

30

31

1 **2. Section 12.2**

2

3 **Section 12.2.1.** AT&T inquires what Qwest requires for an LSR to be  
4 complete and accurate, as specified in Section 12.2.1. AT&T Comments at page 7.  
5 Products and services are ordered through standard industry guidelines produced by  
6 the Ordering and Billing Forum (OBF). In order to have a "complete and accurate" LSR,  
7 CLECs need to complete the appropriate fields within the Local Service Request (LSR),  
8 according to the EDI Developer Worksheets.

9 WorldCom requests that Qwest document where variations to the OBF may  
10 exist. Qwest has revised Section 12.1.2 to add this commitment.

11 WorldCom requests the inclusion of Interconnection Imaging System ("IIS") in  
12 Section 12.2.1. IIS is a tool used internally by Qwest to manage fax requests. It is not  
13 an interface offered to CLECs.

14 AT&T further requests the addition of the following language to Section 12.2.1.2:

15 Industry standards do not currently exist for the ordering of all Services.  
16 Therefore, until such standard industry order formats and data elements  
17 are developed by the OBF for a particular Service, Qwest and CLEC will  
18 use the Change Management process to agree on a format or data  
19 elements to be used to address the specific data requirements necessary  
20 for the ordering of those Services. When an OBF standard or format is  
21 subsequently adopted, the Parties will use such standard or format in lieu  
22 of any other standard or format, unless, pursuant to the Change  
23 Management process, there is agreement to continue to use a non-OBF  
24 standard or format.

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Qwest is interested in having such discussions with CLECs, and welcomes having them through CICMP. Qwest has developed line sharing and dark fiber unbundling in collaboration with CLECs. However, Qwest cannot agree to the language, as its internal legacy systems sometimes require deviation from OBF guidelines.

WorldCom and AT&T have requested that Qwest replace the functionality language in Section 12.2.1.4. Qwest agrees to modify this section as follows:

12.2.1.4 ~~Functions~~

12.2.1.4.1 ~~Pre-Ordering~~ ~~Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at [http://www.uswest.com/carrier/training/imauser\\_42.html](http://www.uswest.com/carrier/training/imauser_42.html). Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:~~

12.2.1.4.1.1 Features, services and Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll available at a valid service address;

12.2.1.4.1.2 Access to customer service records (CSRs) for Qwest retail or resale end users. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity;

12.2.1.4.1.3 Telephone number request and selection;

12.2.1.4.1.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician;

12.2.1.4.1.5 Information regarding whether dispatch is required for

1 service installation and available installation appointments;

2 12.2.1.4.1.6 Service address verification;

3 12.2.1.4.1.7 Facility availability, loop qualification and loop make-  
4 up information, including, but not limited to, loop length, presence of  
5 bridged taps, repeaters, and loading coils. This Section  
6 12.2.1.4.1.7 shall apply only to CLEC orders for unbundled loops or  
7 loop combinations.

8 12.2.1.4.2 ~~Ordering and Provisioning~~ ~~Ordering and Provisioning~~

9  
10 Submitting an LSR will result in the provisioning and installation, if  
11 necessary, of an end user's service. The functional set associated with  
12 ordering is described in the IMA User's Guide located at  
13 [http://www.uswest.com/carrier/training/imauser\\_42.html](http://www.uswest.com/carrier/training/imauser_42.html). Qwest will provide  
14 access to ordering and status functions. CLEC will format the service  
15 request to identify what features, services, or elements it wishes Qwest to  
16 provision in accordance with Qwest's published business rules. mutually  
17 agreeable ordering requirements.

18 12.2.1.4.2.1 Qwest shall provide all provisioning services to CLEC  
19 during the same business hours that Qwest provisions services for  
20 its end user customers.

21 12.2.1.4.2.2 When CLEC places an electronic order, Qwest will  
22 provide CLEC with an electronic firm order confirmation notice.  
23 The confirmation notice will follow industry-standard formats. Upon  
24 completion of the order, Qwest will provide CLEC with an electronic  
25 completion notice which follows industry-standard formats and  
26 which states when the order was completed.

