

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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

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**DOCKET NO. 07-2263-03**

**DIRECT TESTIMONY  
OF  
RENÉE ALBERSHEIM  
FOR  
QWEST CORPORATION**

**Disputed Issues: 1-1, 9-37, 9-37(a), 9-38, 12-64, 12-67, 12-71, 12-72, 12-73 and 12-87**

**QWEST EXHIBIT 1**

**JUNE 29, 2007**

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Qwest Exhibit 1.1	Qwest Wholesale Change Management Document 1-30-06
Qwest Exhibit 1.2	Account Manager PCAT
Qwest Exhibit 1.3	Negotiations Template – Utah Exhibit A
Qwest Exhibit 1.4	Covad Change Request PC021904
Qwest Exhibit 1.5	Qwest Expedites and Escalations PCAT
Qwest Exhibit 1.6	Qwest Ordering PCAT
Qwest Exhibit 1.7	Jeopardy Codes

1                                   **I.        IDENTIFICATION OF WITNESS**

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

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

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

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

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

28

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

7

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

9 A. Yes, I presented testimony in the interconnection agreement arbitration between  
10 Covad and Qwest, Docket 04-049-68. I also presented testimony in the Wire  
11 Center Impairment Case (*TRRO*), Docket 06-049-40.

12

13 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**  
14 **COMMISSIONS?**

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

21

## **II. PURPOSE OF TESTIMONY**

22

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

24 A. The purpose of my testimony is to address arbitration issues relating to service  
25 intervals and access to Qwest's Operational Support Systems (OSS). In this  
26 testimony, I will demonstrate that Eschelon's proposals not only seek to change  
27 procedures developed through the Change Management Process ("CMP") but also

1 have the effect of inhibiting future innovation through the CMP. The industry as  
2 a whole created the CMP as a centralized mechanism to allow all CLECs to have  
3 input into changes to Qwest's processes and procedures. Qwest asks this  
4 Commission to stop Eschelon from turning back the clock and eliminating the  
5 important role that the CMP plays in ensuring that Qwest provides excellent  
6 service to its CLEC customers. My testimony will demonstrate that Qwest's  
7 proposed language should be adopted by this Commission for the Interconnection  
8 Agreement between Qwest and Eschelon.  
9

10 **III. THE CHANGE MANAGEMENT PROCESS ("CMP")**  
11

12 **Q. WHAT IS THE PURPOSE OF THE CMP?**

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

21 **Q. PLEASE DESCRIBE THE CMP.**

22 A. The CMP was established in part for the specific purpose of ensuring that system  
23 and process changes are clearly communicated to CLECs. It allows all CLECs to  
24 participate in Change Request ("CR") clarification and solution design meetings.  
25 The CMP further provides detailed tracking of each CR through to final  
26 disposition so that any interested party can track the status of any particular CR.  
27 Further, the CMP allows all CLECs to learn about and anticipate the impacts a  
28 change may have on their operations, and to voice concerns and request changes  
29 to mitigate adverse impacts associated with a change. The CMP was created to

1 allow CLECs to voice their concerns and work toward an equitable solution that  
2 better meets the larger community's needs. CLECs participated with Qwest in  
3 designing the CMP and have accepted it as the mechanism for changing systems  
4 that affect multiple CLECs. The CMP process provides an established forum and,  
5 more importantly, procedures designed to ensure that the needs of the broader  
6 CLEC community are addressed.

7

8 **Q. HOW WAS THE CMP CREATED?**

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

14

15 **Q. IS QWEST OBLIGATED TO PROVIDE A CMP?**

16 A. Yes. In order to receive approval from the FCC to provide long distance service,  
17 ILECs like Qwest were required to establish that they met the criteria of a 14-  
18 point checklist. Checklist Item 2 required the ILECs to provide access to  
19 Unbundled Network Elements ("UNEs"). One of the required UNEs was access  
20 to Operational Support Systems ("OSS"). The FCC stated, "The Commission has  
21 explained that it must review the BOC's change management procedures to  
22 determine whether these procedures afford an efficient competitor a meaningful  
23 opportunity to compete by providing sufficient access to the BOC's OSS."<sup>1</sup>

24

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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.

1 **Q. DID THE FCC DETERMINE THAT THE CMP AFFORDS AN**  
2 **EFFICIENT COMPETITOR A MEANINGFUL OPPORTUNITY TO**  
3 **COMPETE?**

4 A. Yes. The FCC stated, “We find that Qwest’s current Change Management  
5 Process (“CMP”) is clearly drafted, well organized, and accessible.”<sup>2</sup> The FCC  
6 also noted, “We find in particular that Qwest’s CMP provides competitive carriers  
7 with substantial opportunities to address Qwest’s proposed changes and to initiate  
8 their own changes.”<sup>3</sup> And the FCC stated,

9 We find that the Qwest CMP provides a sufficient mechanism for  
10 resolving impasses between Qwest and competitive LECs. The CMP  
11 provides a detailed process for escalations whereby a Qwest employee  
12 (Director or above) is assigned to the escalation. In the event the  
13 competitive LEC wishes to further dispute an issue, there is a defined  
14 dispute resolution process which provides for arbitration, mediation, or  
15 submission to the appropriate regulatory agency.<sup>4</sup>  
16

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

18 A. Yes. The CMP was evaluated as a part of the extensive section 271 investigation.  
19 This Commission analyzed the CMP based on five criteria established by the FCC  
20 as a basis for demonstrating an adequate change management process. This  
21 Commission stated:

22  
23 On May 28, 2002, KPMG Consulting and Hewlett-Packard issued their  
24 Final Report on the Regional Oversight Committee’s test of Qwest’s OSS.  
25 On April 24, 2002, prior to issuance of the final report and based on the  
26 draft final report, Qwest filed a summary of the closed/unresolved issues  
27 in the test, explaining why the single closed/unresolved observation and  
28 the nine close/unresolved exceptions should not affect the Commission’s  
29 ability to conclude that Qwest’s OSS and Change Management Plan

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<sup>2</sup> *Id.*, at ¶ 133.

<sup>3</sup> *Id.*, at ¶ 134.

<sup>4</sup> *Id.*, at ¶ 135.



1 (“CMP”) fully satisfy the requirements of 47 U.S.C. § 271(c)(2)(B)(ii).  
2 The Commission held a technical conference on May 1, 2002 at which  
3 KPMG, the test administrator, and MTG, the test manager, provided an  
4 overview regarding the test, described all closed/unresolved and  
5 closed/unable to determine issues and all parties commented on the test  
6 and those issues. The Commission relies upon this data in reaching a  
7 determination of whether Qwest has met the 14-point competitive  
8 checklist...Based upon the foregoing, the Commission concludes that  
9 Qwest has qualifying interconnection agreements, an appropriate  
10 Statement of Generally Available Terms and Conditions, and meets the  
11 obligations of the 14-point competitive checklist.<sup>5</sup>  
12

13 As in Utah, the CMP was approved by the other 13 states in Qwest’s local service  
14 region, and the FCC approved Qwest’s 271 applications.<sup>6</sup>

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

16 A. The processes and procedures for the CMP and the roles and responsibilities of  
17 the CMP participants are clearly delineated in the Qwest Wholesale Change  
18 Management Process Document (the “CMP Document”).<sup>7</sup>  
19

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

21 A. As stated in the CMP Document, the CMP manages changes to:

22  
23 Operations Support Systems (OSS) Interfaces, products and processes  
24 (including manual) as described below. CMP provides a means to address  
25 changes that support or affect pre-ordering, ordering/provisioning,

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<sup>5</sup> See *In the Matter of the Application of QWEST CORPORATION for Approval of Compliance with 47 U.S.C. § 271(d)(2)(B)*, Final Order Regarding Qwest §271 Compliance, July 8, 2002, p. 5.

<sup>6</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, Utah 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>7</sup> 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 Qwest Exhibit 1.1.

1 maintenance/repair and billing capabilities and associated documentation  
2 and production support issues for local services (local exchange services)  
3 provided by Competitive Local Exchange Carriers (CLECs) to their end  
4 users. This CMP is applicable to Qwest's 14 state in-region serving  
5 territory.<sup>8</sup>  
6

7 **Q. DOES THE CMP MANAGE CHANGES TO RATES REQUIRED BY**  
8 **SECTION 251(c)?**

9 A. No. Rate management is product specific and not a CMP activity. For example,  
10 some rates are required to be TELRIC, and are approved through cost dockets.  
11

12 **Q. DOES THE CMP MANAGE CHANGES TO QWEST'S INTERNAL**  
13 **DOCUMENTATION?**

14 A. No. Qwest's internal documentation is meant for the use of Qwest employees and  
15 is not seen by the CLECs. The CMP is meant for the management of changes to  
16 documents and process that are seen and used by the CLECs.  
17

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

21 A. No. The CMP Document clearly states in its introduction:  
22

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

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<sup>8</sup> See Qwest Exhibit 1.1, CMP Document Section 1.0.

1 party to such agreement, the rates, terms and conditions of such  
2 interconnection agreement shall prevail as between Qwest and the CLEC  
3 party to such agreement.  
4

5 None of the parties who participated in the redesign of the CMP in 2002 believed  
6 that the CMP should be used as a mechanism to subvert commitments established  
7 via interconnection agreements. Nonetheless Qwest has successfully provided  
8 services via the CMP. Based on that history, I believe this Commission should  
9 require Eschelon to demonstrate a compelling justification for altering existing  
10 processes or before locking processes into interconnection agreement.  
11

12 **A. The Change Request Process**

13  
14 **Q. HOW DOES QWEST MANAGE THE CMP?**

15 A. The CMP is managed through a combination of (a) monthly CMP meetings held  
16 jointly between Qwest, CLECs, and State Commissions, and (b) Qwest  
17 notifications for product, process and system changes.<sup>9</sup>  
18

19 **Q. HOW DOES A CLEC USE CMP TO REQUEST A CHANGE FROM**  
20 **QWEST?**

21 A. CLECs can use the CMP to request two broad categories of changes: what we  
22 refer to as “product or process” changes on the one-hand, and system changes on  
23 the other. For product or process changes, CLECs can request a change to a  
24 product or process by submitting a Change Request (CR) through the  
25 cmpcr@qwest.com mailbox. Once the CR is received, Qwest reviews the request  
26 to obtain a high level understanding of the change being requested by the CLEC  
27 and then subsequently schedules a call with the CLEC to clarify its request with  
28 Qwest representatives. The CLEC then presents its requested change at the

---

<sup>9</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 monthly CMP meeting. After the CR has been presented, Qwest evaluates the CR  
2 in more detail and develops a draft response.  
3

3

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

6 A. In its response to a CR, Qwest advises the CLEC whether the CR is accepted, or if  
7 denied, provides the CLEC with the reason for denial based on one or more of the  
8 following conditions that are outlined in Section 5.3 of the CMP Document:  
9

9

- 10 • Technologically not feasible – a technical solution is not available  
11 • Regulatory ruling/Legal implications – regulatory or legal reasons  
12 prohibit the change as requested, or if the request benefits some  
13 CLECs and negatively impact others (parity among CLECs) (Contrary  
14 to ICA provisions)  
15 • Outside the Scope of the Change Management Process – the request is  
16 not within the scope of the Change Management Process (as defined in  
17 this CMP), seeks adherence to existing procedures, or requests for  
18 information  
19 • Economically not feasible – low demand, cost prohibitive to  
20 implement the request, or both  
21 • The requested change does not result in a reasonably demonstrable  
22 business benefit (to Qwest or the requesting CLEC) or customer  
23 service improvement

24 Qwest will not deny a CR solely on the basis that the CR involves a  
25 change to back-end systems. Qwest will apply these concepts to CRs that  
26 Qwest originates.<sup>10</sup>  
27

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<sup>10</sup> The same reasons apply to denials of Systems change requests discussed below. See Qwest Exhibit 1.1, Section 5.1.4.

