

Section 12 Eschelon Proposed Language March 18, 2004

The attached Section 12 March 18, 2004 is as it was presented by Eschelon to Qwest on March 18, 2004 with the following changes:

- Regular Text indicates the language is the same or substantially similar to the Qwest's Template Interconnection Agreement V1.10 2/02/04 language
- ***Bold Italics Text*** indicates language is the same or substantially similar to the Qwest/AT&T Interconnection Agreement language and the language was not contained in Qwest's Template Interconnection Agreement V1.10 2/02/04
- **Bold Text** indicates the language is the same or substantially similar to the Qwest Wholesale Website documentation.
- Underlined Text indicates Eschelon's proposed language
- Footnotes have been added to site sources documentation for language that is the same or substantially similar to the Qwest Wholesale Website documentation. Note: To the extent that the language was from the Qwest Wholesale Website documentation, it was based on the documentation posted on the Qwest Wholesale Website at the time the section was present to Qwest. (2004). Therefore the version number (if applicable) of the Qwest document has been provided.
- **Gray Text** indicates those items Eschelon conceded during the negotiations process.

From: Clauson, Karen L.
Sent: Thursday, March 18, 2004 6:35 PM
To: 'Miles, Linda'
Cc: Sullivan, Mary; Houston, Neil; Cameron, Kelly-WDC; Kennedy, Robert.F; Olson, Joan M.; Markert, William D.; Johnson, Bonnie J.; Goldberg, Tobe L.
Subject: Business Processes - Section 12 - Eschelon Proposal

Linda:

Enclosed is Eschelon's proposed language for Section 12, Business Processes. Also enclosed are Eschelon's proposed Exhibits M and N, which are referenced in Section 12. Exhibit M is the Qwest's Manual Steps Required for Copper Facility Assignment Process, and Exhibit N is Qwest's Fiber Facility Assignment Process for DS1 and above (both taken from Qwest's web site and moved to Word documents).

Eschelon's proposed language in Section 12 and the Exhibits is the same for all of our states (except language in Section 12 recognizing different time zones, as noted in the document).

If language in Eschelon's proposal is either the same or similar to language in the Qwest-AT&T ICA, Eschelon has generally indicated the paragraph number from the Qwest-AT&T ICA in yellow shading as a "former" paragraph number. There are also some Eschelon notes at the end of the document with respect to definitions and other sections of the ICA, etc. Eschelon's proposals generally reflect current Qwest processes, consistent with Qwest's own documentation of those processes.

As indicated in Issues 44 and 46 in Eschelon's 11/26/03 Matrix, and as we have mentioned since then, Eschelon has reviewed the various process requirements in the ICA together. Rather than either not dealing with some process requirements or doing so sporadically throughout the ICA, Eschelon has tried for the most part to bring together processes used by Eschelon in one "Business Processes" section. To our business folks, this is a more user-friendly approach and more in line with how they will use the ICAs. Eschelon's proposed approach is similar to the approach taken in the existing ICAs between the Parties (generally based on the former AT&T ICAs). Attachment 5 in WA and Attachment 8 in CO of our existing ICAs, for example, are also entitled "Business Processes" and deal with such processes. In MN, Attachments 5 and 6 of our existing ICA deal with Provisioning and Ordering and Maintenance. Eschelon's approach is also similar to, or an extension of, the approach taken in the new Qwest-AT&T ICAs in which Qwest and AT&T centralized and expanded much of the billing and recording processes into Section 21. Just as it makes sense to do so for billing in Section 21, it makes sense to do so for the other processes (pre-ordering, ordering, provisioning, maintenance and repair) in Section 12.

Please review the enclosed proposed language and provide us with Qwest's responses. If Qwest continues to decline participation in formulating an issues matrix at this time, perhaps Qwest could provide Eschelon with its responses to Section 12 language in a format similar to Qwest's Dec. 22, 2003 "Section 8 Responses" document, before we arrange calls to discuss Section 12.

Proposed Section 12:

Proposed Exhibits M and N:

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NOTE: Regarding additional/modified defined terms and other issues affecting other Sections of the ICA, or notes generally, see “NOTES” section at the end of this document. If language in Eschelon's proposal is either the same or similar to language in the Qwest-AT&T ICA, Eschelon has generally indicated the paragraph number from the Qwest-AT&T ICA in yellow shading as a "former" paragraph number.

Section 12.0 – BUSINESS PROCESSES

12.1 General Terms (former 12.1)

12.1.1 (former 12.1.1) Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. (Qwest and CLEC responsibilities for on-going support of OSS are set forth in Section 12.1.1.1 below.) These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. This Section describes Qwest's OSS interfaces, as well as manual processes, that Qwest shall provide to CLEC to support Pre-ordering, Ordering, Provisioning, Maintenance and Repair and Billing. (For additional Billing information, see Section 21.)

12.1.1.1 (former 12.1.1) Qwest will continue to make improvements to the electronic OSS interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest **shall submit change requests**¹ and provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.1.6.

12.1.1.2 (former 6.4.3) The Pre-ordering, Ordering, Provisioning, installation, Maintenance and Repair processes for CLEC's service requests are applicable whether CLEC's service requests are submitted via OSS or by manual process (e.g., facsimile).

12.1.1.3 Qwest will provide output information to CLEC in the form of bills, files, and reports, as set forth below in Section 12.1.3.2.3, Section 12.1.3.2.3.1, and Section 21 (Billing) and will also provide access to information through databases and documentation on Qwest's web site, as set forth below in Section 12.1.3.2.

12.1.2 Nondiscrimination

12.1.2.1 (former 12.1.2) Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, **such as Pre-ordering, Ordering and Provisioning of resold services**, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other Party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of

¹ Qwest Wholesale Website: Qwest CMP Document 12/11/2003

Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand. Services that Qwest shall provide in substantially the same time and manner (e.g., substantially the same in timeliness and quality) to that which Qwest provides to itself, its End User Customers, its Affiliates or any other Party, include (former 12.3.1.1 and former 12.3.6.4):

12.1.2.1.1 Business process support, including escalations (former 12.3.12.1);

12.1.2.1.2 CLEC's access to Due Dates, including on-time Firm Order Confirmations (FOCs), so that CLEC does not appear to be less efficient and responsive to its potential End User Customer's than Qwest.

12.1.2.1.3 (former 12.3.24.9) Service order processing capabilities and best efforts to minimize CLEC service order impacts during Switch hardware additions and modifications;

12.1.2.1.4 (former 12.3.23.2) Notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.1.2.1.5 (former 12.2.1.9.1) Provisioning services during at least the same business hours, including out-of-hours services.

12.1.2.1.6 (former 6.4.8) Intervals provided to CLEC. (Intervals are those set forth in Exhibit C or those provided by Qwest to itself, its End User Customers, its Affiliates or any other Party, whichever is shorter, unless CLEC requests otherwise.)

12.1.2.1.7 (former 12.3.15.1) Trouble report processing, status information (including repair completion), and commitment intervals for similar trouble conditions;

12.1.2.1.8 (former 12.3.1.3) Response time priority for trouble reports from CLEC;

12.1.2.1.9 (former 12.3.24.7.8) Restoration of service to End User Customers, including restoration of service in the event that CLEC End User Customer service is disconnected in error during switch and frame conversion activity;

12.1.2.1.10 (former 12.3.20.1) Answer time and quality for manually-reported Maintenance and Repair calls by CLEC to Qwest;

- 12.1.2.1.11 (former 12.3.6.1) Testing and access to testing results, including that Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer;
- 12.1.2.1.12 (former 12.3.16.1) Notice that a trouble report commitment (appointment or interval) has been or is likely to be missed;
- 12.1.2.1.13 (former 12.3.13.1) Maintenance and Repair dispatch personnel availability;
- 12.1.2.1.14 (former 12.3.9.1) Notice of Major Network Outages;
- 12.1.2.1.15 (former 12.3.10.1) Scheduled Maintenance and Repair;
- 12.1.2.1.16 (former 12.3.10.2) Notice of potentially CLEC End User Customer impacting Maintenance and Repair activity, to the extent Qwest can determine such impact; and negotiation of mutually agreeable dates with CLEC;
- 12.1.2.1.17 (former 12.3.24.5) Identification and notification of the particular dates and locations for frame conversion embargo periods prior to instituting an embargo period;
- 12.1.2.1.18 (former 12.3.24.6) Identification and notification of the particular dates and locations for Switch conversion embargo periods prior to instituting an embargo period;
- 12.1.2.1.19 (former 12.3.24.7.1) Use of best efforts to avoid loss of End User Customer service associated with LSRs of any kind issued during Switch or frame conversion quiet periods;
- 12.1.2.1.20 (former 12.3.24.8) Implementation of service order embargoes and/or quiet periods during Switch upgrades; and
- 12.1.2.1.21 (former 12.3.22.4) Information contained in, and updates to, the ICONN database, which is described in Section 12.1.3.2.5 below, and any other databases with a retail analogue.
- 12.1.2.2 (former 12.3.19.2) All Qwest employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, Qwest shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers)

12.1.3 Documentation, Questions, Escalations, and Disputes

12.1.3.1 (former 12.2.10.1) Qwest shall provide complete and accurate documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions and Qwest's manual processes. As described in this Section 12.1.3, this assistance will include documentation, training, a Qwest account team for CLEC, and help desk support.