27 12.2.1.4.2.3 When CLEC places an electronic order, Qwest shall  
28 provide notification electronically of any instances when (1) Qwest's  
29 Committed Due Dates are in jeopardy of not being met by Qwest  
30 on any service or (2) an order is rejected. The standards for  
31 returning such notices are set forth in Section 20.

32  
33 Both WorldCom and AT&T address Section 12.2.1.5.3 Dial-Up Capabilities, and  
34 both request additional language. Qwest proposes modifying this section to incorporate  
35 both AT&T and WorldCom's comments to read as follows:



1 12.2.1.5.3 When CLEC requests from Qwest more than fifty (50)  
2 SecurIDs for use by CLEC customer service representatives at a single  
3 CLEC location, and for access to IMA GUI, CLEC shall use a T1 line  
4 instead of dial-up capabilities access at that location. If CLEC is obtaining  
5 the T1 line from Qwest, then CLEC shall be able to use SecurIDs until  
6 such time as Qwest provisions the T1 line and the line permits pre-  
7 ordering and order information to be exchanged between Qwest and  
8 CLEC.

9  
10 WorldCom requests in Sections 12.2.1.6.1 and 12.2.1.7 that Qwest provide any  
11 exceptions to the ASR process to CLECs. Qwest will add WorldCom's language, with  
12 the clarification that OBF provides guidelines, rather than standards. As modified, these  
13 sections read as follows:

14 ~~12.2.1.6.1 The Exchange Access Control and Tracking (EXACT)~~  
15 ~~system may be used for orders placed using the ASR process. EXACT~~  
16 ~~is~~ Qwest shall provide a computer-to-computer batch file interface for  
17 submission of ASRs based upon the OBF Access Service Order  
18 Guidelines (ASOG). The EXACT interface accepts a batch file that is  
19 transmitted via a Network Data Mover (NDM) connection to Qwest from  
20 CLEC. It is CLEC's responsibility to obtain the appropriate software to  
21 interface with Qwest's EXACT system. The EXACT functions are  
22 documented in the Access Service Ordering Guide. This guide is  
23 produced by and can be obtained from Alliance for Telecommunications  
24 Industry Solution (ATIS). Qwest shall supply exceptions to these  
25 guidelines in writing in sufficient time for CLEC to adjust system  
26 requirements.

27 12.2.1.7 Facility Based EDI Listing Process

28 ~~The~~ Qwest shall provide a Facility Based EDI Listing Process is a single  
29 interface from CLEC to Qwest interface to enable CLEC listing data to be  
30 transferred and passed into the Qwest listing database. This interface is  
31 based upon OBF LSOG and ANSI ASC X12 standards. This interface  
32 enables CLEC listing data to be translated and passed into the Qwest  
33 listing database. After Qwest's daily batch processing, a  
34 Confirmation/Completion record (for every PON provided on input) is  
35 returned to CLEC via an EDI 855 transaction. Qwest shall supply

1 exceptions to these guidelines in accordance with established Change  
2 Control Procedures set forth in the CICMP Process.

3  
4 AT&T has proposed a new section, 12.2.1.10. Qwest is willing to develop a joint  
5 contingency and disaster recovery plan and requests that AT&T make a CR to be  
6 discussed in the CICMP. Qwest will add the language requested as Section 12.2.1.8:

7 12.2.1.8 Qwest and CLEC will establish interface contingency plans  
8 and disaster recovery plans for the interfaces described in this Section.

9  
10 **Section 12.2.2.** WorldCom requested "IMA" be inserted in 12.2.2.1. IMA  
11 does not provide maintenance and repair functionality.

12 AT&T requests the following modification to Section 12.2.2.1, which Qwest is  
13 willing to accept. (These changes are superimposed on earlier changes to this  
14 section.):

15 Section 12.2.2.1 Qwest shall provide electronic interface gateways,  
16 including an electronic bonding interface and a GUI interface, for  
17 reviewing a customer's trouble history at a specific location, conducting  
18 testing of a customer's service and reporting trouble where applicable, to  
19 Maintenance and Repair electronic interfaces support the tracking and  
20 resolution of end user's repair and maintenance needs as reported to  
21 CLEC. They facilitate the exchange of updated information and progress  
22 reports between Qwest and CLEC while the Trouble Report (TR) is open  
23 and a Qwest technician is working on the resolution.