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

3  
4 Qwest communicates its response (accepted or denied) at the next regularly  
5 scheduled monthly meeting, where the CLECs have the opportunity to discuss,  
6 clarify and comment on Qwest's response.

7

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

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

21

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

24 A. If the CR is accepted, Qwest moves forward with the development of the CR,  
25 communicates the status of the development at the monthly CMP meetings, and  
26 subsequently issues a CMP notification (Level 1, 2, 3 or 4) to the CLEC  
27 community advising of the proposed change and of the effective date of the

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<sup>11</sup> See Qwest Exhibit 1.1, Sections 14.0 and 15.0.

1 change along with a red-lined copy(s) of the affected business procedure(s) and/or  
2 PCAT(s), if applicable.<sup>12</sup> The guidelines for CLEC notification are outlined in  
3 Sections 5.3 and 5.4 of the CMP Document.

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

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

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

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

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

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

---

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

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

11  
12          Level 4 changes are originated using the CMP CR process and provide CLECs  
13          with an opportunity to have input into the development of the change prior to  
14          implementation. Level 4 changes follow a process similar to the CLEC initiated  
15          change requests. Examples of Level 4 changes are increasing an interval in the  
16          Qwest Standard Interval Guide, development of a new product or feature, and  
17          changes to the CMP Document.

18  
19      **Q.    WHAT OPPORTUNITIES FOR COMMENT DO CLECs HAVE ON**  
20      **QWEST-ORIGINATED PRODUCT OR PROCESS CHANGES?**

21      A.    For any notice that Qwest sends to CLECs, CLECs have the opportunity to  
22      comment on the changes or request a change to disposition on the notice. For  
23      Level 1 changes, Qwest's notifications to CLECs state that the disposition is a  
24      Level 1, describe the change, state that the change is effective immediately, and  
25      advise the CLECs to contact the CMP Manager immediately if the change alters  
26      the CLECs' operating procedures and requires Qwest's assistance to resolve.  
27      Qwest then works to resolve the issue with the CLEC that submitted the  
28      comments. Possible resolutions may include withdrawal of the change, re-



1 notification under a different level, or creation of a new category of change under  
2 a different level, which is required via a CR through the CMP process.

3  
4 Regarding Level 2-4 notices, the CLECs have a formal comment period where  
5 they can elect to respond or make comments to the proposed changes, or request a  
6 change to disposition. If Qwest receives comments on the proposed changes,  
7 Qwest must respond to those changes prior to implementation. In Qwest's final  
8 response to comments it may either accept the change submitted by a CLEC and  
9 make minor corrections to the documentation that was previously distributed for  
10 review, or reject the changes with a comment as to the reason for the denial. In  
11 all cases, the response to comments also includes the final implementation date.  
12 For any of the Level 2-4 notifications, if the CLECs do not accept Qwest's  
13 response, any CLEC may elect to escalate, postpone, or pursue dispute resolution  
14 in accordance with the provisions in the CMP Document in Sections 5.5.2, 14.0  
15 and 15.0.

16  
17 **Q. WHAT IF A CLEC DISAGREES WITH QWEST'S DETERMINATION**  
18 **OF A PRODUCT OR PROCESS CHANGE "LEVEL"?**

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

1

2 **Q. HOW CAN A CLEC ASK QWEST TO POSTPONE A CHANGE THAT**  
3 **QWEST ORIGINATED?**

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

11

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

22

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

25 A. Qwest will postpone the implementation of the proposed change whenever Qwest  
26 reasonably determines that postponing the proposed change prevents more harm

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<sup>13</sup> See Qwest Exhibit 1.1, Section 5.5.

1 or cost to the requesting and any joining CLECs than postponing the proposed  
2 change imposes harm or cost upon Qwest or any CLECs who oppose the  
3 postponement. Qwest will postpone the implementation of the proposed change if  
4 implementation is inconsistent with a requesting CLEC's interconnection  
5 agreement, applicable commission rule or law.

6

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

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

12

13 **Q. WHEN DOES QWEST DECLINE A REQUEST TO POSTPONE A**  
14 **CHANGE?**

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

21

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

24 A. If Qwest decides not to postpone the change, Qwest's response includes the  
25 reason why it is not being postponed, an explanation of the cost and harm  
26 evaluation, and why Qwest believes the change is consistent with ICAs or other  
27 commission rules or laws. Additionally, if Qwest does not implement the  
28 requested postponement, Qwest will not implement the change until at least 30

1 calendar days after it notifies the CLECs that the postponement is denied. This  
2 gives CLECs an adequate time frame in which to seek further recourse, if they  
3 desire.

4  
5 **Q. DO CLECs HAVE ANY RECOURSE IF QWEST DENIES A REQUEST**  
6 **FOR POSTPONEMENT?**

7 A. Yes, absolutely. In fact, a CLEC can request that a neutral arbitrator determine  
8 whether Qwest must postpone implementation of a proposed change. The CMP  
9 Document sets forth detailed procedures and time lines for this type of arbitration.  
10 The party against whom the issue is decided must pay all costs for the arbitrator.  
11 Further, this arbitration option is not an exclusive remedy and expressly does not  
12 preclude a CLEC from using state commission procedures.<sup>14</sup>

13  
14 **Q. HOW DOES THE CMP PROVIDE FOR SYSTEM CHANGE REQUESTS?**

15 A. System changes are handled the same way as product and process changes,  
16 whether the change is requested by a CLEC or by Qwest. In order for a system  
17 change to be considered, a CR must be submitted through the CMP process. As  
18 described earlier regarding product or process change requests, Qwest reviews the  
19 request to obtain a high level understanding of the change being requested by the  
20 CLEC, and then subsequently schedules a call with the CLEC (or Qwest  
21 originator) to clarify the request with Qwest representatives. The CR is then  
22 presented by the CLEC or Qwest at the next monthly CMP meeting. After the CR  
23 has been presented, Qwest evaluates the CR in more detail and develops an  
24 estimated level of effort (LOE) or estimated hours that it will take Qwest to  
25 implement the requested change along with the business impact. Qwest then  
26 determines whether it will accept or deny the system change request and develops  
27 a draft response. In its response, Qwest advises the CLEC whether the CR is

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<sup>14</sup> See Qwest Exhibit 1.1 CMP Document, Section 5.5.2.

1 accepted (naturally, the Qwest CR is accepted or it would not have been  
2 submitted), or if denied, provides the CLEC the reason for denial based on the  
3 conditions that are outlined in Section 5.1.4 of the CMP Document (which are  
4 also the same conditions discussed previously for product and process CRs).  
5  
6

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

8 A. If the CR is accepted and the CR is requesting a change to Qwest's electronic  
9 interfaces, which are referred to collectively as Interconnect Mediated Access  
10 ("IMA"), the CR is placed into a bucket of CRs awaiting prioritization.<sup>15</sup>  
11 Systems CRs are subject to a ranking process, currently bi-annually, to prioritize  
12 them. CRs are ranked according to the number of points each one receives in a  
13 vote by Qwest and the CLECs, with the CR receiving the highest number of  
14 points being number one on the list. Then based upon the total number of hours  
15 that are available for enhancements within a given release, Qwest determines the  
16 total number of CRs that can be implemented starting with the CR ranked first on  
17 the list. It is important to note that both the Qwest and CLEC CRs are included in  
18 this bucket of IMA enhancements and both are given equal weight. For those  
19 CRs that do not make the next IMA release, they remain in a pending  
20 prioritization status awaiting the next IMA prioritization.  
21

22 **Q. IS THE POST-ACCEPTANCE PROCESS DIFFERENT FOR CHANGES**  
23 **TO OTHER QWEST SYSTEMS, BESIDES THE ELECTRONIC**  
24 **INTERFACES DESCRIBED ABOVE?**

25 A. For accepted system changes in other areas, such as Qwest's Billing or  
26 Maintenance and Repair Systems, depending on the number of CRs that are

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<sup>15</sup> A more thorough discussion of Qwest's electronic interfaces and operational support systems is contained in Section XXIII of this testimony.

1 pending and the number of hours that are available for enhancement in a given  
2 release, the CRs may or may not have to be prioritized. The CMP Document  
3 states that if there are more CRs pending than the applicable release has capacity  
4 for, the CRs will be prioritized. If Qwest can work all of the CRs that are pending  
5 in a particular release, prioritization is not necessary.

6

7 **Q. WHAT DOES THE CMP PROVIDE FOR CLECs WHO DISAGREE**  
8 **WITH QWEST'S DISPOSITION OF A SYSTEM CHANGE REQUEST?**

9 A. If a system CR is denied by Qwest, or if any CLEC does not accept Qwest's  
10 response, any CLEC may elect to escalate, postpone or dispute Qwest's response  
11 in accordance with the provisions set forth in the CMP Document. If the  
12 originator of the CR does not agree with the determination to escalate, postpone  
13 or pursue dispute resolution, it may withdraw its participation and any other  
14 CLEC can become responsible for pursuing the CR upon providing written  
15 notification to the Qwest CMP Manager. If any CLEC does not accept Qwest's  
16 response and does not intend to escalate, postpone or dispute Qwest's response, it  
17 may request to have the status of the CR changed to 'Deferred,' which ultimately  
18 puts the CR into a holding bin indefinitely. The CR remains deferred and any  
19 CLEC may re-activate the CR at a later date.

20

21 **Q. DOES THE CMP PROVIDE ANY OTHER OPTIONS FOR THE**  
22 **ORIGINATOR OF A SYSTEMS CHANGE REQUEST WHO DISAGREES**  
23 **WITH QWEST'S DISPOSITION?**

24 A. In the event that Qwest denies a CR for economically not feasible reasons, or a  
25 CLEC or Qwest wants a CR to be worked that was not ranked high enough on the  
26 prioritization list, or CLEC/Qwest submitted a CR after prioritization had  
27 occurred and wishes to still try to have the enhancement included in the next  
28 systems release, Qwest or the CLEC may choose to invoke the Special Change

1 Request Process, whereby the CLEC/Qwest opts to pay for the system change,  
2 outside the normal prioritization process. Qwest works with the CLECs in this  
3 scenario to see if it has additional resources to implement the CR.  
4

5 **Q. DOES THE CMP PROVIDE TECHNICAL INFORMATION TO CLECs**  
6 **REGARDING SYSTEM CHANGE REQUESTS?**

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

14 **Q. WHAT HAPPENS AFTER A SYSTEMS CHANGE IS ACCEPTED?**

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

20 **Q. CAN CLECs PREVENT QWEST FROM UNILATERALLY MAKING**  
21 **CHANGES VIA THE CMP?**

22 A. Yes. Qwest cannot force anything through the CMP. In fact, Qwest has had  
23 some of its own change requests rejected. For example, Qwest has withdrawn 99  
24 of the 397 change requests it has submitted to the CMP either because the CLECs  
25 have vocally opposed the changes or because, in the case of systems change  
26 requests, they were given such a low priority by the CLEC vote that it was clear  
27 they would not be implemented. That means that 25% of Qwest's change  
28 requests have not been approved and implemented through the CMP.