12.1.3.2 Documented Processes and Information

12.1.3.2.1 (former 12.1.2 and former 12.2.1.10.1) Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules, specifications, test cases, mapping examples and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently and to enable CLEC to design its own systems. Qwest will provide information to CLEC in writing. (former 12.2.1.9.1) Qwest will post such information, including business rules regarding out-of-hours Provisioning, on Qwest's web site. If Qwest fails to provide such information or provides inaccurate information, Qwest will remedy the situation and such remedy shall not include requiring CLEC to perform coding changes outside of major releases. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards.

12.1.3.2.2 (former 12.1.1) Additional technical information and details about Qwest's OSS shall be provided by Qwest to CLEC in training sessions and documentation and support, such as Qwest's "Interconnect Mediated Access User's Guide." Qwest shall maintain its Interconnect Mediated Access User's Guide on Qwest's wholesale web site. (former 6.2.1) Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses unless the Parties agree otherwise.

12.1.3.2.3 Qwest provides output information to CLEC in the form of bills, files, and reports (former 12.2.5), including:

12.1.3.2.3.1 (former 12.2.5.2.8) The Qwest Street Address Guide (SAG) provides Address and Serving Central Office Information. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.2 (former 12.2.5.2.8) The Qwest Features Availability Matrix (FAM) provides USOCs and descriptions by state, and USOC availability by NPA-NXX with the exception of Centrex and provides InterLATA/IntraLATA Carriers by NPA-NXX. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.3 Bills and Daily Usage Files (DUF), which are described in Section 21.

12.1.3.2.3.4 Loss and completion reports, which are described below in Section 12.3.7.

12.1.3.2.4 (former 9.2.4.1 and 12.2.10.3) Qwest will provide and maintain detailed Pre-ordering, Ordering, Provisioning and installation, Maintenance and Repair and Billing processes on the Qwest wholesale web sites. These web sites will also include electronic interface training information and user documentation.

12.1.3.2.5 (former 12.3.22.1-4) Qwest will maintain and update an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices. This data base will also include CPNI information, **NXX activity reports, switch features, switch conversions and upgrades, switch replacements, switch generic changes, embargo dates, loop data, usage data, Digital Loop Carrier (DLC) Remote Terminal (RT) equipment cabinets by Distribution Area (DA), outside plant and interoffice facility jobs (at least those greater than \$100,000), Universal Digital Carrier (UDC) information., and DA maps².** This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.1.3.2.6 Qwest will maintain and update information databases, available to CLEC via Qwest's Web site, for the purpose of allowing CLEC to obtain information about the following:

12.1.3.2.6.1 **Resale voice messaging (known as the BVMS database);³**

12.1.3.2.6.2 **Current status on ASRs for at least 56k, 64k, 9.6k, DSO, DS1, DS3, Feature Group, LIS and wireless services that have been delayed due to facility shortages,**

² Qwest Wholesale Website: ICONN Database

³ Qwest Wholesale Website: Network Database Tools

equipment shortages or other issues (known as Held, Escalated, Expedite (HEET) tool);⁴

12.1.3.2.6.3 Qwest will maintain and update additional information databases, available to CLEC via Qwest's Web site, for the purpose of allowing CLEC to obtain accurate information about Resale voice messaging (known as the BVMS database)⁵, allowing CLEC to obtain current status on service orders that have been delayed due to facility shortages, equipment shortages or other issues (known as the Held, Escalated & Expedited Tool (HEET)),⁶ allowing CLEC to obtain information about Resale Products (known as the Resale Product Database (RPD))⁷, allowing CLEC to obtain detailed information on USOCs and FIDs (known as the USOC and FID finder)⁸, allowing CLEC to access information for all Network Disclosures, allowing CLEC to obtain information regarding Qwest feature availability (known as the Feature Availability Matrix (FAM)), allowing CLEC access to Qwest's Street Address Guide Area (SAGA), allowing CLEC to obtain technical information and publications, allowing CLEC to obtain information about trouble reporting codes and trouble disposition codes,⁹ allowing CLEC to obtain information about training courses and training, and allowing CLEC to obtain information on forums and meetings.¹⁰

12.1.3.2.7 When information about an existing Qwest process is missing or requires clarification in Qwest documentation available to CLEC, Qwest will develop new or clarify existing documentation about that process and post it to Qwest's web site. Pursuant to Qwest's External Documentation Request Process, CLEC may also request that Qwest so document or clarify language about an existing process. To do so, CLEC will submit an External Documentation Request Form (available on Qwest's web site) to Qwest.¹¹

⁴ Qwest Wholesale Website: Held, Escalated & Expedited Tool (HEET) Job Aid

⁵ Qwest Wholesale Website: Network Database Tools

⁶ Qwest Wholesale Website: Held, Escalated & Expedited Tool (HEET) Job Aid

⁷ Qwest Wholesale Website: Resale Product Database (RPD)

⁸ Qwest Wholesale Website: USOC and FID Finder

⁹ Qwest Wholesale Website: Network General Information.

¹⁰ Qwest Wholesale Website: Training

¹¹ Qwest Wholesale Website: External Documentation Requests Process & CLEC External Process Clarification Request

12.1.3.2.7.1 Within two (2) business days from receipt of the request, Qwest will notify CLEC if the request is incomplete and identify the additional information needed or, if an initial determination has been made, notify CLEC that the request is out of the scope for such a documentation request. If the request is complete and appears to be within the scope, Qwest will send an acknowledgement of receipt to CLEC. This establishes the Acknowledgement Date. *Id.*

12.1.3.2.7.2 Within ten (10) business days after the Acknowledgement Date, Qwest will determine if it believes the request is in scope. If so, Qwest will determine a Target Completion Date. If not, Qwest and CLEC will attempt to resolve the issue. If no resolution is reached, either Party may escalate. *Id.*

12.1.3.2.7.3 Within fourteen (14) business days, Qwest will notify CLEC if the request has been accepted or denied. If denied, CLEC may escalate. If accepted, Qwest will complete the request and publish notice to CLECs within ten (10) business days. Qwest will provide documentation, including at least a Level 2 notice, pursuant to CMP guidelines in Exhibit G, unless the parties to CMP agree to a different level of notice or request. Qwest will notify CLEC when the request is complete and will close the request ten (10) Days after the effective date. *Id.*

12.1.3.2.8

All applications and forms that are referred to in this Agreement or are used to implement any of its provisions shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement.

12.1.3.2.9 (former 12.1.8.1) Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section 12. Qwest will document such plans and post the documentation on Qwest's website. For requests that are not CLEC-specific, Qwest will work cooperatively with CLECs through the Change Management Process (CMP) to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.1.3.3 Points of Contact for Assistance and Hours of Availability

12.1.3.3.1 Contact Lists: (former 6.4.6) CLEC shall provide Qwest, and Qwest shall provide CLEC, with written points of contact information (including names, titles, telephone numbers, email addresses, and other pertinent information, such as pager numbers, if applicable) for inquiries and problem resolution arising when conducting business under this Agreement, including Pre-ordering, Ordering, Provisioning, Maintenance and Repair, and Billing issues. The Parties are both responsible for reviewing and providing updates to such information to ensure it is current and accurate.

12.1.3.3.2 Account Team: A Qwest Account Team will assist CLEC in conducting business with Qwest. The Qwest Account Team will consist of a Sales Team and a Service Team or, if both Parties agree, all members of the Account Team may be devoted to service issues. The Sales Team responds to inquiries relating to products and generates sales proposals. The Service Team responds to inquiries relating to Pre-ordering, Ordering, Provisioning, Maintenance and Repair, and Billing issues. The Qwest Service Manager is one of the points of escalation¹² in the escalation process described below.

12.1.3.3.2.1 A detailed description of the roles and responsibilities of the Sales Team and Service Team will be maintained on the Qwest wholesale web site. Such roles and responsibilities will include at least the following: *Id.*

12.1.3.3.2.1.1 The Qwest Service Team will respond to CLEC inquiries in various ways, including pager, voicemail, written correspondence (including email), conference calls, and face-to-face meetings. When the Qwest Service Manager is in the office during normal business hours, CLEC may expect a telephone call in response to a page within 15-30 minutes. When the Qwest Service Manager is out of the office, the Qwest Service Manager will assign a Qwest representative to respond to such calls. For voicemail, when the Qwest Service Manager is in the office during normal business hours, CLEC may expect a response within four (4) hours. When the Qwest Service Manager is out of the office, the Qwest Service Manager's voicemail greeting will advise CLEC of the Service Manager's availability and contact information for an alternate representative who is in the office. *Id.*

12.1.3.3.2.1.2 When issues arise, the Qwest Service Team will handle post mortems (root cause analysis) when CLEC submits a request for a post mortem. A

¹² Qwest Wholesale Website: Account Team / Sales Executives and Service Managers V7.0.