24  
25 WorldCom questions why Qwest has removed Sections 12.2.2.3 and 12.2.2.4.  
26 Qwest has removed the specifications because they are provided either in the

1 Electronic Bonding Trouble Administration Joint Implementation Agreement ("EB-TA  
2 JIA"), which I have attached as Exhibit BJB-2, or in the CEMR User Guide. Technical  
3 specifications should be included in supporting documentation rather than the SGAT.

4 **Section 12.2.3.** For Sections 12.2.3.1 through 12.2.3.3, AT&T requests that  
5 interfaces be available to CLECs twenty-four hours a day, seven days a week.  
6 Alternatively, if Qwest limits the hours the interface is available, AT&T requests that  
7 Qwest agree not to schedule maintenance during scheduled availability hours. Qwest  
8 cannot agree to either one of these requests. It is unreasonable to expect that systems  
9 can be available twenty-four hours a day, seven days a week, as substantial daily and  
10 weekly maintenance activities are required. In addition, certain circumstances require  
11 scheduled maintenance during normal operational hours, such as during NPA split  
12 activities that require systems unavailability for an entire weekend. In cases of  
13 scheduled downtime, Qwest will notify CLECs pursuant to any PID requirement.

14 AT&T requests two different notification timeframes -- 15 days in Section 12.2.3.2  
15 and 10 days in Section 12.3.10.2. In PID discussions, Qwest has committed to 48-hour  
16 notice.

17 **Section 12.2.4.** WorldCom requests that modifications to CRIS billing  
18 guidelines be documented in Section 12.2.4.2. Qwest will add WorldCom's language,  
19 with the clarification that OBF provides guidelines, rather than standards. As modified,  
20 this section reads as follows:

1           12.2.4.2     For products billed out of the Qwest Customer Record  
2 Information System (CRIS), Qwest will utilize the existing EDI standard for  
3 the transmission of monthly local billing information. EDI is an established  
4 standard under the auspices of the ANSI/ASC X12 Committee. A proper  
5 subset of this specification has been adopted by the Telecommunications  
6 Industry Forum (TCIF) as the "811 Guidelines" specifically for the  
7 purposes of telecommunications billing. Any deviance from these  
8 standards and guidelines shall be documented and accessible to CLEC.

9  
10           **Section 12.2.5.**     AT&T has requested that Qwest provide reports on both  
11 Interim Number Portability ("INP") and Local Number Portability ("LNP"). AT&T  
12 Comments at page 13. At this time, Qwest is able to provide INP reports, but not LNP  
13 reports.

14           AT&T requests the inclusion of "Billing" to "Completion Report" in Section  
15 12.2.5.2.5. If Qwest changed the title to "Billing Completion Report," I believe that  
16 CLECs would interpret that report to mean that Qwest has completed billing, whereas  
17 all that has completed is the service order.

18           WorldCom questions what is intended by the phrase "with existing inter-company  
19 agreements" in Section 12.2.5.2.3. Qwest has several billing and collection agreements  
20 in place, in accordance with the SGAT to handle these functions.

21           Qwest does not accept WorldCom's modification to Section 12.2.5.2.4(a) to  
22 change "Number Portability" to "Local Number Portability" because Qwest is unable to  
23 provide this information for LNP. Qwest does accept WorldCom's request to add UNE-

1 P under Section 12.2.5.2.4(e), but with "for POTS" added to the end. As modified, this  
2 section would read as follows:

3 12.2.5.2.4 Loss Report provides CLEC with a daily report that contains  
4 a list of accounts that have had lines and/or services disconnected. This  
5 may indicate that the end user has changed CLECs or removed services  
6 from an existing account. This report also details the order number,  
7 service name and address, and date this change was made. Individual  
8 reports will be provided for the following list of products:

- 9 a) Interim Number Portability;  
10 b) Resale;  
11 c) Unbundled Loop;  
12 d) Unbundled Line-side Switch Port; and  
13 e) UNE-P for POTS.