1

2 **Q. HAVE ANY CHANGE REQUESTS DEVELOPED THROUGH THE CMP**  
3 **CONFLICTED WITH INTERCONNECTION AGREEMENTS?**

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

6 **B. Eschelon's Participation in the CMP**

7

8 **Q. DID ESCHELON PARTICIPATE IN THE CMP REDESIGN DISCUSSED**  
9 **ABOVE?**

10 A. Yes. According to the records of the CMP Redesign, Eschelon was an active and  
11 vocal participant in the CMP Redesign process, meaning that Eschelon had a hand  
12 in the design of the CMP as it exists today.<sup>16</sup>

13

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

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

21

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

23 A. Yes. Through September of 2006, Eschelon submitted 137 Systems change  
24 requests and 95 Product and Process change requests to the CMP. The vast

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<sup>16</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>17</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 percentage – 82% – of Eschelon’s change requests (118 of the systems change  
2 requests and 74 of the product and process change requests) have been accepted  
3 by Qwest and sent on through the CMP process.  
4

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

6 A. Yes. Through August 2006, the last time such data was collected, Qwest received  
7 63 challenges to its notices from all CLECs combined. Of these, 29 challenges  
8 came from Eschelon. In response to the objections, 52 of the change notices were  
9 retracted, modified, partially implemented or resubmitted as change requests. For  
10 the remaining 11 notices, following clarification meetings with the CLECs, it was  
11 determined that no action was required.  
12

13 **C. The CMP is an Effective process for Qwest and all CLECS**  
14

15 **Q. WHAT FACTS DEMONSTRATE THAT THE CMP IS EFFECTIVE FOR**  
16 **QWEST AND ALL CLECS?**

17 A. As I explained above, since 2002, 969 Change Requests have been implemented  
18 through the CMP. This is significant because it shows how Qwest and CLECs  
19 have worked together to make improvements on 969 different issues. For  
20 Eschelon alone, working through the CMP has resulted in the implementation of  
21 192 Change Requests to date. These Change Requests reflect 192 different  
22 changes that Eschelon desired and was able to have implemented through the  
23 CMP.  
24

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

26 A. Not at all. As I discussed above, there are a number of procedures detailed in the  
27 CMP Document that prevent Qwest from acting arbitrarily in the CMP. Plus,  
28 there are a number of dispute options available to CLECs who are not satisfied

1 with Qwest's response to their concerns. To review the mechanisms contained in  
2 the CMP Document:

3  
4 Section 5.5.2 describes the process CLECs can use for requesting a  
5 postponement and then an arbitrator, if necessary.  
6

7 Section 14 details the Escalation process that CLECs can use to object to a  
8 change. Qwest is obligated to respond to escalations based on the  
9 procedures outlined in this chapter.  
10

11 Section 15 details the Dispute Resolution Process that permits Qwest or a  
12 CLEC to take an item that has not been resolved to arbitration or to a state  
13 commission for resolution.  
14

15 Section 16 provides the procedures for making an Exception Request to  
16 the CMP for a change that is an exception to normal CMP processes.  
17 Such a change requires a vote of the CMP members.  
18

19 Section 17 explains the voting procedures at the CMP when votes are  
20 required. Key to this section is the provision that every carrier (including  
21 Qwest) has one vote in the CMP.  
22

23 Section 18 details the process for submitting disputes to the CMP  
24 Oversight Committee for Review.  
25

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

27 A. Per Section 18.0 of the CMP Document, the Oversight Committee exists to  
28 resolve disputes that cannot be resolved via other available dispute resolution  
29 mechanisms outlined in the CMP Document. These issues include:  
30

- 31 • Improper notification under CMP
- 32
- 33 • No notification under CMP
- 34
- 35 • Issues regarding scope of CMP
- 36

- 1           • Failures to adhere to CMP
- 2
- 3           • Interpretations of CMP
- 4
- 5           • Gaps in CMP
- 6

7           The Oversight Committee is comprised of one participant from Qwest, one  
8           participant each from six CLECs, and one participant from each state commission  
9           that wishes to participate.

10

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

12   A.    Yes. Based on the Oversight Committee Roster posted on Qwest's Wholesale  
13        website, Eschelon is represented on the Oversight Committee by Bonnie Johnson.  
14        As a participant on the Oversight Committee, Eschelon has an even greater degree  
15        of influence over the CMP.

16

17   **Q.    SHOULD THIS COMMISSION ORDER SYSTEMS PRODUCT OR**  
18        **PROCESS CHANGES IN AN INTERCONNECTION AGREEMENT?**

19   A.    No. Not unless Eschelon presents a compelling case for making such changes.  
20        Qwest has a demonstrated history of successfully providing products to CLECs  
21        under current processes as modified through the CMP. Because changes involve  
22        expense, and could reduce service quality, the presumption should be that current  
23        procedures continue. Furthermore, trying to make systems or product and process  
24        changes in an interconnection arbitration subverts the purpose of the CMP. The  
25        CMP provides a centralized forum for all CLECs to be informed of, have a say in,  
26        and make requests for such changes. If a change is ordered through language in  
27        an interconnection agreement, the other members of the CMP will have no say in  
28        the outcome. Qwest will be required to make the change in order to comply with  
29        the interconnection agreement, whether or not other CLECs are impacted by that  
30        change, and whether or not other CLECs want that change. Such an approach

1 forces Qwest to choose between a one-off process for Eschelon or changing the  
2 process for all CLECs as a result of Eschelon's contract.

3

4 **Q. WHAT IS THE DISADVANTAGE OF ESCHELON'S PROPOSALS TO**  
5 **LOCK IN SYSTEMS FUNCTIONS OR PROCESSES AND PROCEDURES**  
6 **IN ITS INTERCONNECTION AGREEMENT?**

7 A. If processes are locked in via language in the interconnection agreement, then  
8 Qwest may be forced to reject proposed changes to that process in the CMP  
9 unless it first obtains an amendment to the interconnection agreement with  
10 Eschelon. Otherwise, Qwest faces the risk of multiple disparate processes and  
11 procedures -- one-offs -- for individual CLECs and will have its operations  
12 virtually hamstrung. Locking in processes will prevent Qwest from being able to  
13 implement change requests submitted by other CLECs without first negotiating  
14 with Eschelon, reaching an agreement, and executing an amendment. Imagine  
15 this process for all 969 Change Requests implemented through the CMP since its  
16 redesign in 2002. This is a tremendous barrier to making efficient and effective  
17 changes through the CMP. Neither Qwest nor the CLECs will be able to respond  
18 in a timely fashion to market and technological changes in the industry.

19

20 **Q. ESCHELON WILL ARGUE THAT THE INTERCONNECTION**  
21 **AGREEMENT ALREADY CONTAINS PROCESS AND PROCEDURE**  
22 **DETAIL. HOW DO YOU RESPOND?**

23 A. It is true that there is process language contained in Qwest's interconnection  
24 agreements today. Like industry standards for systems and processes, Qwest's  
25 contract language has evolved over time. Before the creation of the current CMP,  
26 many interconnection agreements were highly individualized. Through the  
27 extensive collaborations in the creation of the CMP, and the section 271  
28 evaluations of Qwest's systems and processes, Qwest and the CLECs have

1 created mechanisms to ensure that Qwest can provide the best service for CLECs.  
2 As a result, Qwest has taken steps to try to make its contract language reflect  
3 these improvements. While process language still exists, Eschelon should not be  
4 allowed to compound the problem and turn back the clock on the processes that  
5 have proven effective for all of Qwest's CLEC customers.  
6

7 **D. Matters That Have Settled**  
8

9 **Q. DID QWEST AGREED TO SETTLE SEVERAL OPEN ISSUES IN THIS**  
10 **CASE IN PART AS A RESULT OF THE ALR ORDER IN MINNESOTA?**

11 A. Yes. In addition, the parties have settled several other issues as this case has  
12 proceeded in Minnesota and other states.  
13

14 **Q. HAS QWEST CHANGED ITS POSITION WITH REGARD TO THE**  
15 **IMPACT OF ESCHELON'S LANGUAGE ON THE CMP, BECAUSE**  
16 **QWEST SETTLED SEVERAL ISSUES WHICH QWEST HAS**  
17 **CATAGORIZED AS CMP IMPACTING?**

18 A. No, not at all. Qwest weighed its options very carefully in deciding to settle  
19 certain issues in this case. While Qwest has not changed it position on the  
20 remaining issues, Qwest determined that it was in the company's best interest to  
21 settle some issues.  
22

23 **Q. WHAT IS THE IMPACT TO THE CMP OF THE ESCHELON**  
24 **CONTRACT PROVISIONS THAT QWEST HAS AGREED TO IN ORDER**  
25 **TO SETTLE SOME ISSUES IN THIS CASE?**

26 A. The impact is that for the agreed upon provisions, it will be necessary for Qwest  
27 to seek an amendment to Eschelon's ICA should a change request be submitted to

1 the CMP that is now contrary to the terms now contained in Eschelon's contract  
2 for such things as Pending Service Order Notices, Fatal Rejection Notices, Loss  
3 and Completion Reports. The result is that Qwest is not likely to accept change  
4 requests on these items. Thus Eschelon has succeeded in preventing the CMP  
5 from working as it was intended with regard to the items that are now in  
6 Eschelon's contract.

7 **IV. ISSUE 1-1: SERVICE INTERVALS**  
8

9 **Q. WHAT LINKS ESCHELON ISSUES 1-1, 1-1(A), 1-1(B), 1-1(C), 1-1(D) AND**  
10 **1-1(E)?**

11 A. All of these issues relate to Qwest's Service Interval Guide, attached to the  
12 proposed contract as Exhibit C. Service intervals pertain primarily to  
13 provisioning processes, that is, how much time is permitted for Qwest to  
14 provision various services to CLECs. As I stated above in my discussion of the  
15 CMP, uniform processes and procedures have proven to be successful in ensuring  
16 that Qwest provides high quality processes and procedures to its CLEC  
17 customers. On the other hand, individualized processes have proven difficult to  
18 administer and are rife with potential for disputes. Eschelon's proposals  
19 discussed below could either create individualized service intervals for Eschelon,  
20 give Eschelon the right to veto any service interval change or create practical  
21 impediments that stunt otherwise beneficial changes to intervals.  
22

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

25 A. Qwest's proposed language is as follows:  
26

1 1.7.2 Notwithstanding any other provision in this agreement, the attached  
2 Exhibit C will be modified pursuant to the CMP process without requiring  
3 the execution of an amendment.<sup>18</sup>  
4

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

7 A. Eschelon proposes the following language:  
8

9 **1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC**  
10 **desires to accept, intervals longer than those set forth in this**  
11 **Agreement, including Exhibit C, the Parties shall amend this**  
12 **Agreement under one (1) of the two (2) options set forth in Section**  
13 **1.7.1 (an interval Advice Adoption Letter or interval interim Advice**  
14 **Adoption Letter terminating with approval of negotiated**  
15 **Amendment) pertaining to the new interval (rather than new product)**  
16 **(or as otherwise ordered by the Commission). The forms of such**  
17 **letters are attached hereto as Exhibits N -O).**  
18

19 **1.7.2.1 Notwithstanding any other provision in this**  
20 **Agreement, the intervals in Exhibit C may be shortened**  
21 **pursuant to the Change Management Process (CMP) without**  
22 **requiring the execution or filing of any amendment to this**  
23 **Agreement.**  
24

25 **Q. IS THIS ESCHELON'S ONLY PROPOSAL?**

26 A. No. Eschelon also proposes the following:  
27

28 **1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC**  
29 **desires to accept intervals different from those set forth in this**  
30 **Agreement, including Exhibit C, the Parties shall amend this**  
31 **Agreement under one (1) of the two (2) options set forth in Section**  
32 **1.7.1 (an interval Advice Adoption Letter or interval interim Advice**

---

<sup>18</sup> For clarity, I will start by presenting Qwest's proposals in normal type. Then all Eschelon-proposed 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 Eschelon's Petition, and dated April 30, 2007. Where I am aware of changes in the language that have occurred due to continued negotiations, I will use the more current proposals.