Qwest Service Manager will review the logged notes, if any, regarding the event and determine the cause, the process used to repair/restore service, if applicable, and the process(es) implemented to prevent a reoccurrence of the event. Working with Qwest's support centers and Network Reliability Operations Center, as applicable, a Qwest Service Manager will conduct the Root Cause Analysis (RCA) and provide CLEC the complete analysis in writing as soon as it is available. Investigation and preparation of a typical post mortem takes from 2-10 business days depending on the complexity of the event. *Id.*

12.1.3.3.2.1.3 Qwest will provide project coordination for projects. Depending upon CLEC's request, the Sales Team or the Service Team will assist with Project Management/Coordination. Qwest's Sales Team will assist in obtaining project management for the installation of services such as new Optical Carrier (OC) systems, e.g., OC48, OC 12, etc. Qwest's Service Team will assist with project management for existing services, such as a grooming request, e.g., moving existing trunks to CLEC's new switch or grooming existing Digital Signal Level 1 (DS1) to new Digital Signal Level 3 (DS3) hubs. CLEC may request project coordination from the Sales Team or Service Team and Qwest will determine which team will handle the project coordination. *Id.*

12.1.3.3.2.2 In the event that a different Qwest Sales Executive or Service Manager is assigned to CLEC, the former Qwest Sales Executive or Service Manager will be responsible for familiarizing the new Qwest Sales Executive or Service Manager with CLEC's corporate profile and all contact information, CLEC's sales and/or service objectives, CLEC's network, this Agreement and any pending amendments to this Agreement, and CLEC's meeting schedules. The former Qwest Sales Executive or Service Manager will also: (a) transition all current open issues/sales proposals to the new Qwest Sales Executive and/or Service Manager along with all background information, parties involved, commitments and timelines; (b) establish a conference call or meeting with CLEC to introduce CLEC to the new Qwest Sales Executive or Service Manager; and (c) provide CLEC's files to the new Qwest Sales Executive and/or Service Manager including emails and any pertinent documentation. *Id.*

12.1.3.3.3 Support Centers/Help Desks: Qwest shall also provide support centers (sometimes referred to as “help desks”) for CLEC to gain assistance with inquiries and to submit trouble reports.

12.1.3.3.3.1 (former 12.3.7.1) Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers and representatives involved in the trouble resolution processes.

12.1.3.3.3.1.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number. (Depending on the circumstances, such trouble report tickets are sometimes referred to by various names, such as “Trouble Ticket,” “Escalation Ticket” or “Chronic Ticket.”) Qwest will communicate the trouble report tracking number (i.e., the “ticket” number) to CLEC at the time the trouble is reported. Closing of trouble reports is addressed in Section 12.4.4 below.

12.1.3.3.3.2 Qwest shall provide at least five types of support center assistance:

12.1.3.3.3.2.1 Interconnect Service Center Help Desk: (former 12.2.10.3) Qwest will provide Interconnect Service Center (ISC) Help Desks which will provide a point of entry for CLEC to gain assistance in areas involving order submission and manual processes and to report troubles. The ISC provides assistance regarding Interconnect Resale Services, Asynchronous Transfer Mode (ATM) Services, Resale Frame Relay, Complex Resale, Centrex, Local Number Portability (LNP), Interim Number Portability (INP), Unbundled Network Elements. If additional assistance is required, Qwest will transfer CLEC to the Qwest Customer Service Inquiry and Education (CSIE) Center. The CSIE will research such issues and contact CLEC regarding resolution of the issues.¹³

12.1.3.3.3.2.1.1 CLEC may report troubles at any time to the ISC, and the ISC will open a trouble report ticket. Although CLEC generally may report network troubles to the Maintenance and Repair support centers, Qwest’s systems do not allow CLEC to do so before the service order completes in Qwest’s systems. Often CLEC does not know when the service order completes. CLEC may contact the ISC to report network trouble if the

¹³ Qwest Wholesale Website: Wholesale Customer Contact V20.0 PCAT.

service request was completed within the past 72 business hours. ¹⁴ If the service order completes before a trouble report ticket is opened and the issue is typically handled by the Maintenance and Repair support centers, the ISC may inform CLEC that the service order has completed and offer the option to CLEC of being transferred to the applicable Maintenance and Repair center to open a ticket. If the ISC/CSIE opens a trouble report ticket, the ISC/CSIE will complete the work on that trouble report until it is resolved and the ticket closed and will not refer or transfer CLEC to another support center, unless CLEC requests otherwise.

12.1.3.3.3.2.1.2 For LNP issues, CLEC may call the ISC if the issue arises either 48 hours before or after the due date. More than 48 hours before the due date, CLEC may call the Maintenance and Repair support center. More than 48 hours after the due date, CLEC may call the AMSC. During LNP activities, CLEC may contact the Qwest ISC to request a manual concurrence for failed LNP subscription activity or if CLEC experiences problems during CLEC port activity that require restoration to Qwest facilities. ¹⁵

12.1.3.3.3.2.1.2.1 Failed Subscription Activity. Occasionally, during the port process, the New Service Provider (NSP) may experience a problem with the Number Portability Administration Center (NPAC) subscription that will require a manual concurrence from the Old Service Provider (OSP). The NSP should verify that there is no pending subscription activity at the NPAC before contacting the ISC for assistance. If a pending subscription from the OSP is found at the NPAC, then CLEC may submit the matching subscription activity and complete the port activation on the Due Date (DD). If after verifying that there is not a pending port out subscription at the NPAC and CLEC is

¹⁴ Qwest Wholesale Website: Wholesale Customer Contact V20.0 PCAT.

¹⁵ Qwest Wholesale Website. LNP PCAT V25.0

less than 48 hours from the DD/Frame Due Time (FDT), CLEC may contact the ISC to request a manual concurrence. At any time on the DD, if CLEC experiences a problem and requires manual concurrence, CLEC may contact the ISC for assistance. *Id.*

12.1.3.3.3.2.1.2.2 Failed Port Activities. If CLEC experiences problems during CLEC port activity and determines that the End User Customer service needs to be restored on Qwest facilities, CLEC may contact the Qwest ISC and open a trouble report ticket. The NSP controls the port activation. Once the broadcast has been sent from the NPAC to all service providers and the subscription is “active,” the TN has been ported to the NSP. At this point, Qwest, as the OSP, does not have control of the ported TN and cannot change any part of the subscription in the NPAC. If CLEC is experiencing problems with the broadcast, Qwest will work cooperatively to assure the routing information is correct. *Id.*

12.1.3.3.3.2.1.2.3 CO: The ISC Help desk will be available at least Monday through Friday 6:00 AM - 10:00 PM Mountain time and Saturday 7:00 AM - 6:00 PM Mountain time. The ISC CSR hotline for LSRs will be available at least Monday through Friday from 6:00 AM to 6:00 PM Mountain Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 6:00 AM to 6:00 PM Mountain Time. If CLEC’s service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1. ¹⁶

12.1.3.3.3.2.1.2.3 MN: The ISC Help desk will be available at least Monday through Friday 7:00 AM - 11:00 PM Central time and Saturday 8:00 AM - 7:00 PM Central time. The ISC CSR hotline for LSRs will be available at least

¹⁶ Qwest Wholesale Website, Wholesale Customer Contacts V20.0

Monday through Friday from 7:00 AM to 7:00 PM Central Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 7:00 AM to 7:00 PM Central Time. If CLEC's service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1. *Id.*

12.1.3.3.3.2.1.2.3 WA: The ISC Help desk will be available at least Monday through Friday 5:00 AM - 9:00 PM Pacific time and Saturday 6:00 AM - 5:00 PM Pacific time. The ISC CSR hotline for LSRs will be available at least Monday through Friday from 5:00 AM to 5:00 PM Pacific Time. The Qwest support centers providing assistance regarding ASRs will be available at least Monday through Friday from 5:00 AM to 5:00 PM Pacific Time. If CLEC's service request was completed within the past 72 hours, see Section 12.1.3.3.3.2.1.1. *Id.*

12.1.3.3.3.2.2 Systems Help Desk: (former 12.2.10.2.1 The CLEC Systems Help Desk (also known as the IT Help Desk) will provide a point of entry for CLEC to gain assistance with systems issues. System issues include those involving connectivity, system availability, and file outputs:

12.1.3.3.3.2.2.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, dedicated web site access, and password verification.

12.1.3.3.3.2.2.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors include Resale/POTS; UNE POTS; non-POTS services and Maintenance and Repair.

12.1.3.3.3.2.2.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors

include any output files that Qwest provides to CLEC via File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or web browser, such as Daily Usage File; Loss/ Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.1.3.3.3.2.2.4 CO: The Systems Help Desk will be available at least Monday through Friday 6:00 AM - 8:00 PM Mountain Time and Saturday 7:00 AM - 3:00 PM Mountain Time.¹⁷

12.1.3.3.3.2.2.4 MN: The Systems Help Desk will be available at least Monday through Friday 7:00 AM - 9:00 PM Central Time and Saturday 8:00 AM - 4:00 PM Central Time. *Id.*

12.1.3.3.3.2.2.4 WA: The Systems Help Desk will be available at least Monday through Friday 5:00 AM - 7:00 PM Pacific Time and Saturday 6:00 AM - 2:00 PM Pacific Time. *Id.*

12.1.3.3.3.2.2.5 Additional information regarding the Systems/IT Help Desk is set forth in Section 12.0 of Exhibit G to this Agreement.