14 ~~This report media is described in the Interconnect and Resale Resource~~  
15 ~~Guide located at~~  
16 ~~[http://www.uswest.com/carrier/guides/resource\\_guides.html](http://www.uswest.com/carrier/guides/resource_guides.html).~~

17 12.2.5.2.5 Completion Report provides CLEC with a daily report. This  
18 report is used to advise CLEC that the order(s) for the service(s)  
19 requested is complete. It details the order number, service name and  
20 address and date this change was completed. Individual reports will be  
21 provided for the following list of products:

- 22 a) Interim Number Portability;  
23 b) Resale;  
24 c) Unbundled Loop; ~~and~~  
25 d) Unbundled Line-side Switch-; ~~and~~  
26 e) UNE-P for POTS.

27 ~~This report media is described in the Interconnect and Resale Resource~~  
28 ~~Guide located at~~  
29 ~~[http://www.uswest.com/carrier/guides/resource\\_guides.html](http://www.uswest.com/carrier/guides/resource_guides.html).~~

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WorldCom identified an outdated URL in Section 12.2.5.2.7. As amended, this section should read as follows:

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

~~Qwest will post t~~The transmission method/media types available for these mechanized records ~~on its website. are available the Interconnect and Resale Resource Guide located at <http://www.quswesr.com/wholesale/clecs/index/carrier/guides/resources-guides.html>.~~

**Section 12.2.6.** WorldCom requests changes to Section 12.2.6, which addresses Change Management. Qwest accepts the suggested comments in paragraph 1. As modified, this first paragraph of Section 12.2.6 would read as follows:

12.2.6 ~~Modifications to OSS Interface~~Change Management

~~CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at <http://www.uswest.com/disclosures/netdisclosure409.html> interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs or as negotiated during the review session. Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry~~

1 Change Management Process ("CICMP"), as set forth in Exhibit G. The  
2 CICMP shall: (i) provide a forum for CLEC and Qwest to discuss CLEC  
3 change requests (CR), release notifications (RN), systems release life  
4 cycles, and communications; (ii) provide a forum for CLECs as an industry  
5 to discuss and prioritize their CRs; (iii) develop a mechanism to track and  
6 monitor CLEC CRs and Qwest RNs; and (iv) establish communication  
7 intervals where appropriate in the process. After following the process set  
8 forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the  
9 CICMP escalation process set forth in Exhibit H. Escalations subject to  
10 the process of Exhibit H include issues related to the CICMP process  
11 itself, including the processes set forth in Exhibit G. Qwest will inform  
12 CLECs through the CICMP of all planned changes to Qwest software,  
13 local interconnection products, business processes and Technical  
14 Publications, including additions, deletions, or changes which affect any  
15 document or information CLEC receives from Qwest or any document or  
16 information Qwest sends CLEC. Qwest will seek CLEC input on the  
17 planned changes and will report such consideration in a timely manner.

18  
19 WorldCom claims in Section 12.2.6.2 that Qwest allows itself six months for  
20 systems, whereas CLECs are given three weeks to develop their side of the interface.  
21 This is not true. Qwest keeps at least two versions of EDI at any period of time, and  
22 Qwest does not retire an EDI version for at least six months following a new release.  
23 Thus, EDI CLECs have at least six months to develop their side of the interface. While  
24 they are using a specific interface, such as IMA 6.0, they receive the coding information  
25 at least four months before a new release is implemented.

26 **Section 12.2.7.** Regarding Section 12.2.7, AT&T requests clarification on  
27 what is required to complete a New Customer Questionnaire. The New Customer  
28 Questionnaire has several fields, specific in nature. In that questionnaire, Qwest is  
29 clear in what fields need to be complete. The questionnaires were being discussed  
30 during the UNE workshops.

1 AT&T has requested two modifications in Sections 12.2.7.1 and 12.2.7.2. Qwest  
2 accepts the changes as presented in AT&T's testimony. These sections would read as  
3 follows, after incorporating earlier proposed changes:

4 12.2.7.1 Before any CLEC implementation can begin, CLEC must  
5 completely and accurately answer the ~~New Customer~~New Customer  
6 ~~Questionnaire. This questionnaire is provided by the Qwest account~~  
7 ~~manager and details information needed by Qwest to establish service for~~  
8 ~~CLEC.~~

9 12.2.7.2 Once Qwest receives a complete and accurate New  
10 Customer Questionnaire, Qwest and CLEC will mutually agree upon time  
11 frames for implementation of connectivity between CLEC and the OSS  
12 interfaces.