1                    **Adoption Letter terminating with approval of negotiated**  
2                    **Amendment) pertaining to the new interval (rather than new product)**  
3                    **(or as otherwise ordered by the Commission). The forms of such**  
4                    **letters are attached hereto as Exhibits N -O.**  
5

6  
7    **Q.    HOW DOES QWEST NORMALLY MANAGE A CHANGE TO A**  
8                    **SERVICE INTERVAL?**

9    A.    Qwest follows the provisions of the CMP process. If a service interval is to be  
10                    increased, Qwest submits a Level 4 notice and a change request.<sup>19</sup> If a service  
11                    interval is to be decreased, Qwest submits a Level 2 notice.<sup>20</sup>  
12

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

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

19   **Q.    WHAT DOES ESCHELON'S FIRST PROPOSAL REQUIRE?**

20   A.    Eschelon's proposal requires inclusion of a list of the exact provisioning intervals  
21                    in Exhibit C to the ICA; an ICA amendment and Commission approval to  
22                    lengthen intervals; and, shortening intervals through the CMP.  
23

24   **Q.    WHY DOES QWEST OPPOSE ESCHELON'S FIRST PROPOSAL?**

25   A.    A.    Eschelon's language is a solution in search of a problem. Historically,  
26                    Qwest has modified service intervals through the CMP. This approach is

---

<sup>19</sup> See Qwest Exhibit 1.1, CMP Document Section 5.4.5.

<sup>20</sup> See Qwest Exhibit 1.1, CMP Document Section 5.4.3.



1 particularly appropriate because a number of intervals are managed by the service  
2 quality standards that Qwest is required to maintain. Since Qwest obtained  
3 section 271 approval, all such modifications have been reductions in the lengths  
4 of service intervals for various services and have been for the benefit of CLECs.  
5 The current system works well. By contrast, Eschelon's proposed change could  
6 cause significant problems. Specifically, under Eschelon's proposal, interval  
7 changes require Qwest to obtain contractual agreement from Eschelon and  
8 companies that opt in to Eschelon's agreement. Such a process is unnecessarily  
9 burdensome and Eschelon has demonstrated no significant benefit associated with  
10 creating such burden.

11

12 **Q. BUT WHAT ABOUT ESCHELON'S BACK-UP PROPOSED**

13 **LANGUAGE?**

14 A. In its alternative second proposal, Eschelon seeks to require the parties to amend  
15 the ICA to change intervals "different" from those set forth in the agreement.

16

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

18 A. Qwest objects because the telecommunications industry in general and technology  
19 in particular, change rapidly. There are times when Qwest and CLECs should be  
20 able to flexibly and efficiently move forward with changes to service intervals.  
21 Furthermore, service intervals are an aspect of Qwest's business that has an  
22 impact on every single CLEC. To provide services in a nondiscriminatory  
23 manner, Qwest must provide CLECs with the same service intervals. Qwest's  
24 service quality should not be hamstrung by the requirement to amend an ICA, or  
25 many ICAs, before lengthening or shortening a service interval. The CMP was  
26 developed by the industry to address exactly the kind of impacts presented by  
27 changes to service intervals. And the Commission can be involved if necessary.  
28 The CMP explicitly allows CLECs to seek redress of decisions they disagree with  
29 by filing a complaint with the Commission.

1

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

3 A. Qwest proposes the following:

4

5 7.4.7 Intervals for the provision of Interconnection trunks will conform to  
6 the performance objectives set forth in Section 20. Any changes to the  
7 Interconnection trunk intervals will be made through the Change  
8 Management Process (CMP) applicable to the PCAT, pursuant to the  
9 procedures set forth in Exhibit G. Operational processes within Qwest  
10 work centers are discussed as part of the CMP. Qwest agrees that CLEC  
11 shall not be held to the requirements of the PCAT.  
12

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

15 A. Eschelon proposes the following:

16

17 7.4.7 Intervals for the provision of Interconnection trunks will conform to the  
18 performance objectives set forth in Section 20. Intervals are set forth in  
19 Exhibit C. Any changes to the Interconnection trunk intervals will be made as  
20 described in Section 1.7.2 through the Change Management Process  
21 (CMP) applicable to the PCAT, pursuant to the procedures set forth in  
22 Exhibit G. Operational processes within Qwest work centers are discussed as  
23 part of the CMP. Qwest agrees that CLEC shall not be held to the requirements  
24 of the PCAT.  
25

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

27 A. Qwest proposes the following:

28

29 Qwest proposed footnote in Exhibit C: For UDIT rearrangements see  
30 Qwest's wholesale website for the Service Interval guide  
31

32 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
33 **LANGUAGE?**

34 A. Eschelon proposes the following changes:

1                   Rearrangements  
2                   Eschelon proposes deletion of Qwest proposed footnote in Exhibit C: **For**  
3                   **UDIT rearrangements see Qwest's wholesale website for the Service**  
4                   **Interval guide.**  
5

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

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

9  
10

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

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

13

14 **Q.    WHAT IS QWEST'S PROPOSED LANGUAGE FOR ESCHELON ISSUE**  
15 **1-1(D)?**

16 A.    Qwest proposes the following:

17

18           3.2    For ICB intervals for those standard products and services that  
19           require negotiated project time lines for installation, such as 2/4 wire  
20           analog loop for more than twenty-five (25) loops, Qwest shall make every  
21           attempt to provide an FOC to CLEC pursuant to the guidelines contained  
22           in the Service Interval Guide.  
23

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

26 A.    Eschelon proposes the following:

27

28           **3.1.1 For ICB intervals for those standard products and services that**  
29           **require negotiated project time lines for installation, such as 2/4 wire**  
30           **analog loop for more than twenty-five (25) loops, Qwest shall make**  
31           **every attempt to provide an FOC to CLEC pursuant to the guidelines**  
32           **contained in the Service Interval Guide. For the following products**

1 **and services, for which the interval is ICB, Qwest shall provide the**  
2 **ICB due date interval to CLEC as follows:**

3  
4 **3.1.1.1 No later than seventy-two (72) hours after the**  
5 **application date for:**

6 **a) 25 or more 2/4 wire analog loops;**

7 **b) 25 or more 2-wire non-loaded loops;**

8 **c) 25 or more 4-wire non-loaded loops;**

9 **d) 25 or more xDSL-I capable loops;**

10 **e) 9 or more conditioned loops for 2/4 wire non-loaded, ADSL**  
11 **compatible, xDSL-I, ISDN; and**

12 **f) 25 or more lines Quick Loop and Quick Loop with LNP.**

13  
14 **3.1.1.1 No later than one-hundred and ninety two (192) hours**  
15 **after the application date for:**

16 **a) 25 or more DS0 UDITs;**

17 **b) 25 or more DS0 EEL/Loop Mux;**

18 **c) 4 or more DS3 UDITs; and**

19 **d) 4 or more DS3 EEL/Loop Mux**  
20

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

22 **A.** Qwest proposes the following language for section 9.23.9.4.3:

23  
24 Service intervals for LMC are set forth in the Service Interval Guide (SIG)  
25 available at [www.qwest.com/wholesale](http://www.qwest.com/wholesale)  
26

27 **Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**  
28 **LANGUAGE?**

29 **A.** Eschelon proposes the following:

30  
31 Service intervals for LMC(s) Loops are set forth in **Exhibit C** ~~the Service~~  
32 ~~Interval Guide (SIG).~~  
33

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

1 A. As stated above, all of these changes are Eschelon's attempt to set current service  
2 intervals in stone in its contract, thus prohibiting appropriate management of  
3 service intervals via the CMP. By doing so, Eschelon effectively precludes Qwest  
4 from responding to changes in the industry, including to requests for changes  
5 from the CMP participants, without first agreeing to an amendment to its  
6 Interconnection Agreement. Qwest would thus be required to make the Hobson's  
7 choice of either providing a unique process to Eschelon, arbitrating an issue in  
8 multiple states with multiple possible outcomes or giving Eschelon control over  
9 intervals. This subverts the CMP process, and prohibits all other CLECs from  
10 being able to seek changes to intervals without Eschelon's express permission.  
11 Qwest cannot support and operationalize one-off service intervals. There is a  
12 harmful slippery slope here if the Commission adopts Eschelon's proposed  
13 language. In the next ICA arbitration with the next CLEC, the Commission may  
14 be faced with a request by the CLEC to approve yet another -- and different -- list  
15 of specific service intervals with yet another -- different -- process for shortening  
16 or lengthening those intervals. Adoption of these types of provisions proposed by  
17 different CLECs would put Qwest in the impossible position of trying to meet its  
18 nondiscrimination obligations and service quality standards in the face of multiple  
19 different requirements. The industry developed the CMP for a reason. And the  
20 fact is that the CMP works as it was intended. Eschelon should not be allowed to  
21 dictate the standards for service intervals going forward and Qwest should not be  
22 faced with the impossible.

23  
24 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
25 **CHANGE SERVICE INTERVALS?**

26 A. Yes. A review of the CMP change request archives shows that change requests  
27 have been submitted by AT&T, Eschelon, Comcast, Covad and Qwest.<sup>21</sup> This

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<sup>21</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 demonstrates that other participants in the CMP have an interest in proposing  
2 changes to service intervals in the CMP. If Eschelon obtains the contract  
3 language it desires for service intervals, no other CMP participant will be able to  
4 expect to have a service interval change implemented through the CMP until  
5 Qwest first obtains an amendment to its ICA with Eschelon.

6

7 **Q. CAN YOU THINK OF A CIRCUMSTANCE IN WHICH IT MIGHT BE**  
8 **NECESSARY FOR QWEST TO INCREASE AN INTERVAL?**

9 A. Yes. It is reasonable to expect that to accomplish an interval decrease for one  
10 type of product as a result of a market or technological change, Qwest would need  
11 to divert resources from some other, less requested type of product, resulting in an  
12 increase in that product's interval, in order to accomplish this new industry goal.  
13 Qwest and the CLECs need the flexibility to be able to respond to such industry  
14 changes in this way via the CMP.

15

16 **Q. WHAT EXAMPLES CAN YOU THINK OF THAT HAVE RESULTED IN**  
17 **SIGNIFICANT INDUSTRY CHANGES RECENTLY?**

18 A. One example is the Triennial Review Order (“TRO”) in which the FCC  
19 determined there is no impairment for unbundled switching, thus eliminating  
20 unbundled switching as a UNE.<sup>22</sup> Another example is the Triennial Review  
21 Remand Order (“TRRO”) in which the FCC determined that there is no  
22 impairment for dark fiber loops, among other things. This Order eliminated dark  
23 fiber loops as UNEs.<sup>23</sup> While these changes have not resulted in the service

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<sup>22</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>23</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 interval trade-off described above, they demonstrate that the industry is constantly  
2 changing and evolving. Qwest needs the flexibility to respond to these kinds of  
3 changes. This evolution is a primary reason for the existence of the CMP. One  
4 CLEC should not be permitted to bring Qwest and the other CLECs to a standstill  
5 in an ever-changing industry.

6

7 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
8 **ISSUE 1-1 AND ITS SUBPARTS FOR THE INTERCONNECTION**  
9 **AGREEMENT?**

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

13

14 **V. WIRE CENTER ISSUES (9-37, 9-37(A), 9-38)**

15

16 **Q. ARE ANY WIRE CENTER ISSUES STILL IN DISPUTE?**

17 A. No. Qwest and the Joint CLECs, of which Eschelon is a member, have come to  
18 an agreement settling all wire center issues. This settlement includes  
19 interconnection agreement language which resolves disputed issues 9-37 through  
20 9-42 in this arbitration. The signed settlement was filed with all relevant state  
21 commissions, including the Utah Commission, on June 22, 2007 with an amended  
22 request for approval filed on June 27, 2007.<sup>24</sup> The settlement must still be  
23 approved by this Commission. Because approval of the settlement is still  
24 pending, Qwest is providing a brief review of these issues in this opening round  
25 of testimony.

26

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<sup>24</sup> See *In the Matter of the Investigation Into Qwest Wire Center Data*, Docket No. 06-049-40, Notice of Joint Filing and Amended Request for Order Approving Settlement, Filed June 27, 2007.