12.1.3.3.3.2.3 Maintenance and Repair Support Centers: Qwest Maintenance and Repair support center services include at least ensuring trouble isolation procedures are immediately initiated for reported trouble; provide CLEC with a trouble report tracking number for reference; coordinate among Qwest departments to resolve wholesale product and service related troubles; monitor open trouble reports; communicate status to CLEC; accept CLEC requests for escalation and cooperatively manage them within Qwest when CLEC deems necessary; provide CLEC with support when an electronic interface (e.g., CEMR) is unavailable, and answer questions regarding trouble reports or processes.¹⁸

12.1.3.3.3.2.3.1 The Repair Call Handling Center (RCHC) will provide a point of entry for CLEC to gain assistance for Maintenance and Repair

¹⁷ Qwest Wholesale Website Wholesale Customer Contacts V20.0

¹⁸ Qwest Wholesale Website Maintenance and Repair Overview V26.0

calls involving Plain Old Telephone Service (POTS), and Non-Complex Products and Services. CLEC may initiate a trouble report through electronic interface (e.g., CEMR) or by calling either RCHC for POTS and Non-Complex services or the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs).¹⁹

12.1.3.3.3.2.3.2 The Account Maintenance Support Center (AMSC) will provide a point of entry for CLEC to gain assistance for Maintenance and Repair calls involving Unbundled Network Elements (UNEs) and Complex services. *Id.*

12.1.3.3.3.2.3.3 The Enhanced Services Center (ESC) will provide a point of entry for CLEC to gain assistance with Voice Messaging or Advanced Intelligent Network (AIN) call features, security code (password) resets. *Id.*

12.1.3.3.3.2.3.4 The RCHC, AMSC and ESC will be available at least seven (7) Days a week, twenty-four (24) hours a day (“7X24”). Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest’s RCHC and AMSC (always available 7X24) can call-out technicians or other personnel required for the identified situation (**former 12.3.11.1**).

The Qwest technicians who provisioned the circuit will provide their name, direct call back number, and normal work schedule. CLEC may call the technician directly within 30 Days of installation completion to report trouble and open a trouble report ticket. During this 30-Day timeframe, CLEC may also elect to report trouble via electronic interface (e.g., CEMR) or to the applicable support center (e.g., AMSC) as described above.²⁰

¹⁹ Qwest Wholesale Website Wholesale Customer Contact V20.0

²⁰ Qwest Wholesale Website Maintenance and Repair Overview V26.0

The Maintenance and Repair window for major Switch Maintenance and Repair activities off hours is set forth below in Section 12.4.3.13.1.

12.1.3.3.3.2.4 Qwest CLEC Coordination Center: The Qwest CLEC Coordination Center (QCCC) will provide a point of entry for CLEC to gain assistance with all coordinated Unbundled Loop product installations. The QCCC Coordinators are responsible for ensuring the successful completion of the coordinated installation. The QCCC also provides a warranty service where Qwest technicians will work to resolve any Maintenance and Repair issues for 30 days after installation.²¹

12.1.3.3.3.2.4.1 CO: The QCCC will be available at least Monday through Friday 6:00 AM to 8:00 PM Mountain Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day. *Id.*

12.1.3.3.3.2.4.1 MN: The QCCC will be available at least Monday through Friday 7:00 AM to 9:00 PM Central Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day. *Id.*

12.1.3.3.3.2.4.1 WA: The QCCC will be available at least Monday through Friday 5:00 AM to 7:00 PM Pacific Time. The QCCC's warranty service will be available seven (7) Days a week, twenty-four (24) hours a day. *Id.*

12.1.3.3.3.2.4.2 For UNEs, CLEC may call the QCCC for its warranty service within 30 Days of service order completion to report trouble. The QCCC will follow the trouble reporting procedures set forth in Section 12.1.3.3.3.1.1. During this 30-Day timeframe, CLEC may also elect to report trouble via electronic interface (e.g., CEMR) or to the applicable support center (e.g., AMSC) as described above.²²

²¹ Qwest Wholesale Website: Wholesale Customer Contacts V20.0

²² Qwest Wholesale Website: Maintenance and Repair Overview V26.0

12.1.3.3.3.2.5 Listings Operations Customer Service Center

12.1.3.3.3.2.5.1 Listings Operations Customer Service (LOCS) center will provide a point of entry for CLEC to gain assistance for listing and confirmation services, including Directory Service Confirmation and Error Detail (DSRED) report Firm Order Confirmation (FOC), verification proofs and Directory Listing Inquiry System (DLIS).²³

12.1.3.3.4 OSS Interfaces: Qwest will make OSS interfaces available at least as follows:

12.1.3.3.4.1 (former 12.2.1.1) Qwest shall provide electronic interface gateways for submission of LSRs, ASRs, and trouble reports, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.1.3.3.4.2 (former 12.2.1.7) Qwest shall provide Facility Based EDI and GUI Listing interfaces to enable CLEC listing data to be translated and passed into the Qwest listing database. These interfaces are based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.1.3.3.4.3 (former 12.2.3.1) Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Section 20, Exhibit B and/or Exhibit K.

12.1.3.3.4.4 (former 12.2.3.2) Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable. Information regarding planned outages and production support is contained in 12.0 of Exhibit G.

12.1.3.3.5 Escalations: CLEC may initiate an escalation for any issue, at any time, and at any escalation point.²⁴

12.1.3.3.5.1 CLEC may initiate an escalation by calling the applicable support center or, for maintenance and repair issues, submitting a trouble report electronically (GUI). If a Qwest representative is unable to resolve a problem or provide the

²³ Qwest Wholesale Website: Wholesale Customer Contacts V20.0

²⁴ Qwest Wholesale Website: Expedites and Escalations Overview V7.0

requested information to the CLEC's satisfaction, CLEC may escalate through each level of the applicable Qwest organization (e.g, for Maintenance and Repair: testers, duty supervisor, manager, director, vice president) (former 12.3.12.2). Qwest will supply CLEC with a written escalation level contact list (former 12.2.1.10.1). CLEC may escalate to any level desired in its sole discretion. CLEC is not required to wait any length of time to escalate to the next tier and may move to any tier when using the escalation process.

12.1.3.3.5.2 CLEC may obtain escalation status from Qwest by telephone. For Maintenance and Repair, CLEC may obtain escalation status from Qwest by telephone and electronic interface. Qwest's Account Team may also provide status information by email.²⁵

12.1.3.3.5.3 If a trouble report tracking number has been assigned, the same number will be used throughout the process until closure pursuant to Section 12.4.4 (e.g., the ticket will not be closed, and a new ticket with a new number opened, when escalating to other tiers or departments).

12.1.3.3.6 Disputes: If the Parties are unable to resolve issues, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

12.1.3.3.7 Billing: For questions, escalations and disputes regarding Connectivity Billing, Recording, and Exchange of Information, see Section 21.

212.1.4 Acknowledgement of Mistakes

12.1.4.1 For reported troubles, Major Network Outages, and alleged behavior that is discriminatory or otherwise violates policy, Qwest will, upon request, provide to CLEC written information that will contain a root cause analysis of the issue.²⁶

12.1.4.2 When a Qwest error or policy non-compliance occurs, Qwest will provide to CLEC a written acknowledgement of such mistakes and non-compliance with policy. Upon CLEC request, Qwest shall: *Id.*

12.1.4.2.1 Provide to CLEC a non-confidential written acknowledgment and explanation which CLEC may, if it desires, share with the affected End User Customer. If the error occurred during processing of an order, Qwest's written acknowledgement will use the following language, in

²⁵ Qwest Wholesale Website: Maintenance and Repair Overview V26.0

²⁶ Minnesota Docket P-421/C-03-616 "Order Finding Service Inadequate and Requiring Compliance Filing.

addition to any explanation, in the acknowledgement: “Qwest acknowledges its mistake in processing this wholesale order. The error was not made by the new service provider.” *Id.*

12.1.4.2.2 Apply the procedures in Section 12.1.4.2.1 to all errors in processing wholesale orders made by Qwest (not limited to service order typing errors).

12.1.4.2.3 Communicate to line staff that time is of the essence for both identifying the error and providing the acknowledgement in Section 12.1.4.2.1; and, require such acknowledgment as soon as practicable after the cause of the error is identified. *Id.*

12.1.4.2.4 Use Qwest letterhead or other indicia to show that Qwest is making the acknowledgement. *Id.*

12.1.4.2.5 Provide the acknowledgement to CLEC, who in turn may provide it to the End User Customer (so Qwest does not deal directly with CLEC’s End User Customer). *Id.*

12.1.4.2.6 Prevent use of a confidentiality designation (to ensure CLEC may provide the acknowledgement to its End User Customer). *Id.*

12.1.4.2.7 Identify clearly for CLEC to whom requests for acknowledgements should be directed at Qwest and ensure the Qwest individual(s) receiving such requests have authority to provide the acknowledgment without delay and are trained on the process. *Id.*

12.1.5 Responsibilities Relating to End User Customers

12.1.5.1 (former 6.4.1) CLEC, or CLEC’s agent, shall act as the single point of contact for its End User Customers’ service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, trouble reports, Maintenance and Repair, post-sale servicing, Billing, collection and inquiry. (former 12.3.19.1) CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.1.5.2 (former 12.3.19.3) Qwest will recognize CLEC as the Customer of Record for all services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest’s single and sole point of contact for all CLEC End User Customers.