13  
14 **Section 12.2.8.** AT&T presents two comments related to Section 12.2.8.  
15 First, AT&T states "Qwest should affirmatively state that it will use all reasonable efforts  
16 and provide sufficient support and personnel to ensure that issues that arise in  
17 migrating to the new release are handled in a timely manner." Qwest accepts this  
18 language, with the inclusion of a reciprocal obligation on behalf of the CLEC in Section  
19 12.2.9. As modified, Section 12.2.8.1 reads as follows:

20 12.2.8.1 Qwest will support previous ~~IMA~~ EDI releases for six  
21 (6) months after the next subsequent ~~IMA~~ EDI release has been deployed.  
22 Qwest will use all reasonable efforts and provide sufficient support and  
23 personnel to ensure that issues that arise in migrating to the new release  
24 are handled in a timely manner.

25 AT&T also asks for clarification regarding when a CLEC is precluded from  
26 certifying to a version of an interface that is not the most current. As listed in the Qwest  
27 EDI Implementation Guide, Qwest guidelines for migration/implementation are: (i) Each



1 new release is available in the interoperability environment four weeks prior to the  
2 implementation of the release; (ii) IMA EDI releases are supported six months after the  
3 next release is implemented; (iii) Interoperability testing must begin on the prior release  
4 before the next release is implemented; otherwise, the CLEC will be required to move  
5 their implementation plan to the next release; (iv) New IMA EDI users must be certified  
6 and in production with at least one product and one order activity type on a prior release  
7 two months after the implementation of the next release; otherwise, the CLEC will be  
8 required to move their implementation plan to the next release; and (v) Any IMA EDI  
9 user that has been placed into production on the prior release not later than two months  
10 after the next release implementation may continue certifying additional products and  
11 activities until two months prior to the retirement of the release. To be placed into  
12 production, the products/order activities must have been tested in the interoperability  
13 environment before two months after the implementation of the next release. These  
14 guidelines are designed to ensure the CLEC's successful implementation or migration  
15 and to minimize the risk associated with development and deployment of new software.

16 WorldCom's requested language change in 12.2.8.3 has changed the intended  
17 meaning of this paragraph. Therefore Qwest does not accept this change.

18 WorldCom requests changes to Section 12.2.9.1. WorldCom has not provided  
19 any rationale for modifying the language, and, as Qwest believes this to be a  
20 collaborative process, Qwest does not accept this language.

1           AT&T requests Qwest add into Section 12.2.9.2 that Qwest will provide "Train-  
2 the-Trainer" curriculum and structure. Qwest will modify Section 12.2.9.2 to clarify the  
3 training it provides.

4           AT&T requests modification to Section 12.2.9.3 by including "and a test bed of  
5 test accounts that can be used in the testing environment." The language of Section  
6 12.2.9.3 accurately describes the test environment being developed by Qwest. Qwest  
7 accepts the WorldCom proposed language for this section, as shown below.

8           Qwest accepts AT&T's language modification in Section 12.2.9.3.1, as shown  
9 below. Qwest is already performing Connectivity Testing prior to the implementation of  
10 changes that Qwest makes.

11           AT&T has requested that Qwest add the phrase "process them within the Qwest  
12 OSS and legacy system" to Section 12.2.9.3.2. This year, Qwest discussed the testing  
13 environment and presented alternatives to the CICMP participants for comments, and  
14 voting. The CICMP requested that this testing environment not work through the  
15 production systems. Therefore, Qwest cannot accept this proposed language. Qwest  
16 accepts all other language as proposed by AT&T, with the exception as noted in this  
17 paragraph, as shown below.

18           Under Interoperability Testing, Section 12.2.9.3.3, AT&T requests that the  
19 following language be added: "All interoperability pre-order queries and orders are  
20 subjected to the same edits as production pre-order and order transactions." Qwest will

1 add this language. Qwest also accepts the language proposed for Section 12.2.9.3.3  
2 by WorldCom.