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**A. Issue 9-37: Wire Center List**

**Q. WHAT IS QWESTS’S PROPOSED LANGUAGE FOR ISSUE 9-37?**

A. Qwest proposes the following language for section 9.13.3 consistent with the settlement agreement filed with this Commission:

9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and requests for additions to the Commission-Approved Wire Center List. For non-impaired facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. CLEC will transition such UNEs impacted by the Commission-Approved Wire Center List as described in Section 9.1.14.

Qwest’s proposed language includes the following definitions for insertion into section IV of the ICA, also consistent with the settlement agreement filed with this Commission:

“Commission-Approved Wire Center List” means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

“Wire Center Docket” means Commission Docket No. 06-049-40 entitled “In the Matter of the Investigation into Qwest Wire Center Data,” and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the



1 Commission-Approved Wire Center List, and the Commission approves  
2 addition of wire center(s) to the list.  
3

4 **Q. PLEASE SUMMARIZE QWEST'S PROPOSAL.**

5 A. Qwest proposes, and the parties have agreed per the settlement, that the list of  
6 non-impaired wire centers in Utah will be approved by this Commission. The  
7 parties also have agreed that CLECs will not place orders for UNEs restricted by  
8 the non-impaired wire center list.  
9

10 **B. Issue 9-37(a): Additional Non-Impaired Wire Centers**  
11

12 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 9-37(A)?**

13 A. Qwest proposes the following language for section 9.1.14.4, consistent with the  
14 settlement agreement filed with this Commission:  
15

16 9.1.14.4 Additional Non-Impaired Wire Centers. When  
17 Qwest files a request(s) with the Commission to add additional  
18 Wire Center(s) to the Commission-Approved Wire Center List,  
19 Qwest will follow the procedures for making such requests  
20 adopted by the Commission in the Wire Center Docket. When  
21 additional Qwest Wire Center(s) meet the relevant factual criteria  
22 discussed in Sections V and VI of the FCC's Triennial Review  
23 Remand Order as reflected in this Agreement and the Commission  
24 adds the Wire Center(s) to the Commission-Approved Wire Center  
25 List, the terms of this Section will apply to facilities subject to the  
26 transition based on any addition(s) to the Commission-Approved  
27 Wire Center List. Fifteen (15) Days after Commission-approval of  
28 addition(s) to that list, CLEC will no longer order impacted High  
29 Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop  
30 and Dark Fiber Dedicated Transport UNEs in (for loops) or  
31 between (for transport) those additional Wire Centers. Qwest and  
32 CLEC will work together to identify those circuits impacted by  
33 such change.  
34

35 **Q. PLEASE SUMMARIZE QWEST'S PROPOSAL.**

1 A. Qwest proposes, and the parties have agreed per the settlement, that additions to  
2 the list of non-impaired wire centers in Utah will be approved by this  
3 Commission. The parties also have agreed that within 15 days of approval of  
4 additions to the non-impaired wire center list, CLECs will not place orders for  
5 UNEs restricted by the new non-impaired wire center list.  
6

7 **C. Issue 9-38: Processing of High Capacity Loop and Transport Requests**  
8

9 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR ISSUE 9-38?**

10 A. Qwest proposes the following language for section 9.1.13.4, consistent with the  
11 settlement agreement filed with this Commission:  
12

13 9.1.13.4 Upon receiving a request for access to a High Capacity  
14 Loop or high capacity transport UNE pursuant to Section 9.1.13, Qwest  
15 must immediately process the request. Qwest shall not prevent order  
16 submission and/or order processing (such as via a system edit, or by  
17 requiring affirmation of the information in the self-certification letter  
18 through remarks in the service request, or through other means) for any  
19 such facility on non-impairment grounds, unless the Parties agree  
20 otherwise in an amendment to this Agreement. Regarding ordering with  
21 respect to the initial Commission-Approved Wire Center List, see Section  
22 9.1.13.3, and regarding ordering after any additions are made to the initial  
23 Commission-Approved Wire Center List, see Section 9.1.14.4. Regarding  
24 changes in law, see Section 2.2.  
25

26 **Q. PLEASE SUMMARIZE QWEST'S PROPOSAL.**

27 A. Qwest proposes, and the parties have agreed per the settlement, that Qwest will  
28 process all requests for high capacity UNEs. Qwest has agreed to this based on  
29 the language agreed to in section 9.1.13.3, in which Eschelon has agreed not to  
30 place orders for UNEs restricted by the non-impaired wire center list.

31 **VI. ISSUE 12-64: ACKNOWLEDGEMENT OF MISTAKES**  
32

1 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE?**

2 A. Qwest has not proposed language regarding Acknowledgement of Mistakes.  
3 Qwest believes Eschelon's proposal reflects an overreaction to a single isolated  
4 incident that occurred several years ago in another state. Qwest's PCAT clearly  
5 allows CLECs to obtain root cause analysis of unusual Qwest errors. And  
6 Qwest's service managers are willing to work with CLECs where CLEC  
7 customers have been impacted.<sup>25</sup> Qwest does not believe that Eschelon's  
8 language is appropriate or necessary in this Interconnection Agreement.

9  
10 **Q. WHAT IS ESCHELON'S PROPOSED LANGUAGE FOR UTAH?**

11 A. Eschelon proposes the following:

12  
13 **12.1.4 Root Cause Analysis and Acknowledgement of Mistakes**

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

27  
28 **12.1.4.2 When the Qwest Service Manager receives a request for root**  
29 **cause analysis and/or acknowledgement from CLEC, an investigation**  
30 **process will begin. When this investigation results in agreement that**  
31 **Qwest erred, the Qwest Service Manager will provide written**  
32 **correspondence to CLEC.**

33  
34 **12.1.4.2.1 The letter will include a recap of sufficient pertinent**  
35 **information to identify the issue (e.g., PON, Service Order Number,**  
36 **order Due Date and billing telephone number, as provided in the**

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<sup>25</sup> See Exhibit 1.4 Account Manager PCAT.

1 **CLEC request) and the following statement, “Qwest acknowledges its**  
2 **mistake. The error was not made by the other service provider.”**  
3

4 **12.1.4.2.3 Written responses acknowledging Qwest error will be**  
5 **provided with Qwest identification, such as Qwest letterhead, logo, or**  
6 **other indicia.**  
7

8 **12.1.4.2.4 The Qwest Service Manager will provide the**  
9 **acknowledgement to CLEC.**  
10

11 **12.1.4.2.5 The acknowledgment response described in Section**  
12 **12.1.4.2.3 and provided by the Qwest Service Manager to CLEC will**  
13 **be provided on a non-confidential basis and will not include a**  
14 **confidentiality statement.**  
15

16 **Q. DOES QWEST BELIEVE THAT THERE SHOULD BE ANY LANGUAGE**  
17 **IN THE CONTRACT REGARDING THE ACKNOWLEDGEMENT OF**  
18 **MISTAKES?**

19 **A.** No. Qwest does not believe that such language is necessary. In Minnesota only,  
20 in light of the decision by the Minnesota Commission in Docket No. P-421/C-03-  
21 616, Qwest determined that it would be appropriate to include language in  
22 Eschelon’s Minnesota Interconnection Agreement consistent with the results of  
23 that docket. No other CLEC has made a demand of Qwest for such contract  
24 language, and Qwest has received no feedback that mistakes are a significant or  
25 ongoing problem. In addition, as I will discuss below, Qwest is measured on its  
26 performance by the PIDs, and has the financial incentive of penalties for poor  
27 performance to ensure that mistakes are not made.  
28

1 **Q. HAS ESCHELON EVER ASKED QWEST FOR A FORMAL LETTER**  
2 **ACKNOWLEDGING A MISTAKE IN MINNESOTA SINCE THE**  
3 **RESOLUTION OF THE COMPLAINT THERE?**

4 A. No.

5  
6 **Q. DOES QWEST ALREADY HAVE INCENTIVES TO ENSURE THAT**  
7 **THERE ARE NO SYSTEMIC PROBLEMS WITH ITS SERVICE TO**  
8 **CLECs?**

9 A. Yes. Each month, Eschelon receives monthly reports of Qwest's performance via  
10 the Performance Indicator Definitions (PIDs). The PIDs were defined, agreed to,  
11 and approved in the Section 271 process. The PIDs have set levels of  
12 performance and the monthly reports show whether or not Qwest's performance  
13 has met those levels. If Qwest's performance satisfies these PIDs, the FCC has  
14 concluded that Qwest's performance provides Eschelon with a meaningful  
15 opportunity to compete.<sup>26</sup> The reports also show performance trends over time.  
16 These reports allow Qwest, the CLECs and this Commission to determine  
17 whether system problems exist in Qwest's performance. Qwest has every  
18 incentive to correct systemic problems, as the performance assurance plans, which  
19 are tied to the PIDs, provide for automatic penalties if Qwest does not meet  
20 required performance levels. The PIDs, along with the associated performance  
21 assurance plans, already provide the protection Eschelon wants on an industry-  
22 wide level. A separate contract obligation requiring root cause analysis for  
23 Eschelon is therefore not necessary.

24

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<sup>26</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 **Q. ESCHELON HAS SUGGESTED THAT THE PIDs DO NOT PROVIDE**  
2 **SUFFICIENT PROTECTION TO THE CLECS AGAINST SYSTEMIC**  
3 **ERRORS. PLEASE RESPOND.**

4 A. The PIDs demonstrate that the opposite is true. The PIDs demonstrate that  
5 Qwest's systems and processes are performing as required, and Eschelon cannot  
6 point to any evidence of systemic or chronic problems requiring further attention  
7 from Qwest. In effect, Eschelon's language provides a solution to a problem that  
8 does not exist.

9  
10 **Q. DO CLECS ALREADY HAVE A MECHANISM FOR REQUESTING**  
11 **ROOT CAUSE ANALYSIS FROM QWEST?**

12 A. Yes. Qwest's service managers will provide root cause analysis to a CLEC upon  
13 request, as documented in the Account Manager PCAT.<sup>27</sup>

14  
15 Handling maintenance and repair post mortems (root cause analysis) when  
16 you submit a specific request for a post mortem on an unusual repair  
17 event, e.g., event over eight hours. Your Qwest Service Manager will  
18 review the logged notes regarding the event and discuss the circumstances  
19 surrounding the event with the Qwest Repair Center to determine the  
20 cause, the process used to repair/restore service, and the process(es)  
21 implemented to prevent a reoccurrence of the event. Working with  
22 Qwest's Repair Center/Network Reliability Operations Center, as  
23 appropriate, your Qwest Service Manager will conduct the Root Cause  
24 Analysis (RCA) and provide you the complete analysis in writing.  
25 Investigation and preparation of a typical postmortem takes from 2-10  
26 business days depending on the complexity of the event.

27  
28 Examples of root cause analysis that has been conducted for Eschelon per the  
29 above guidelines have included dealing with behavior or comments made by  
30 Qwest technicians, delayed order processes not being followed properly, or  
31 inaccurate information provided by a Qwest technician.

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<sup>27</sup> See Exhibit 1.4.

1

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

4 A. This Commission should rule that Eschelon's proposed language is unnecessary  
5 and goes well beyond the scope of the Minnesota Commission's decision, and  
6 that the concerns expressed by Eschelon are already covered by the PIDs and  
7 Performance Assurance Plan. This Commission should approve Qwest's position  
8 regarding language for this section of the Interconnection Agreement.