12.1.5.3 (former 6.4.1) CLEC’s End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest’s End User Customers

contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service. Neither Party shall initiate discussion of its products and services with the other Party's End User Customer during a misdirected call.

12.1.5.4 Specifically with respect to Maintenance and Repair, CLEC and Qwest will employ the following procedures with respect to the other Party's End User Customers:

12.1.5.4.1 (former 12.3.8.1.1) CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective Maintenance and Repair bureaus.

12.1.5.4.2 (former 12.3.8.1.2) End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.1.5.4.3 (former 12.3.8.1.3) CLEC and Qwest will provide their respective Maintenance and Repair contact numbers to one another on a reciprocal basis and will provide End User Customers with their service provider's name, if available.

12.1.5.4.4 (former 12.3.2.1) Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.1.5.4.5 (former 12.3.2.3) This Section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.1.5.4.6 (former 12.3.2.2) Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest's products and services with CLEC End User Customer²⁷ and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.

²⁷ Qwest Wholesale Website: Maintenance and Repair Overview V26.0

12.1.6 Change Management (former 12.2.6)

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.3 Qwest will maintain the most current version of the CMP Document on its wholesale website. In CMP, incorporating a change into

the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous and CLEC both participates in the vote and votes "Yes" to all aspects of the modification(s).

12.1.6.4 **In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.** ²⁸ In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. Nothing in Exhibit G alters this Section 12.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 **(former 12.2.1.9)** Qwest will provide access to **Pre-Ordering**²⁹, Ordering and **post-ordering functions**³⁰, **including order status**³¹. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.2 Service Requests: Qwest offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (EDI or EXACT), or web access (GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below. ³²

12.2.2.1 Local Service Requests **(former 12.2.1.1 – 12.2.1.3)**: CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via Qwest's Electronic Data Interchange (EDI) tool or Qwest's web based Graphical User Interface (GUI).

12.2.2.1.1 **(former 12.2.1.2)** The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order

²⁸ Qwest Wholesale Website: Qwest CMP Document 12/11/2003

²⁹ Qwest Wholesale Website: Pre-Ordering Overview V27.0

³⁰ Qwest Wholesale Website: Provisioning and Installation Overview V32.0

³¹ Qwest Wholesale Website: Ordering Overview V44.0

³² Qwest Wholesale Website: Qwest Interconnect OSS Electronic Access

Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

12.2.2.1.2 (former 12.2.1.3) The GUI shall provide a single interface for Pre-Order, Order and **Post-Order**³³ transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

12.2.2.1.3 Relating Service Requests and Managed Projects: Related service requests and/or projects include any request for service by a single CLEC resulting in the issuance of multiple service requests that must be worked simultaneously for the request to be completed. If the related service requests constitute a project, each service request must have an assigned Project ID on the LSR form, and a Qwest Project Manager/Coordinator will monitor the project. A Qwest Service Manager will work with CLEC to negotiate projects on an individual case basis. If the related service requests do not constitute a project, the Qwest support center (e.g., ISC) will coordinate processing of the requests. Related requests may be assigned a Related Purchase Order Number (RPON) or Related Order (RORD) number.³⁴

12.2.2.1.4 Consolidation, Deconsolidation, and Rearrangement of LSRs *Id.*

12.2.2.1.4.1 CLEC may convert or consolidate multiple existing accounts residing on separate Qwest Customer Service Records (CSRs) on a single LSR if all accounts will be converted to, or added to, the same account for the same End User Customer at the same address. Qwest will accept one LSR with up to 20 account numbers that may currently reside on separate CSRs. The process to consolidate or convert multiple accounts onto a single account using one LSR will be available at least when consolidating or converting from Qwest Retail, Resale, Unbundled Network Elements-Platform (UNE-P) POTS, or UNE-P Centrex 21 to Resale POTS, UNE-P POTS, Resale Centrex 21, or UNE-P Centrex 21. CLEC may request both the Qwest Voice and Qwest Data services at the same time on one LSR. This

³³ Qwest Wholesale Website: IMA User Guide.

³⁴ Qwest Wholesale Website: Ordering Overview V44.0

request will be provided to the CLEC at no additional charge.
Id.

12.2.2.1.4.2 The process to deconsolidate a single account into multiple accounts using one LSR will be available at least if the end result involves like products and services and the End User Customer's address is not changing. If deconsolidation of an account involves splitting an existing account into more than one account with different product types, CLEC must issue a separate LSR for each additional new account established. In such cases, the LSRs may be related via a RPON. *Id.*

12.2.2.1.5 Additional terms regarding LSRs are set forth below and, for Unbundled Network Elements (UNEs), in Section 9.

12.2.2.2 **Access Service Requests: Wholesale Interconnection products and services, such as Local Interconnect Services (LIS)³⁵, Unbundled Dark Fiber (UDF)³⁶, Unbundled Dedicated Interoffice Transport (UDIT)³⁷, and private line transport service are ordered using Access Service Request (ASR) forms.**

12.2.2.2.1 **CLEC may choose to submit ASRs manually or electronically.**³⁸

12.2.2.2.2 **(former 12.2.1.6.1) Qwest shall provide a GUI and computer-to-computer batch file interface for submission of Access Service Request (ASRs) based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements. The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based.**³⁹

12.2.2.2.2.1 **Qwest's Telecommunications Information Access Ordering Systems (TELEcommunication Information System (TELIS) - UNIX) will allow CLEC to electronically submit ASRs at least to request trunking and facilities between CLEC and Qwest for LIS.**⁴⁰

12.2.2.2.2.2 **Qwest's Online Request Application (QORA)**

³⁵ Qwest Wholesale Website: Local Interconnection Service (LIS) V13.0

³⁶ Qwest Wholesale Website: Unbundled Dark Fiber (UDF) V17.0

³⁷ Qwest Wholesale Website: Unbundled Dedicated Interoffice Transport (UDIT).

³⁸ Qwest Wholesale Website: Ordering Overview V44.0

³⁹ Qwest Wholesale Website: QORA User Guide 1.01

⁴⁰ Qwest Wholesale Website: Qwest Interconnect OSS Electronic Access V19.0

will allow CLEC to use a Graphical User Interface (GUI) to electronically submit ASRs at least to request trunking and facilities between CLEC and Qwest for LIS. *Id.*

12.2.2.2.3 Additional terms regarding ASRs are set forth below and, for Interconnection, in Section 7.4 and, for UNEs, in Section 9.

12.2.2.3 Other Requests

12.2.2.3.1 Collocation and Poles, Ducts and Right of Way are not ordered using LSRs or ASRs. Ordering of these products and services is described in Sections 8 and 10, respectively.

12.2.3 Supplements and Canceled Service Requests ⁴¹

12.2.3.1 **CLEC may submit a supplement to a LSR or ASR (known as a “supplement” or “supplemental order”) that serves as a request to cancel or to add or change an already existing, previously submitted LSR or ASR. *Id.***

12.2.3.2 **Qwest will not charge CLEC for submitting a supplement or canceling or resubmitting a service request. *Id.***

12.2.3.3 **Qwest will accept a verbal supplement change request to LSRs for one of the following reasons: Connecting Facility Assignment (CFA) or slot change on the due date; due date change on the due date (except for LNP); system outages for CLEC or Qwest when the supplement could not be electronically submitted; when any of the service orders related to an LSR are completed; and cancel on a due date or cancellations pertaining to the work back process. For Unbundled Loop, verbal CFA or slot changes may be made up to three days prior to the due date. *Id.***

12.2.3.3.1 **When a Due Date (DD) supplement or cancel cannot be submitted due to a system outage, Qwest will accept verbal requests submitted to the applicable support center. After restoration of the system, CLEC will submit an LSR supplement for the DD change or cancel that was processed verbally. *Id.***

12.2.4 Pre-Ordering Real Time Functions (former 12.2.1.4)

12.2.4.1 (former 12.2.1.4) Qwest will provide real time, electronic access to pre-order functions to support CLEC’s Ordering via the electronic interfaces described herein. Qwest will make at least the following real time pre-order functions available to CLEC:

12.2.4.1.1 (former 12.2.1.4.1) For LSRs, features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

⁴¹ Qwest Wholesale Website: Ordering Overview V44.0

12.2.4.1.1.1 Service availability functionality will allow CLEC to confirm the products, services, and/or long distance carriers offered in a specific Qwest Central Office (CO).⁴² If Qwest or CLEC identifies an error in the verification of CLEC's information, Qwest will correct the CLEC's service availability information within 48 hours.