3 Qwest accepts AT&T's proposed changes to Section 12.2.9.3.4.

4 Qwest accepts AT&T's proposed changes in Section 12.2.9.3.5 with the following  
5 alteration: Qwest will allow CLEC a **reasonably** sufficient amount of time during the  
6 day and a **reasonably** sufficient number of days during the week to complete  
7 certification of its business scenarios consistent with the CLEC's business plan. In this  
8 paragraph, Qwest also suggest an equivalent modification to the last sentence. Qwest  
9 will accept WorldCom's proposed language with the following modification "Qwest will  
10 make reasonable efforts to accommodate CLEC schedule." Qwest sees no need to  
11 delete the next sentence that WorldCom suggests deleting.

12 AT&T has requested clarification on three points in Section 12.2.9.3.3. To  
13 respond, provisioning is a result of certification; maintenance & repair functions are  
14 defined in the Electronic-Bonding Trouble Administration (EB-TA) Joint Implementation  
15 Agreement (JIA), attached to this testimony as Exhibit BJB-2; and "valid Qwest data"  
16 are responses as defined in developer worksheets and user guides. Qwest does not  
17 believe that further clarification is necessary in the SGAT.

18 As modified, Section 12.2.9.3 reads as follows:

19 12.2.9.3 ~~If CLEC is using the IMA EDI interface, Qwest shall provide~~  
20 ~~CLEC with a pre-allotted amount of time to complete certification of its~~

1 ~~business scenarios. It is the sole responsibility of CLEC to schedule an~~  
2 ~~appointment with Qwest for certification of its business scenarios. CLEC~~  
3 ~~must comply with the agreed upon dates and times scheduled for the~~  
4 ~~certification of its business scenarios. If the certification of business~~  
5 ~~scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to~~  
6 ~~schedule new appointments for certification of its business scenarios.~~  
7 ~~Conflicts in the schedule could result in certification being delayed. If a~~  
8 ~~delay is due to Qwest, Qwest will honor CLEC's schedule through the use~~  
9 ~~of alternative hours. Qwest will provide CLEC with access to a stable~~  
10 ~~testing environment that mirrors production to certify that its OSS will be~~  
11 ~~capable of interacting smoothly and efficiently with Qwest's OSS. Qwest~~  
12 ~~has established the following test processes to assure the implementation~~  
13 ~~of a solid interface between Qwest and CLEC:~~

14 12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct  
15 connectivity testing. This test will establish the ability of the trading  
16 partners to send and receive EDI messages effectively. This test  
17 verifies the communications between the trading partners.  
18 Connectivity is established during each phase of the  
19 implementation cycle. This test is also conducted prior to  
20 certification testing and before going live in the production  
21 environment if CLEC has implemented environment changes when  
22 moving into production.

23 12.2.9.3.2 Stand-Alone Testing Environment – Qwest's stand-  
24 alone testing environment will take pre-order and order requests,  
25 pass them to the stand-alone database, and return responses to  
26 CLEC during its development and implementation of EDI. The  
27 Stand-Alone testing environment provides CLEC the opportunity to  
28 validate its technical development efforts. This testing verifies  
29 CLEC's ability to sent correctly formatted EDI transactions through  
30 the EDI system edits successfully for both new and existing  
31 releases. Stand-Alone testing uses test account data. All Stand  
32 Alone test pre-order queries and orders are subjected to the same  
33 edits as production pre-order and order transactions. This testing  
34 phase is optional.

35 12.2.9.3.3 Interoperability Testing – Interoperability Testing –  
36 CLEC has the option of participating with Qwest in interoperability  
37 testing to provide CLEC with the opportunity to validate technical  
38 development efforts and to quantify processing results.  
39 Interoperability testing verifies CLEC's ability to send correct EDI  
40 transactions through the EDI system edits successfully.  
41 Interoperability testing requires the use of account information valid  
42 in Qwest production systems data. All interoperability orders are

1 subjected to the same edits as production orders. This testing  
2 phase is optional when CLEC has conducted Stand-Alone Testing  
3 successfully.

4 12.2.9.3.4 Controlled Production – Qwest and CLEC will perform  
5 controlled production. The controlled production process is  
6 designed to validate the ability of CLEC to transmit EDI data that  
7 completely meets X12 standards definitions and complies with all  
8 Qwest business rules. Controlled production consists of the  
9 controlled submission of actual CLEC production requests to the  
10 Qwest production environment. Qwest treats these pre-order  
11 queries and orders as production pre-orders and order  
12 transactions. Qwest and CLEC use controlled production results to  
13 determine operational readiness. Controlled production requires  
14 the use of valid account and order data. All certification orders are  
15 considered to be live orders and will be provisioned.