9

10 **Q. IF THIS COMMISSION ADOPTS LANGUAGE IN THE PARTIES' ICA**  
11 **REGARDING ACKNOWLEDGMENT OF MISTAKES, SHOULD SUCH**  
12 **LANGUAGE BE RECIPROCAL?**

13 A. Yes. Eschelon's obligation to Qwest and Qwest's customers should be equivalent  
14 to Qwest's obligation to Eschelon and Eschelon's customers in this regard. Some  
15 end user customers subscribe to services from both Eschelon and Qwest. If the  
16 Commission approves Eschelon's language, it should add reciprocal language and  
17 Eschelon should likewise be required to conduct root cause analyses and send  
18 letters to an end user customer upon Qwest's request.

19

20 **VII. ISSUE 12-67: EXPEDITES**

21

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

23 A. Qwest provisions services – whether designed services like unbundled loops, or  
24 non-design services like resold POTS – according to standard intervals. These  
25 intervals were defined in the Section 271 process, and later in the CMP to ensure  
26 parity with Qwest's retail intervals when there is a comparable retail product.

1 There are times, however, when a CLEC such as Eschelon wants to “expedite” an  
2 order and obtain a circuit more quickly. In the CMP, these are defined as requests  
3 for “expedites.”  
4

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

6 A. In February 2004, Covad submitted a change request to the CMP requesting an  
7 expedite process for design services, like unbundled loops.<sup>28</sup> In the past, when a  
8 CLEC wanted to expedite an order, they had to establish the expedite request was  
9 justified based upon a set of defined rationale; for example, by showing the order  
10 presented a “medical emergency.” Qwest would then analyze the request, either  
11 agree or disagree with the explanation that the request fell within one of the  
12 accepted categories for expediting an order, and treat the order accordingly. This  
13 resulted in debate and discussion about whether the standard was satisfied.  
14 CLECs wanted more certainty than this process provided, hence Covad’s change  
15 request. Via the CMP, Qwest established a procedure through which Qwest  
16 would provide expedites to CLECs via one of two options detailed in Qwest’s  
17 PCAT.<sup>29</sup> Which option applies depends on the product being ordered.

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

25  
26 The second option applies to products not covered in “Pre-Approved Expedites.”  
27 In other words, the second option applies to non-designed services. This is

---

<sup>28</sup> See Qwest Exhibit 1.6, Change Request PC021904.

<sup>29</sup> See Qwest Exhibit 1.7, Expedites and Escalations Overview PCAT.



1 referred to in the PCAT as “Expedites Requiring Approval”. Expedite charges do  
2 not apply to these products.

3

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

11

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

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

19

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

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

27

1 **Q. ARE THE PROVISIONING DIFFERENCES BETWEEN DESIGNED AND**  
2 **NON-DESIGNED SERVICES THE PRIMARY REASON SEPARATE**  
3 **EXPEDITE PROCESSES WERE CREATED?**

4 A. Yes. Because of the greater complexity of designed services, their provisioning  
5 intervals are generally longer, and there are usually more steps involved. As a  
6 result, a request to expedite the provisioning of a designed service will be more  
7 complex than an expedite of the provisioning of a non-designed service.

8  
9 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE REGARDING**  
10 **EXPEDITES?**

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

13  
14 7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are  
15 requests for intervals that are shorter than the interval defined in Qwest's  
16 Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.  
17 Expedite charges as identified in Exhibit A apply per order for every day  
18 that the Due Date interval is shortened, based on the standard interval in  
19 the SIG or based on ICB criteria for Due Dates.

20  
21 7.3.5.2.1 CLEC will request an expedite for LIS trunks, including  
22 an expedited Due Date, on the Access Service Request (ASR).

23  
24 7.3.5.2.2 The request for expedite will be allowed only when the  
25 request meets the criteria outlined in the Pre-Approved Expedite  
26 Process in Qwest's Product Catalog for expedite charges at  
27 Qwest's wholesale web site.

28  
29  
30 9.1.12.1 Expedite requests for designed Unbundled Network Elements are  
31 allowed. Expedites are requests for intervals that are shorter than the  
32 interval defined in Qwest's Service Interval Guide (SIG), Exhibit C or  
33 Individual Case Basis (ICB) Due Dates as applicable.  
34

1 9.1.12.1.1 CLEC will request an expedite for designed Unbundled  
2 Network Elements, including an expedited Due Date, on the Local  
3 Service Request (LSR) or the Access Service Request (ASR), as  
4 appropriate.  
5

6 9.1.12.1.2 The request for an expedite will be allowed only when  
7 the request meets the criteria outlined in the Pre-Approved  
8 Expedite Process in Qwest's Product Catalog for expedites at  
9 Qwest's wholesale web site.  
10

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

13 **A.** Eschelon proposes the following:  
14

15 7.3.5.2 Expedite requests for ~~LIS~~ Interconnection trunk orders are  
16 allowed. ~~Expedites are requests for intervals that are shorter than the~~  
17 ~~interval defined in Qwest's Service Interval Guide (SIG) or Individual~~  
18 ~~Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit~~  
19 ~~A apply per order for every day that the Due Date interval is~~  
20 ~~shortened, based on the standard interval in the SIG or based on ICB~~  
21 ~~criteria for Due Dates.~~  
22

23 7.3.5.2.1 CLEC will request an expedite for ~~LIS~~ Interconnection  
24 trunks, ~~including an expedited Due Date~~, on an ~~the~~ Access  
25 Service Request (ASR).  
26

27 7.3.5.2.2 The request for expedite will be allowed only when the  
28 request meets the criteria outlined in Section 12.2.1.2.2 ~~the Pre-~~  
29 ~~Approved Expedite Process in Qwest's Product Catalog for~~  
30 ~~expedite charges at Qwest's wholesale web site.~~  
31

32  
33 9.1.12.1 ~~Expedite requests for designed Unbundled Network~~  
34 ~~Elements are allowed. Expedites are requests for intervals that are~~  
35 ~~shorter than the interval defined in Qwest's Service Interval Guide~~  
36 ~~(SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as~~  
37 ~~applicable. For expedites, see Section 12.2.1.2.~~  
38

39 ~~9.1.12.1.1 CLEC will request an expedite for designed~~  
40 ~~Unbundled Network Elements, including an expedited Due~~

1 ~~Date, on the Local Service Request (LSR) or the Access Service~~  
2 ~~Request (ASR), as appropriate.~~

3  
4 ~~9.1.12.1.2 The request for an expedite will be allowed only~~  
5 ~~when the request meets the criteria outlined in the Pre-~~  
6 ~~Approved Expedite Process in Qwest's Product Catalog for~~  
7 ~~expedites at Qwest's wholesale web site.~~

8  
9  
10 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the  
11 applicable Due Date interval for that product or service. Requests for  
12 expedites can be made either prior to, or after, submitting CLEC's  
13 service request.  
14

15 12.2.1.2.1 Notwithstanding any other provision of this  
16 Agreement, for all products and services under this Agreement  
17 (except for Collocation pursuant to Section 8), Qwest will grant  
18 and process CLEC's expedite request, and expedite charges  
19 are not applicable, if one or more of the following conditions  
20 are met:

- 21 a) Fire;  
22 b) Flood;  
23 c) Medical emergency;  
24 d) National emergency;  
25 e) Conditions when the End User Customer is  
26 completely out of service (primary line);  
27 f) Disconnect in error when one of the other  
28 conditions on this list is present or is caused by the  
29 disconnect in error;  
30 g) Requested service necessary for CLEC End User  
31 Customer's grand opening event delayed for facilities or  
32 equipment reasons with a future Ready For Service  
33 (RFS) date;  
34 h) Delayed orders with a future RFS date that meet  
35 any of the above described conditions;  
36 i) National Security;  
37 j) Business Classes of Service unable to dial 911  
38 due to previous order activity; or  
39 k) Business Classes of Service where hunting, call  
40 forwarding or voice mail features are not working  
41 correctly due to previous order activity where the End  
42 User Customer's business is being critically affected.  
43

1 12.2.1.2.2 If none of the conditions described in Section  
2 12.2.1.2.1 are met, Qwest will grant and process CLEC's  
3 expedite request, but the expedite charges in Exhibit A will  
4 apply, unless the need for the expedite is caused by Qwest.  
5

6 12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a  
7 non-recurring installation charge in Exhibit A applies to the  
8 CLEC order pursuant to the terms of the applicable section of  
9 this Agreement. The expedite charge, if applicable, is separate  
10 from the installation charge.  
11

12 Eschelon also offers the following alternative for Section 12:

13 12.2.1.2.1 Notwithstanding any other provision of this  
14 Agreement, for all products and services under this Agreement  
15 (except for Collocation pursuant to Section 8), Qwest will grant  
16 and process CLEC's expedite request, and expedite charges  
17 are not applicable, if Qwest does not apply expedite charges to  
18 its retail Customers, such as when certain conditions (e.g., fire  
19 or flood) are met and the applicable condition is met with  
20 respect to CLEC's request for an expedited order.  
21

22 Q. HAS ESCHELON MADE ANY OTHER PROPOSALS REGARDING  
23 EXPEDITES?

24 A. Yes. Eschelon has a second proposal for section 7.3.5.2 which reads:

25  
26 ~~7.3.5.2 Expedite requests for LIS trunk orders are allowed.~~  
27 ~~Expedites are requests for intervals that are shorter than the interval~~  
28 ~~defined in Qwest's Service Interval Guide (SIG) or Individual Case~~  
29 ~~Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A~~  
30 ~~apply per order for every day that the Due Date interval is shortened,~~  
31 ~~based on the standard interval in the SIG or based on ICB criteria for~~  
32 ~~Due Dates. For expedites, see Section 12.2.1.2.~~  
33

34 Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED CHANGES  
35 TO THE LANGUAGE REGARDING EXPEDITES?

1 A. Qwest has the following objections. First, we believe that the expedite process  
2 should be handled in the PCAT rather than the interconnection agreement.  
3 Beyond that concern, Eschelon's proposal poses additional problems. Eschelon's  
4 language does not distinguish between non-designed expedites (which are free)  
5 and designed service expedites (which are fee-based). In addition, Eschelon's  
6 language broadens the circumstances in which expedites are available beyond  
7 what Qwest provides to its wholesale and retail customers today. Eschelon's  
8 language imposes an obligation on Qwest to provide expedites whether or not  
9 resources are available. The result of Eschelon's language is that it gives  
10 Eschelon access to expedited orders beyond what anyone else, CLECs or other  
11 Qwest customers, has access to.

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

23

24 **Q. WHAT IS DIFFERENT ABOUT ESCHELON'S PROPOSED LANGUAGE**  
25 **COMPARED TO THE PCAT "EXPEDITES REQUIRING APPROVAL"**  
26 **SECTION?**

27 A. By adding subsection (f), Eschelon seeks what no other CLEC or retail end user  
28 customer receives today: an expedite at Qwest's expense when it is the customer -  
29 - in this case, Eschelon -- who causes a disconnect in error that results in an

1 emergency. If Eschelon makes a mistake and disconnects its customer in error, it  
2 is not Qwest who should have to pay to expedite a new order for that customer.

3

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

9

10 **Q. WHAT ARE QWEST'S OBJECTIONS TO ESCHELON'S**  
11 **ALTERNATIVE PROPOSAL FOR SECTION 12?**

12 A. First, Eschelon's alternative proposal still makes no distinction between designed  
13 and non-designed service expedites, therefore it is not consistent with Qwest's  
14 current process. Second, Eschelon's language requires Qwest to expedite an  
15 order with no qualification for the availability of resources. The language in  
16 Qwest's negotiations template reflects Qwest's current practice:

17

18 i) Expedite – a Due Date that reflects a shorter service interval than is  
19 available in Qwest's Service Interval Guide; or that is a request for an  
20 earlier Due Date than has been established on a pending order; or that is  
21 required to meet a Due Date on a pending order due to design or other  
22 changes submitted by CLEC. **Qwest will accommodate CLEC's request**  
23 **for an expedited installation if it can do so without delaying Due Dates**  
24 **or orders of other CLECs or End User Customers.** Charges for  
25 expedited installations are in addition to nonrecurring charges for the  
26 service ordered. Prices for this miscellaneous service are market-based,  
27 using Qwest's Tariffed, cataloged, price listed, or other similarly  
28 documented prices, and are subject to change.<sup>30</sup>

29

---

<sup>30</sup> Qwest Negotiations Template, Section 9.1.12(i). (Emphasis Added). The negotiations template is available at <http://www.qwest.com/wholesale/clecs/sgatswireline.html>.