12.2.4.1.2 (former 12.2.1.4.2) For LSRs, access to Customer Service Records (CSRs) for End User Customers on Qwest's network (e.g., resale, UNE-P, or Qwest retail customers). The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.4.1.2.1 Qwest will update a CSR and make it available to CLEC within three (3) to five (5) business days of date service order activity completed in Qwest's systems.⁴³ To ensure Qwest meets this interval, Qwest will complete error resolution activities on the first day that the error occurs.

12.2.4.1.2.2 If CLEC identifies incorrect information on the Qwest CSR, Qwest will correct the information in the CSR at CLEC's request.⁴⁴

12.2.4.1.2.3 For Qwest CSRs that contain multiple telephone lines, the Qwest CSR will identify which line each Universal Service Order Code (USOC) is associated with by listing the TN as Field Identifier (FID) detail following the individual USOC. CSRs that contain only one line generally do not contain the TN FID detail following the individual USOC. All USOCs in the single line account are associated with the TN contained in the account number.⁴⁵

12.2.4.1.2.4 CLEC may choose to request a CSR from the ISC. If so, Qwest will provide the requested CSR within 3 business days of CLEC's request to Qwest. *Id.*

12.2.4.1.3 (former 12.2.1.4.3) For LSRs, Telephone Number (TN) request and selection;

⁴² Qwest Wholesale Website: Pre-Ordering Overview V27.0

⁴³ Qwest Wholesale Website: Billing Information – Customer Records and Information System (CRIS) V23.0

⁴⁴ Qwest Wholesale Website: Ordering Overview V45.0

⁴⁵ Qwest Wholesale Website: Pre-Ordering Overview V27.0

12.2.4.1.3.1 CLEC may request TNs real time for at least the following: new service; a new line on existing service; change of a telephone number; and custom (also known as vanity) telephone numbers. Qwest will provide TNs that are available to CLEC. *Id.*

12.2.4.1.3.2 TNs the CLEC accepts, including custom numbers, must be submitted to Qwest on an LSR within 30 calendar days from acceptance or the TNs will be returned to the TN database. *Id.*

12.2.4.1.4 (former 12.2.1.4.4) For LSRs, information regarding whether dispatch is required for service installation and available installation appointments;

12.2.4.1.4.1 A dispatch appointment is required when the real-time facility availability response indicates a technician dispatch is needed for a new line installation or other physical work at the wire center or the End User Customer's premises.⁴⁶

12.2.4.1.5 (former 12.2.1.4.5) For LSRs, reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.4.1.5.1 CLEC can select the date and time of the first available appointment or the appointment the CLEC would like to have (if available) when Qwest requires a Qwest technician be dispatched for premises or non-premises work.⁴⁷

12.2.4.1.5.2 CLEC can override an appointment for a coordinated hot cut in the Qwest appointment scheduling tool when the date and time desired for the coordinated hot cut is not available and the requested date and time is within the interval in Exhibit C and not outside Qwest's business hours.⁴⁸

12.2.4.1.5.3 Appointments reserved via the Qwest appointment scheduling tool will remain in effect for 24 business hours.⁴⁹

12.2.4.1.6 (former 12.2.1.4.6) For LSRs and ASRs, service

⁴⁶ Qwest Wholesale Website: Pre-Ordering Overview V27.0

⁴⁷ Qwest Wholesale Website: Interconnect Mediated Access V15.0 User Guide

⁴⁸ Qwest Wholesale Website: Local Service Request (LSR) LSOG 6 Preparation Guide V42.0

⁴⁹ Qwest Wholesale Website: Pre-Ordering Overview V27.0

address verification;

12.2.4.1.6.1 Validating the End User Customer's address confirms that the service address is serviced by Qwest and is valid in Qwest's databases. Service address information includes street number prefix; street number; street number suffix; street directional prefix (e.g., North, South, etc.); street name; street thoroughfare designation (e.g., St., Ave., Hwy, etc.); street directional suffix (e.g., North, South, etc.); descriptive or unnumbered addresses such as route numbers, Unit or Apartment number, Room, Floor, or Building; city (e.g., village, township, etc.); state; and ZIP/Postal Code.⁵⁰

12.2.4.1.6.2 If, while performing an address validation, CLEC identifies that the End User Customer's address is invalid, CLEC will notify Qwest and Qwest will correct or add the address information within its system(s). Qwest will request the service address information to process an address correction and, if applicable, will provide at least the following information to CLEC: Numbering Plan Area/Numeric Numbering Plan (NPA/NXX) of the serving wire center; correct spelling of the street address; service availability (e.g., call waiting); Primary Interexchange Carrier (PIC) availability.⁵¹

12.2.4.1.7 (former 12.2.1.4.7) For LSRs, facility availability; Loop qualification to verify if the facility can handle the type and volume of the line requested, including resale-DSL, Integrated Service Digital Network-Basic Rate Interface (ISDN-BRI); and and Unbundled ADSL Compatible Loop; and Loop make-up information, including Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.4.1.7.1 Facility availability functionality is available when the service request involves new line(s), loop(s) or circuit(s) for at least the following services:⁵²

12.2.4.1.7.1.1 Non-POTS services (e.g., Centrex services, Private Lines, etc.) and High Capacity Signal (HICAP): Display the number of circuits and lines, class of service, assignable USOCs, appropriate service code, and location of any Multiplexers (MUXs).
Id.

⁵⁰ Qwest Wholesale Website: Pre-Ordering Overview V27.0

⁵¹ Qwest Wholesale Website: Pre-Ordering Overview V27.0

⁵² Qwest Wholesale Website: Pre-Ordering Overview V27.0

12.2.4.1.7.1.2 Converting POTS to Unbundled Loop: List loop characteristics for Unbundled Loop service when migrating from one Local Exchange Carrier to another. *Id.*

12.2.4.1.7.1.3 Plain Old Telephone Service (POTS) Facility Availability: Show the number and status of working lines at a location. *Id.*

12.2.4.1.7.1.4 Raw Loop Data: Retrieve Raw Loop Data by segments and sub-segments. *Id.*

12.2.4.1.7.1.5 Integrated Digital Services Network (ISDN). *Id.*

12.2.4.1.7.2 Terms relating to Qwest's Loop qualification tools are set forth in Section 9.2.2.8.

12.2.4.1.8 (former 12.2.1.4.8) For LSRs and ASRs, a list of valid available Connecting Facility Assignments (CFAs), **including both available and assigned connecting facilities.**⁵³

12.2.4.1.9 (former 12.2.1.4.9) For LSRs, a list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops; and

12.2.4.1.10 (former 12.2.1.4.10) Feature availability information.

12.2.5 Migration/Conversion Ordering Activity on New or Existing Accounts

12.2.5.1 Migrations and conversions are terms used interchangeably when an End User Customer moves from one Local Service Provider (LSP) to another. The term LSP describes the company that provides local services to the End User Customer. CLEC or Qwest may be an End User Customer's LSP in a migration or conversion scenario. Full Migration occurs when all services/lines contained on the Customer Service Record (CSR) and billed to the Old LSP (OLSP) under a primary telephone number or account telephone number are migrating to the New LSP (NLSP) and no services/lines remain on the OLSP account under that account telephone number. Partial Migration occurs when a portion of the End User Customer's services/lines billed to the OLSP under a single account telephone number are being migrated and one or more services/lines remain with the OLSP under that account telephone number.⁵⁴

⁵³ Qwest Wholesale Website: Pre-Ordering Overview V27.0

⁵⁴ Qwest Wholesale Website: Migrations and Conversion Overview V14.0

12.2.5.2 CLEC may order, and Qwest will process, at least the following types of migrations:

12.2.5.2.1 Bundled to bundled conversions, including Qwest Retail to Resale or UNE Combination; Resale to Resale; Resale to UNE-P; UNE-P to Resale; and UNE Combination to UNE Combination. ⁵⁵

12.2.5.2.2 Bundled to Unbundled conversions, including: Qwest Retail, Resale, or UNE-P to Unbundled Local Loop (with or without LNP). This involves reusing the loop facility and retaining the End User Customer's telephone number via LNP, if applicable. *Id.*

12.2.5.2.3 Unbundled to Bundled, including Unbundled Local Loop to Resale or UNE-P (with or without LNP); and Unbundled Local Loop to Qwest Retail (with LNP). This involves reusing the loop facilities and retaining the End User Customer's telephone number via LNP, if applicable. *Id.*

12.2.5.2.4 Unbundled to Unbundled, including Unbundled Local Loop to Unbundled Local Loop. Unbundled Local Loop to Unbundled Local Loop migration refers to the change of responsibility or coordination of loop reuse for unbundled local Loops from the OLSP to a NLSP. *Id.*

12.2.5.2.5 Port In, including same location/End User Customer not moving, new location/End User Customer moving, End User Customer moving to new location served by existing provider, and End User Customer moving to new location served by existing provider with new facilities. *Id.*