16 12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with  
17 a pre-allotted amount of time to complete certification of its  
18 business scenarios. Qwest will allow CLEC a reasonably sufficient  
19 amount of time during the day and a reasonably sufficient number  
20 of days during the week to complete certification of its business  
21 scenarios. It is the sole responsibility of CLEC to schedule an  
22 appointment with Qwest for certification of its business scenarios.  
23 CLEC must comply with the agreed upon dates and times  
24 scheduled for the certification of its business scenarios. If the  
25 certification of business scenarios is delayed due to CLEC, it is the  
26 sole responsibility of the CLEC to schedule new appointments for  
27 certification of its business scenarios. Qwest will make reasonable  
28 efforts to accommodate CLEC schedule. Conflicts in the schedule  
29 could result in certification being delayed. If a delay is due to  
30 Qwest, Qwest will honor CLEC's schedule through the use of  
31 alternative hours.

32  
33 In Sections 12.2.9.4, AT&T requests clarification why CLECs are required to  
34 agree upon business scenarios. Qwest requires agreement on the scenarios to be  
35 tested to ensure that the CLEC is meeting the Qwest required minimums ensuring that  
36 the CLEC has a working interface before placing it into production. Qwest currently  
37 allows for serial or parallel implementations. If a CLEC is unable to recertify before the

1 release retirement date, the CLEC will need to use the IMA GUI for order submission  
2 until the EDI upgrade is complete.

3 Qwest accepts WorldCom's request for language modification in both sections  
4 12.2.9.4 and 12.2.9.4.1. As modified, these sections read as follows:

5 12.2.9.4 If CLEC is using the ~~IMA~~/EDI interface, CLEC must work  
6 with Qwest to certify the business scenarios that CLEC will be using in  
7 order to ensure successful transaction processing. Qwest and CLEC shall  
8 mutually agree to the business scenarios for which CLEC requires  
9 certification. Certification ~~is will be granted only for a~~the specified release  
10 of the ~~IMA~~/EDI interface. If a CLEC is certifying multiple products or  
11 services, the CLEC has the option of certifying those products or services  
12 serially or in parallel.

13 12.2.9.4.1 For ~~new~~ a new software release or upgrade, Qwest  
14 will provide CLEC a stable testing environment that mirrors the  
15 production environment in order for CLEC to test the new release  
16 without the need to schedule test times. For software releases and  
17 upgrades, Qwest has implemented the testing processes set forth  
18 in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

19  
20 WorldCom inserts a question in Section 12.2.9.5. To respond, Qwest proposes  
21 the following modification to this section:

22 12.2.9.5 New releases of the ~~IMA~~-EDI interface may require re-  
23 certification of some or all business scenarios. A determination as to the  
24 need for re-certification will be made by the Qwest coordinator in  
25 conjunction with the release manager of each IMA EDI release. Notice of  
26 the need for re-certification will be provided to CLEC as the new release is  
27 implemented. The suite of re-certification test scenarios will be provided  
28 to CLEC with the disclosure document. If a CLEC is certifying multiple  
29 products or services, the CLEC has the option of certifying those products  
30 or services serially or in parallel, unless not technically feasible.

31

1 Qwest does not accept the requested WorldCom change in Section 12.2.9.6.  
2 Qwest does propose the following modifications to this section to impose reciprocal  
3 obligations on CLECs to those imposed on Qwest:

4 12.2.9.6 CLEC will contact the Qwest EDI Implementation  
5 Coordinator to initiate the migration process. CLEC must complete the re-  
6 certification and migration to the new ~~IMA~~ EDI release within six (6)  
7 months of the deployment of the new release. CLEC will use reasonable  
8 efforts to provide sufficient support and personnel to ensure that issues  
9 that arise in migrating to the new release are handled in a timely manner.