1 Qwest does not guarantee that expedites will be possible, but offers them only if  
2 resources are available so that other customer orders are not adversely impacted.  
3 Eschelon's proposal in section 12 does not address this resource limitation.  
4

5 **Q. YOU MENTIONED THAT THE EXPEDITE PROCESS WENT**  
6 **THROUGH THE CMP. DID ESCHELON PARTICIPATE IN THE**  
7 **PROCESS?**

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

12 **Q. DID ESCHELON SEEK TO POSTPONE IMPLEMENTATION OF THE**  
13 **NEW PROCESS?**

14 A. No.  
15

16 **Q. DID ESCHELON TAKE THE PROPOSED CHANGE TO THE**  
17 **EXPEDITES PROCESS TO THE CMP OVERSIGHT COMMITTEE?**

18 A. No.  
19

20 **Q. DID ESCHELON FILE FOR DISPUTE RESOLUTION CONCERNING**  
21 **THE NEW EXPEDITES PROCESS?**

22 A. No.  
23

24 **Q. DID ESCHELON OR ANY OTHER CLEC EVER OBJECT TO THE**  
25 **DISTINCTION BETWEEN DESIGNED SERVICE EXPEDITES AND**  
26 **NON-DESIGNED SERVICE EXPEDITES?**



1 A. No. A review of Exhibit 1.6, which documents Covad's original change request  
2 seeking enhancements to the expedite process demonstrates that from the  
3 beginning, Qwest approached expedites by distinguished designed from non-  
4 designed services. The minutes of meetings regarding this change request  
5 demonstrate that the CLECs never objected to this distinction.<sup>31</sup> Their concerns  
6 were with charges for expedites, and whether or not expedites were handled in the  
7 same way for CLECs as for retail customers.

8

9 **Q. HOW DOES ESCHELON PROPOSE TO CHANGE QWEST'S EXHIBIT A**  
10 **WITH REGARD TO EXPEDITES?**

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

13

14 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED CHANGE?**

15 A. Via the approved expedite process discussed above, Qwest provides expedites to  
16 CLECs for any order upon request (so long as resources are available) for a fee of  
17 \$200 per day.<sup>32</sup> Qwest charges its retail customers this same \$200 fee to expedite  
18 orders. Eschelon does not want to pay Qwest \$200 per day. Eschelon argues that

---

<sup>31</sup> See for Example, Exhibit 1.6 page 8, "The first phase of implementing a change to the expedite process will be around those products that are Designed Services." (May 12, 2004); Exhibit 1.6 page 6, "MCI asked for more clarity on the non design process. Jill advised that the Expedite Process that requires approval applies to non design services or Interconnection Agreements that do not carry the 'per day' expedite rate. Jill agreed to clarify that all non design service expedites or design services expedites if your contract is not amended, will not carry a charge. Non design products can only be expedited for the conditions listed currently." (July 9, 2004); Exhibit 1.6, page 5, "Qwest will continue to work on the non design process. Additional status will be provided later. Liz Balvin – MCI advised that the clarification and the updates that were discussed helped a lot." (July 21, 2007)

<sup>32</sup> See for example the current Utah Exhibit A, available at <http://www.qwest.com/wholesale/clecs/sgatswireline.html>, and is attached as Qwest Exhibit 1.5. The expedite charge for LIS is listed in section 7.8.1 as ICB (Individual Case Basis), which Qwest charges at \$200 per day. The expedite charge for unbundled loops is listed in section 9.20.14 at \$200 per day and references FCC Tariff No. 1.

1 Qwest's rate is not appropriate because it is not a cost-based rate.<sup>33</sup> However, the  
2 expedite charge should not be cost-based; expedites are not UNEs. In fact,  
3 expedites are premium services. Qwest's obligation with regard to expedites is to  
4 offer expedites under the same terms and conditions to CLECs that Qwest offers  
5 to its own customers. As I discussed above, Qwest does offer the same terms to  
6 CLECs that it offers to retail customers. Qwest charges retail customers the same  
7 \$200 per day for expedites that it charges to CLECs that have signed an expedite  
8 amendment. This is the same rate that Qwest proposes to charge Eschelon.  
9 Indeed, for high-capacity loops, Eschelon can actually get an expedited order  
10 completed for less cost because high-capacity loops have shorter standard  
11 provisioning intervals than the comparable retail services. As stated in Issues 12-  
12 67(b) and 12-67(g), Qwest proposes to charge the tariff rate of \$200 per day.  
13 Qwest's Exhibit A currently references Qwest's tariffs for expedited orders.  
14

15 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
16 **THE INTERCONNECTION AGREEMENT REGARDING EXPEDITES**  
17 **AND EXPEDITE CHARGES?**

18 A. Qwest's language is more reasonable, supports parity in services, and is based on  
19 the appropriate terms for expediting orders. This Commission should approve  
20 Qwest's language for the expedite sections of the Interconnection Agreement.  
21

22 **VIII. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY NOTICES**

23  
24 **Q. WHAT IS QWEST'S LANGUAGE FOR ISSUES 12-71, 12-72 AND 12-73**  
25 **REGARDING JEOPARDY NOTICES?**

26 A. Qwest's language is as follows:

---

<sup>33</sup> Eschelon has not provided a cost study to support its rate either.

1

2

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

3

4

5

**Q. WHAT ARE ESCHELON'S PROPOSED CHANGES TO QWEST'S**

6

**LANGUAGE?**

7

A. Eschelon proposes the following:

8

9

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

10

11

12

13

14

15

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

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

31

32

33

34

**Q. DOES ESCHELON'S PROPOSED LANGUAGE REFLECT QWEST'S**

35

**CURRENT PRACTICE REGARDING JEOPARDY NOTICES?**

36

A. No. Eschelon's proposal contains the requirement that Qwest deliver an FOC on  
a jeopardy order at least a day before the new due date. That is not Qwest's

37

1 current practice and is meaningless in situations where a facility problem is  
2 cleared on the same day an order is due. In order for Eschelon to include terms in  
3 its contract requiring changes to Qwest processes, Eschelon should be required to  
4 demonstrate a compelling need for such a change. Such need does not exist in  
5 this instance. Furthermore, any such changes should be made via the CMP.  
6

7 **Q. WHAT IS QWEST'S GENERAL OBJECTION TO ESCHELON'S**  
8 **PROPOSED LANGUAGE REGARDING JEOPARDY NOTICES?**

9 A. Eschelon's proposed language not only changes Qwest's current practice and  
10 procedure, but it also incorporates process detail that is included in Qwest's  
11 PCAT.<sup>34</sup> By incorporating the current PCAT process for Jeopardy Notices into  
12 its contract, Eschelon effectively precludes Qwest from responding to (1) changes  
13 to industry standards for jeopardy notices, and (2) change requests submitted by  
14 other CLECs through the CMP. This subverts the CMP, which is intended to give  
15 all parties equal participation when it comes to changing Qwest processes.  
16

17 **Q. HAVE CHANGE REQUESTS BEEN SUBMITTED TO THE CMP TO**  
18 **CHANGE JEOPARDY NOTICES?**

19 A. Yes. A review of the CMP change request archives shows that change requests  
20 have been submitted by Eschelon, McLeodUSA, MCI, Qwest and Sprint.<sup>35</sup> This  
21 demonstrates that other participants in the CMP have shown an interest in  
22 proposing changes to jeopardy notices in the CMP, and may desire to propose  
23 changes in the future. If Eschelon obtains the contract language it desires for  
24 jeopardy notices, other CMP participants may not be able to have a change to

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<sup>34</sup> See Qwest Exhibit 1.6, Jeopardy Section of Ordering PCAT and Qwest Exhibit 1.7, Jeopardy Codes.

<sup>35</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 jeopardy notices implemented through the CMP until Qwest first obtains an  
2 amendment to its ICA with Eschelon.

3

4 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
5 **JEOPARDY NOTICES IN THE INTERCONNECTION AGREEMENT?**

6 A. Qwest's language is more reasonable and is based on the appropriate CMP  
7 management of the processes and procedures relating to orders in jeopardy status.  
8 This Commission should approve Qwest's language for this section of the  
9 Interconnection Agreement.

10 **IX. ISSUE 12-87: CONTROLLED PRODUCTION OSS TESTING**

11

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

13 A. Qwest uses a variety of computer systems to support the operations of its  
14 telecommunications business. An OSS is a computer system or a process that  
15 does not directly provide telecommunications service to customers, but supports  
16 employees performing "operational" duties, such as issuing service orders, testing  
17 trunks and maintaining switching systems. These OSS are specialized; each  
18 performs different functions. Certain OSS allow for the ordering of products and  
19 services for customers, and others record and process trouble tickets. There are  
20 many other OSS that provide a wide variety of other functions.

21

22 **Q. WHAT PURPOSES DO OSS SERVE IN CONNECTION WITH CLEC**  
23 **ORDERS?**

24 A. CLECs need access to OSS to obtain products and services from Qwest and other  
25 incumbent local exchange carriers ("ILECs"). Most important, OSS are used to  
26 process orders that CLECs submit for resold products and unbundled network  
27 elements. CLECs typically submit these orders in the form of electronic local

1 service requests (“LSRs”) that enter Qwest’s OSS, are converted into service  
2 orders, and are processed through downstream systems. The downstream systems  
3 use the information on the service orders to perform the provisioning functions.  
4 Once the customer has service, information about that customer can be found on a  
5 customer service record. That information is necessary for the billing and repair  
6 functions provided by Qwest’s OSS.

7

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

9 A. Electronic interfaces facilitate the exchange of information between the OSS of a  
10 CLEC and those of Qwest. An interface allows a CLEC to submit pre-order and  
11 order transactions to Qwest electronically. The interface also permits the  
12 electronic exchange of other information between CLECs and Qwest, including  
13 information about products and services, installation timelines, the characteristics  
14 of facilities, and the completion of orders.

15

16 There are two primary methods for electronically exchanging these types of  
17 information - batch transfers and real-time transactions. An electronic interface  
18 that uses a batch transfer method processes large amounts of information and  
19 transmits the information from one computer system to another. This type of data  
20 processing accumulates large amounts of information, groups related transactions  
21 together, and transmits them on a scheduled basis, generally once a day. Batch  
22 transfers enable a large amount of information to be transmitted efficiently  
23 between computers. For example, although switches record call detail messages  
24 as they are made, Qwest’s Customer Record Information System (“CRIS”)  
25 Billing System processes the call details on a scheduled daily basis.

26

27 An electronic interface that uses a real-time method, on the other hand, processes  
28 data and/or transactions in an interactive mode, similar to a conversation. A  
29 transaction or query is sent from one computer system to another and a response  
30 is sent back without waiting for a scheduled transfer time. For example, if a

1 CLEC's computer system submits a request for information about the availability  
2 and characteristics of an unbundled loop, Qwest's OSS will receive the request  
3 through the interface, conduct a query of its databases, and transmit the  
4 responsive information back to the CLEC's computer system. Unlike batch  
5 transmissions, real-time transactions are executed in direct response to a request.  
6 These transactions are real-time in the sense that the time needed to handle a  
7 specific request is the only time that elapses between receipt of a request and  
8 sending a response. Qwest's computer system answers the CLEC's computer as  
9 soon as it has the information the CLEC requested. Generally, a real-time  
10 electronic interface is necessary whenever the information requested is needed to  
11 influence the next step of an ongoing process.