12.2.5.2.5.1 A wholesale "Port In" is when a Resale, UNE-P or Public Access Line (PAL) provider requests that its End User Customer's Telephone Numbers (TNs) be ported from any CLEC switch into a Resale, UNE-P or PAL provider service to be served by a Qwest switch. The Resale or UNE-P provider can request re-use of facilities on Port In activity. ⁵⁶

12.2.5.2.6 Port With In, including transfer of service within a Rate Center (i.e. To & From (T&F)); moving Telephone Numbers TN(s) from one switch to another, within the same Central Office (This is often done when moving DID TN(s) from one trunk group to another when established on different switches.); conversion to Resale/UNE-P and a move request via a single Local Service Request (LSR); changing from RSID to ZCID with Port Within to a new address outside the existing switch but within the same Rate Center. This

⁵⁵ Qwest Wholesale Website: Migrations and Conversion Overview V14.0

⁵⁶ Qwest Wholesale Website: Port In V3.0

also includes conversion or transfer of service (change, new activity or T&F) on existing accounts with previously ported TNs and Port FIDs, including conversion (change or new activity) requests from Retail to Resale or UNE-P, Resale to UNE-P, UNE-P to Resale and Resale or UNE-P conversions to different products if out/in activity is created on the previously ported TN and results in a change to another existing account or creates a new separate CSR.⁵⁷

12.2.5.2.6.1 There are two types of Port Within services: (a) Port Within (Service Type Portability), which is the ability to retain the same telephone number(s) when changing from one local service to another, such as from Plain Old Telephone Numbers (POTS) to Integrated Services Digital Network (ISDN) (The service address is not changing and is within the same Rate Center.); and (b) Port Within (Location Portability), which is the ability to retain the same telephone number(s) when moving from one service location to another. *Id.*

12.2.5.3 Qwest allows End User Customers to migrate their service from one LSP to another, regardless of their credit status with the current LSP. This means that Qwest does not prevent an End User Customer with an unpaid bill or credit problem with one provider (including Qwest) from migrating their service to another provider. The previous provider is responsible for collecting any balance due them.⁵⁸

12.2.5.4 A Courtesy Disconnect is a request by a CLEC to disconnect an account that does not belong to it, as part of a migration scenario. Typically, the CLEC has already provisioned new service for the End User Customer and is now requesting a disconnect for the End User Customer's old service with another provider. The account may be Retail, Resale, or UNE-P. The LSP for the service to be disconnected may be another CLEC or Qwest. Qwest will accept Courtesy Disconnects for the following telephone number based products: (a) Plain Old Telephone Service (POTS); (b) Centrex; and (c) Integrated Services Digital Network (ISDN). Qwest will also accept Courtesy Disconnects on a T1 (Digital Signal level 1 (DS1)) for Digital Switched Services (DSS), Primary Rate Service (PRS), Uniform Access Solution (UAS) Service, and integrated T1 products when a Related Purchase Order Number (RPON) is submitted to disconnect all associated trunks and Direct Inward Dialing (DID) station numbers. *Id.*

12.2.5.5 When possible, Qwest will re-use facilities for an Unbundled Local Loop associated with migration/conversion activity. *Id.* See Section 12.3.5.)

⁵⁷ Qwest Wholesale Website Port Within V3.0

⁵⁸ Qwest Wholesale Website: Migrations and Conversions Overview V14.0

12.2.5.6 Qwest will provide a Port In and Port Within pre-completion call process. This process will provide advanced notice to CLEC when Qwest dispatches a technician on such an order. Qwest will place the call notification to CLEC, at a telephone number provided by CLEC, upon dispatch to the premise. ⁵⁹

12.2.6 Application Date ⁶⁰

12.2.6.1 The date on which a Party receives a complete and accurate service request from the other Party is known as the Application Date. *Id.*

12.2.6.2 CO: For applicable products, if a complete and accurate request is received before 3:00 p.m. Mountain Time (MT), the Application Date is the same day as the request is received. Anything received after 3:00 p.m. MT utilizes an APP of the next business day. *Id.*

12.2.6.3 CO: For applicable products, if a complete and accurate request is received before 7:00 p.m. Mountain Time (MT), the APP Date is the same day as the request is received. Anything received after 7:00 p.m. MT utilizes an APP of the next business day. *Id.*

12.2.6.4 CO: Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 12p.m. Mountain Time. *Id.*

12.2.6.2 MN: For applicable products, if a complete and accurate request is received before 4:00 p.m. Central Time (CT), the Application Date is the same day as the request is received. Anything received after 4:00 p.m. CT utilizes an APP of the next business day. *Id.*

12.2.6.3 MN: For applicable products, if a complete and accurate request is received before 8:00 p.m. Central (CT), the APP Date is the same day as the request is received. Anything received after 8:00 p.m. CT utilizes an APP of the next business day. *Id.*

12.2.6.4 MN: Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 1p.m. Central Time. *Id.*

12.2.6.2 WA: For applicable products, if a complete and accurate request is received before 2:00 p.m. Pacific Time (PT), the Application Date is the same day as the request is received. Anything received after 2:00 p.m. PT utilizes an APP of the next business day. *Id.*

⁵⁹ Qwest Wholesale Website: Port In V3.0 and Port Within V3.0

⁶⁰ Qwest Wholesale Website: Qwest Service Interval Guide (SIG) V31.0

12.2.6.3 WA: For applicable products , if a complete and accurate request is received before 6:00 p.m. Pacific Time (PT), the APP Date is the same day as the request is received. Anything received after 6:00 p.m. PT utilizes an APP of the next business day. *Id.*

12.2.6.4 WA: Certain requests may be eligible for a same-day due date. To be eligible for a same day due date a complete and accurate request must be received before 11a.m. Pacific Time. *Id.*

12.2.7 Order Status Notices

12.2.7.1 Qwest will provide order status notices to CLEC. Qwest will send CLEC such notices via the same method CLEC used to submit the service request. **If CLEC used a mechanized tool, CLEC may refer to that tool to receive, access, or view jeopardy notices, FOCs, PSONs, rejects, LSR status and status updates.**⁶¹

12.2.7.2 Qwest will provide at least the following order status notices on a non-discriminatory basis:

12.2.7.2.1 Firm Order Confirmations. When CLEC places an electronic order (LSR, ASR, or supplemental order), Qwest will provide CLEC with an electronic Firm Order Confirmation (FOC) notice. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Intervals for FOCs are set forth in Exhibit C.

12.2.7.2.2 **Provider Initiated Activity Notice. Qwest will send CLEC a Provider Initiated Activity (PIA) notice (the predecessor of which was known as the Change Flag (CFLAG)), to communicate agreed upon changes in limited circumstances when Qwest makes changes on the service order that are different from what CLEC requested on the original service request or supplement.**⁶²

12.2.7.2.2.1 **When the PIA/CFLAG field is marked on the confirmation notice, Qwest will populate the Remarks section of that notice with text indicating any deviations from the original CLEC request.** *Id.*

12.2.7.2.3 **Pending Service Order Notification. At the time that Qwest issues or changes the service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. The PSON will provide CLEC with information that appears on the Qwest service order, including the USOCs and FIDs in the service order's Service and Equipment (S&E) and listings sections. If any of that service order information is omitted from the PSON, Qwest will return a message on the PSON indicating service order**

⁶¹ Qwest Wholesale Website: Interconnect Mediated Access V15.0 User Guide

⁶² Qwest Wholesale Website: Provisioning and Installation Overview V34.0

information is not available via PSON. CLEC may call the Qwest support center to obtain that information. The PSON will be available via GUI (Graphical User Interface) and EDI (Electronic Data Interchange). *Id.*

12.2.7.2.4 Jeopardy Notices. A jeopardy, caused by either CLEC or Qwest, endangers completing provisioning and/or installation processes and impacts meeting the scheduled due date of CLEC service request. The purpose of the jeopardy notification process is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC service requests. The sequence of sending a jeopardy notification and/or a FOC may change depending on when a jeopardy condition is identified. *Id.*

12.2.7.2.4.1 (former 12.2.1.9.4) When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.2 (former 12.2.1.9.5) When CLEC places a manual order, Qwest shall provide notification of any instances when Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.3 (former 12.3.16.1) CLEC may telephone Qwest Maintenance and Repair support centers or use the electronic interfaces to obtain jeopardy status.

12.2.7.2.4.4 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).⁶³

12.2.7.2.4.4.1 Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but before the CNR situation arises (i.e., a subsequent FOC). If Qwest does jeopardize the service request with a CNR jeopardy in error before sending CLEC a subsequent FOC, Qwest will remove the CNR jeopardy from the service request, work with CLEC to complete the order, and re-classify the jeopardy as a Qwest (not CNR) jeopardy.

⁶³ Qwest Wholesale Website: Provisioning and Installation Overview V34.0

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.