10

11 Qwest accepts WorldCom's suggested language in 12.2.9.7 with the following  
12 minor modification from "stand alone test and" to "stand alone test and/or." As modified,  
13 this section reads as follows:

14 12.2.9.7 CLEC will be expected to execute the re-certification test  
15 cases in the stand-alone and/or interoperability test environments. CLEC  
16 will provide Purchase Order Numbers (PONs) of the successful test cases  
17 to Qwest.

18

19 Both WorldCom and AT&T request clarification of the word "guidelines" in  
20 Section 12.2.9.9. The guidelines are presented in either the EB-TA JIA, for those  
21 having a computer-to-computer interface, or in the CEMR User Guide, for those  
22 accessing repair functions via a human-to-computer interface. Qwest also proposes the  
23 following modifications to this section:

24 12.2.9.9 In the event of electronic interface trouble, CLEC shall use  
25 its best efforts to isolate and resolve the trouble. ~~using the guidelines.~~ If  
26 CLEC cannot resolve the problem, then CLEC should contact the CLEC

1 Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single  
2 Point of Contact for electronic/manual-interface trouble.

3  
4 Qwest has added the following Section 12.2.9.10.1 to incorporate the reciprocal  
5 obligation suggested by AT&T I in Section 12.9.8:

6 12.2.9.10.1 CLEC will use all reasonable efforts and provide sufficient  
7 support and personnel to ensure that issues that arise in migrating to a  
8 new release of the IMA interface are handled in a timely manner.

9  
10 WorldCom requests several modification to Section 12.2.10.1. Qwest agrees to  
11 accept these suggestions and modify this section to read as follows:

12 12.2.10.1 Qwest shall provide documentation and assistance for CLEC  
13 to understand how to implement and use all of the available OSS  
14 functions. Qwest shall provide to CLEC in writing any internal business  
15 rules and other formatting information necessary to ensure that CLEC's  
16 requests and orders are processed efficiently. ~~Qwest shall provide~~  
17 ~~assistance to CLEC to understand how to implement and use the OSS~~  
18 ~~functions to which Qwest is providing access.~~ This assistance will include  
19 training, documentation, and CLEC Help Desk. Qwest will also supply  
20 CLEC with an escalation level contact list in the event issues are not  
21 resolved via training, documentation and CLEC Help Desk.

22  
23 AT&T requests that Qwest include the prior language in Section 12.2.10.1  
24 regarding CLEC Support. The removal of this language in the SGAT is consistent with  
25 the removal of the IMA functionality language previously discussed in Section 12.2.1.4  
26 of my testimony. Qwest does not believe the language is appropriate in an SGAT.



1 Qwest proposes to modify Section 12.2.11 by adding the final sentence to what  
2 Mr. Allen proposed in his direct testimony:

3 12.2.11 Compensation/Cost Recovery

4 On-going and one-time startup charges, as applicable, will be billed at  
5 rates set forth in Exhibit A. ~~to be specified by the Commission at the~~  
6 ~~completion of appropriate cost docket hearings. Qwest shall establish~~  
7 ~~rates for any systems charges not included in appropriate cost docket~~  
8 ~~hearings. Recurring and non-recurring startup charges as applicable will~~  
9 ~~be billed as specified by the Commission upon completion of the~~  
10 ~~appropriate cost proceeding.~~ Any such rates will be consistent with  
11 existing rules.

12 **3. Section 12.3**

13

14 Barry Orrel of Qwest will address the comments of AT&T and WorldCom  
15 concerning Section 12.3 of the SGAT.

16

**CONCLUSION**

17 This concludes my rebuttal testimony concerning Section 12 and the CICMP.

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**IN THE MATTER OF THE INVESTIGATION )  
INTO QWEST CORPORATION'S )  
COMPLIANCE WITH §271(C) OF THE ) DOCKET NO. UT-003022  
TELECOMMUNICATIONS ACT OF 1996. )  
\_\_\_\_\_)**

**EXHIBITS OF  
BARBARA J. BROHL  
QWEST CORPORATION  
REGARDING GENERAL TERMS AND CONDITIONS**

**June 21, 2001**

## INDEX OF EXHIBITS

<u>DESCRIPTION</u>	<u>EXHIBIT</u>
Co-Provider Maintenance & Repair – X-25; Electronic Bonding Trouble Administration Joint Implementation Agreement	BJB-2
Qwest Co-Provider Industry Change Management Process Proposal	BJB-3