12  
13 **Q. WHAT IS IMA?**

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

24  
25 **Q. WHAT IS UNIQUE ABOUT A COMPUTER-TO-COMPUTER**  
26 **ELECTRONIC INTERFACE?**

27 A. A computer-to-computer electronic interface, also known as an application-to-  
28 application interface, is a link that allows the computer systems of one company  
29 to communicate with the computer systems of another company. In the case of

1 IMA-EDI, this interface allows CLECs to submit transactions, such as orders for  
2 UNEs, directly from their computer systems into Qwest's computer systems.

3

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

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

13

14 If a CLEC is using an application-to-application interface, the CLEC must  
15 work with Qwest to certify the business scenarios that CLEC will be using  
16 in order to ensure successful transaction processing in production. If  
17 multiple CLECs are using a service bureau provider, the service bureau  
18 provider need only be certified for the first participating CLEC;  
19 subsequent CLECs using the service bureau provider need not be re-  
20 certified. Qwest and CLEC shall mutually agree to the business scenarios  
21 for which CLEC requires certification. Certification will be granted for  
22 the specified Release of the application-to-application interface. If CLEC  
23 is certifying multiple products or services, CLEC has the option of  
24 certifying those products or services serially or in parallel if technically  
25 feasible.<sup>36</sup>

26

27 **Q. PLEASE EXPLAIN CONTROLLED PRODUCTION TESTING AND ITS**  
28 **RELATIONSHIP TO OSS TESTING.**

29 A. Controlled Production Testing is the third step in the application-to-application  
30 certification testing process. The CMP Document identifies this as one of five

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<sup>36</sup> See Qwest Exhibit 1.1, CMP Document, Chapter 11, page 84.



1 parts of the certification testing process, and indicates that all five parts of the  
2 process are required.<sup>37</sup>

3  
4 Controlled Production is permitted after the successful completion of the  
5 Progression Testing Phase. The Controlled Production process is designed to  
6 confirm environment configuration and validate the ability of the CLEC to  
7 transmit EDI data that meets X12 standards. Controlled Production consists of  
8 the submission of requests to the Qwest production environment for provisioning  
9 as production orders. Qwest and the CLEC use Controlled Production results to  
10 determine operational readiness for full Production turn-up.<sup>38</sup>

11  
12 Controlled Production process is designed to validate CLEC ability to transmit  
13 transactions that meet industry standards and comply with Qwest business rules.  
14 Controlled Production consists of submitting requests to the Qwest production  
15 environment for provisioning as production orders with limited volumes. Qwest  
16 and CLEC use Controlled Production results to determine operational readiness  
17 for full production turn-up.<sup>39</sup>

18

19 **Q. DOES QWEST INCUR ANY COSTS FOR CONDUCTING**  
20 **CONTROLLED PRODUCTION TESTING?**

21 A. Yes. Controlled production testing requires staff from Qwest to work with each  
22 CLEC to closely monitor transactions submitted by each CLEC. While each  
23 CLEC only has to have staff to submit and monitor its own transactions. Qwest  
24 must monitor transactions for all CLECs who must conduct controlled production

---

<sup>37</sup> See Qwest Exhibit 1.1, CMP Document, Chapter 11, page 85.

<sup>38</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>39</sup> See Qwest Exhibit 1.1, CMP Document, Definitions, p. 126.

1 testing for each release. While Qwest incurs significant costs to conduct  
2 controlled production testing, Qwest has determined that the risk of insufficient  
3 testing outweighs the cost of conducting the tests.  
4

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

7 A. Qwest's language is as follows:  
8

9 12.6.9.4 Controlled Production – Qwest and CLEC will perform  
10 controlled production. The controlled production process is designed to  
11 validate the ability of CLEC to transmit EDI data that completely meets  
12 X12 (or mutually agreed upon substitute) standards definitions and  
13 complies with all Qwest business rules. Controlled production consists of  
14 the controlled submission of actual CLEC production requests to the  
15 Qwest production environment. Qwest treats these pre-order queries and  
16 orders as production pre-order and order transactions. Qwest and CLEC  
17 use controlled production results to determine operational readiness.  
18 Controlled production requires the use of valid account and order data.  
19 All certification orders are considered to be live orders and will be  
20 provisioned.  
21

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

24 A. Eschelon proposes the following changes:  
25

26 12.6.9.4 Controlled Production – Qwest and CLEC will perform  
27 controlled production. The controlled production process is designed to  
28 validate the ability of CLEC to transmit EDI data that completely meets  
29 X12 (or mutually agreed upon substitute) standards definitions and  
30 complies with all Qwest business rules. Controlled production consists of  
31 the controlled submission of actual CLEC production requests to the  
32 Qwest production environment. Qwest treats these pre-order queries and  
33 orders as production pre-order and order transactions. Qwest and CLEC  
34 use controlled production results to determine operational readiness.  
35 Controlled production requires the use of valid account and order data.

1 All certification orders are considered to be live orders and will be  
2 provisioned. **Controlled production is not required for recertification,**  
3 **unless the Parties agree otherwise. Recertification does not include**  
4 **new implementations such as new products and/or activity types.**  
5

6  
7 **Q. HAS ESCHELON MADE AN ALTERNATE PROPOSAL FOR THIS**  
8 **SECTION?**

9 A. Yes. Eschelon proposes in the alternative:

10  
11 12.6.9.4 Controlled Production – Qwest and CLEC will perform  
12 controlled production, **for new implementations, such as new products,**  
13 **and as otherwise mutually agreed by the Parties.** The controlled  
14 production process is designed to validate the ability of CLEC to transmit  
15 EDI data that completely meets X12 (or mutually agreed upon substitute)  
16 standards definitions and complies with all Qwest business rules.  
17 Controlled production consists of the controlled submission of actual  
18 CLEC production requests to the Qwest production environment. Qwest  
19 treats these pre-order queries and orders as production pre-order and order  
20 transactions. Qwest and CLEC use controlled production results to  
21 determine operational readiness. Controlled production requires the use of  
22 valid account and order data. All certification orders are considered to be  
23 live orders and will be provisioned.  
24

25 **Q. IS THERE ANY PRACTICAL DIFFERENCE BETWEEN ESCHELON'S**  
26 **TWO PROPOSALS?**

27 A. No. Both proposals have the same effect.  
28

29 **Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED**  
30 **LANGUAGE REGARDING CONTROLLED PRODUCTION OSS**  
31 **TESTING?**

32 A. Eschelon's language has two problems. First, it makes participation in the  
33 controlled production phase of application-to-application phase of certification

1 testing negotiable. Second, it indicates circumstances under which controlled  
2 production testing is not required.

3

4 **Q. WHY IS IT REASONABLE TO ALLOW QWEST TO**  
5 **AVOIDNEGOTIATING THE NEED FOR PARTICIPATION IN**  
6 **CONTROLLED PRODUCTION TESTING?**

7 A. Qwest designs the interface systems. Qwest's systems serve wholesale customers  
8 as well as Qwest network and retail operations. Any controlled production testing  
9 imposes more costs on Qwest than any one CLEC. Given this situation, it is  
10 reasonable that Qwest establish the requirements for CLECs to use these interface  
11 systems and extremely unlikely that Qwest would impose such an obligation  
12 without a reasonable good faith basis for requiring such testing.

13

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

16 A. Yes. The CMP document states:

17

18 New Releases of the application-to-application interface may require re-  
19 certification of some or all business scenarios. A determination as to the  
20 need for re-certification will be made by the Qwest coordinator in  
21 conjunction with the Release Manager of each Release. Notification of  
22 the need for re-certification will be provided to CLEC as the new Release  
23 is implemented. The suite of re-certification test scenarios will be  
24 provided to CLECs with the Final Technical Specifications. If CLEC is  
25 certifying multiple products or services, CLEC has the option of certifying  
26 those products or services serially or in parallel, if technically feasible.<sup>40</sup>

27

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

30

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<sup>40</sup> See Qwest Exhibit 1.1, CMP Document, Chapter 11, page 84.

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

3 A. No, not always. It was accurate for prior releases of IMA. It is not accurate for  
4 the current release, IMA 20.0.<sup>41</sup>

5

6 **Q. IF ESCHELON'S LANGUAGE WERE ACCURATE, WHY WOULD**  
7 **QWEST OBJECT TO THE ADDITION OF THIS LANGUAGE IN THE**  
8 **CONTRACT?**

9 A. While the language may be accurate for one release of IMA, it may not be  
10 accurate for the next. For every new release of IMA, Qwest determines what  
11 testing will be required for that release, including whether or not testing is  
12 required for recertification, and under what circumstances. If Eschelon's  
13 language is included in the contract, Qwest would have to negotiate with  
14 Eschelon regarding Eschelon's participation in Controlled Production testing,

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<sup>41</sup> Qwest's XML Implementation Guidelines clearly state Qwest's policy regarding testing requirements for CLECs moving to new releases of IMA, including when Controlled Production Testing will be required:

Recertification is the process by which CLECs demonstrate the ability to correctly generate and accept transactions that were updated for the new release. For each release, Qwest will determine which transactions require the CLEC to perform recertification testing. For a given release, it is possible that only some of the transactions will require recertification by the CLEC. That decision by Qwest will be based upon the following factors:

- Mapping changes
- Changes to Qwest business rules enforced by the system

Transactions requiring recertification will be made known to the CLEC in the Recertification Memo, issued with the Disclosure Documents for the new release. As detailed in the minimum requirements below, a migration test will be required for each product.

At the time a CLEC migrates to a new release, any transaction(s) that the CLEC does not yet have in production using a current IMA version is considered to be a new implementation effort. These transactions must be implemented using all Phases of the implementation lifecycle as defined in this document. **In some releases, existing transactions are updated with significant additions that add business rules and/or large schema changes. If the CLEC intends to continue use of the product, they will be required to perform a new product implementation of this transaction. This will entail Progression Testing and Controlled Production submittal of scenarios that reflect the new functionality.** (IMA XML Implementation Guidelines Release 20.0, 2-05-07, p. 41.) (Emphasis added.)

1 essentially giving Eschelon the right to opt-out. Controlled Production testing  
2 cannot be negotiable. If Qwest determines that Controlled Production testing is  
3 required, even for recertification, there should be no question that any CLEC that  
4 wishes to use the Application-to-Application interface must successfully complete  
5 Controlled Production testing. Controlled Production testing protects Qwest's  
6 systems against potential downtime, and potential negative impacts on other  
7 CLECs and on other Qwest customers. Eschelon cannot be permitted to refuse to  
8 participate in Controlled Production testing when Qwest has determined that this  
9 testing is necessary to protect all users of Qwest's systems.  
10

11 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION CHOOSE FOR**  
12 **THE INTERCONNECTION AGREEMENT?**

13 A. Qwest's language is more reasonable and is based on Qwest's need to ensure that  
14 those CLECs who wish to link their computer systems to Qwest's for application-  
15 to-application ordering do not have a negative impact on the systems they are  
16 connecting to, and thus on other CLECs and other Qwest customers. This  
17 Commission should approve Qwest's language for section 12.6.9.4 of the  
18 Interconnection Agreement.  
19

20 **X. CONCLUSION**  
21

22 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

23 A. My testimony shows that an underlying theme of the language that Eschelon has  
24 proposed regarding service intervals and in Section 12 is an attempt to undermine  
25 the CMP. The CMP was developed in cooperation with the CLEC community  
26 and allows both Qwest and CLECs to respond to changes in the  
27 telecommunications industry. Eschelon's proposals would have the effect of  
28 giving Eschelon the ability to pre-empt changes, thus eliminating the

1 effectiveness of the CMP. Qwest asks this Commission to adopt Qwest's  
2 language for these sections of the Interconnection Agreement.

3

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

5 A. Yes, it does.

6