12.2.7.2.5 Non-Fatal Error Notices. Non-Fatal Errors are error conditions identified on a LSR form that the Qwest ISC Agent may be able to correct, with CLEC approval, to allow the order to proceed without rejection. When a Non-Fatal Error is identified, Qwest will send CLEC an error notice (unless CLEC indicates otherwise) advising CLEC that action is required to correct the condition. Examples of Non-Fatal Errors include near match of Centrex information (e.g., Common Block), missing fields (except those which result in a rejection without a call), initiator telephone or fax number missing.⁶⁴

12.2.7.2.5.1 To resolve the error condition, CLEC must submit a supplemental order correcting the missing or incorrect information within 4-business hours of receipt of the Non-Fatal Error notice or Qwest will reject the LSR. *Id.*

12.2.7.2.5.2 If Qwest's systems do not allow CLEC to supplement order within the 4-business hour period, Qwest will accept a verbal supplement. *Id.*

12.2.7.2.6 Fatal Rejection Notices. Qwest will send CLEC notices of Fatal Rejections, also known as Fatal Errors, when Qwest does not have enough data, or the correct data, to accurately process the CLEC service request. In some cases, Qwest's systems will not allow CLEC to submit a service request if data is missing (such as through use of up-front edits). If Qwest's systems allow CLEC to submit the service request without sufficient or correct data necessary to accurately process the CLEC service request, however, Qwest will send CLEC a Fatal Reject notice. The Fatal Reject notice will include the action CLEC was requesting, the problem(s) encountered, and a description of the next steps that CLEC may take to address those problems.⁶⁵ If a problem is not apparent at the time Qwest sends the Fatal Reject notice, Qwest will send an additional Fatal Reject notice regarding that problem.

12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request.⁶⁶

⁶⁴ Qwest Wholesale Website: Ordering Overview V45.0

⁶⁵ Qwest Wholesale Website: Ordering Overview V45.0

⁶⁶ Qwest Wholesale Website: Ordering Overview V45.0

12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC's discretion, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC. The due date will be the original desired due date requested by CLEC on the LSR. *Id*

12.2.7.2.7 Qwest Rejection Notices Due to Central Office Embargo

12.2.7.2.7.1 Qwest may declare a Central Office embargo on certain ordering activity when Qwest must perform switch work that will preclude the processing of service requests while the work is conducted as set forth in Section 12.4.3.12.4. The embargo period will be no longer than necessary to perform such work. For Maintenance and Repair hours for scheduled switch work of this type, see Section 12.4.3.12.8 below.

12.2.7.2.7.2 Qwest will notify CLECs, using its event notification process, at least thirty (30) Days in advance of such an embargo. The notice will provide at least the reason for the embargo, the affected Central Office/Switch, and the date(s) of the embargo. If an unplanned equipment failure causes an unanticipated embargo, Qwest will provide notice when it learns of the need for an embargo.

12.2.7.2.7.3 Qwest will validate by NPA-NXX or CLLI code that the desired due date (DDD) of service requests does not fall within an embargo period for the specified Central Office/Switch. If DDD falls within an embargo period, Qwest will send a Fatal Reject notice to CLEC. The notice will state that the CLEC DDD is during an embargo period for the Central Office, provide the date on which the embargo ends, and indicate that CLEC may select a due date on or after that date.⁶⁷

12.2.7.2.7.3.1 The following products will be excluded from such a rejection: Unbundled Loop, Unbundled Feeder Loop, Unbundled Distributed Loop, Loop/Number Portability, Unbundled Distributed Loop with Number Portability, LNP, and INP. *Id.*

12.2.7.2.7.3.2 There will be no Fatal Rejects for Central Office Embargoes for the following types of activities: Disconnects, Line Activity, Outside Moves, Change Order to Remove Record Activity Order, and Change Order to Deny or Restore Service. *Id.*

⁶⁷ Qwest Wholesale Website Ordering Overview V45.0

12.2.7.2.8 Completion Notices

12.2.7.2.8.1 (former 12.2.1.9.3) Upon completion of the order, Qwest will provide CLEC with a Completion Notice (CN), also referred to as "Completion Response," that follows industry-standard formats and which states when the order was completed. Qwest will provide CLEC with two (2) separate completion notices: 1) service order completion (SOC), which notifies CLEC that the service order record has been completed, and 2) Billing completion, which notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.8.2 **A completion notice is meant to indicate that Qwest has completed the work requested by CLEC.**⁶⁸

12.2.7.2.8.3 If an error occurs and a completion notice has been sent and work has not been completed, the Party discovering the error will notify the other Party and work cooperatively to correct the error.

12.2.8 Additional Status Information

12.2.8.1 **In addition to the order status notices identified above which are sent to CLEC, CLEC may view those notices electronically via GUI, if CLEC submitted the LSR electronically.**⁶⁹

12.2.8.2 **During processing of a service request submitted electronically, Qwest will maintain and make available to CLEC a status indicator stating the status of the service request. The status indicators for LSRs include at least the statuses, when applicable, of submitted, in review (for manually processed orders), errored, partial, issued, rejected, completed, canceled, jeopardy, and posted to be billed.**⁷⁰**The status indicators for ASRs include at least the statuses, when applicable, of submitted, accepted, confirmed, rejected, acknowledged, and canceled.**⁷¹

12.2.8.3 **Qwest will also provide to CLEC, for LSRs submitted electronically, status update functionality that displays status messages for LSRs and related service orders. The status messages are provided in**

⁶⁸ Qwest Wholesale Website: Completion Notice (CN) LSOG 6 Preparation Guide V9.0

⁶⁹ Qwest Wholesale Website: Interconnect Mediated Access V15.0 User Guide

⁷⁰ Qwest Wholesale Website: Interconnect Mediated Access V15.0 User Guide

⁷¹ Qwest Wholesale Website: ASR QORA User Guide V1.01

addition to LSR notices. The display will represent a snapshot of statuses at a particular moment and may change rapidly.⁷²

12.2.9 Design Layout Record

12.2.9.1 **(former 9.13.4.2)** Qwest will provide Design Layout Reports (DLR) in a non-discriminatory manner.

12.2.9.2 **(former 12.2.1.4.10)** Design Layout Record (DLR) provides the layout for the local portion of a circuit at a particular location where applicable. **Qwest shall provide real time, electronic access to DLR query functions to CLEC. Qwest provides this access at least via EDI, GUI, CEMR, and the Qwest Design Service Order Status (DSOS) web-based application for LSRs and CEMR and DSOS for ASRs. CLEC will be able to view, retrieve and print DLRs at CLEC desktop.**⁷³

12.2.9.3 **The DLR will provide the technical details of the circuit's facilities and termination provided by Qwest. CLEC can use this technical information describing the facilities, such as cable make-up, carrier channel bank type and system mileage, and signaling termination compatibility (along with CLEC's own termination details), to design and connect CLECs End User Customer's service.** *Id.*

12.3 Ordering, Provisioning and Installation

12.3.1 **Qwest will provision UNEs, UNE Combinations, Resale, and Interconnection products and services in compliance with industry standard Performance and Acceptance Testing and in accordance with industry specifications, interfaces and parameters.**⁷⁴

12.3.2 Qwest will install CLEC's services up to the Demarcation Point.

12.3.2.1 If Qwest fails to tag the line or circuit at the Demarcation Point (see Section 12.4.3.6.3), **Qwest will provide information indicating the location of the line or circuit to CLEC, in sufficient detail that CLEC may reasonably locate the line or circuit at the Demarcation Point (e.g., accurate binding post information). If Qwest is unable to provide such information or Qwest provides it and CLEC is unable to locate the line or circuit at the Demarcation Point and CLEC notifies Qwest of this fact within 30 Days of service order completion, Qwest will dispatch a technician and tag circuit or line at no charge to CLEC.**⁷⁵

⁷² Qwest Wholesale Website: Interconnect Mediated Access V15.0 User Guide

⁷³ Qwest Wholesale Website: Provisioning and Installation Overview V32.0

⁷⁴ Qwest Wholesale Website: Provisioning and Installation Overview V32.0

⁷⁵ Qwest Wholesale Website: Maintenance and Repair Overview V26.0

12.3.2.2 If Qwest fails to tag the Demarcation Point, is unable to provide such information to CLEC, and a condition affecting the End User Customer's service exists, Qwest will tag the line or circuit at the Demarcation Point *Id.* within 24 hours of CLEC request for Non-POTS services and within 4 hours of CLEC request for POTS services.

12.3.3 Unbundled Loop Elements. (Provisioning options for Unbundled Loop elements are set forth in Section 9.2.2.9.)

12.3.3.1 For Coordinated Installation requests on a 2-Wire or 4-Wire Analog (Voice Grade) Loop, Qwest will verify dial tone at CLEC Connecting Facility Assignment (CFA) 48 hours after the Application Date. If Qwest finds No Dial Tone (NDT), Qwest will retest 48 hours prior to Due Date. If dial tone is still not present, Qwest will email the NDT results to CLEC through Qwest's Provider Test Access (PTA) email system. Qwest will include the CLEC CFA information with the No Dial Tone (NDT) email notification.⁷⁶

12.3.3.2 If Qwest fails to email the NDT notification to CLEC 24 hours before the due date, Qwest will not require a supplement to the service request with a new Due Date. Qwest will reschedule at a mutually agreed upon time for the same day with CLEC. If rescheduling for the same day is not possible, this will result in a Qwest Jeopardy. *Id.*

12.3.3.3 CLEC may change the CLEC CFA on the Due Date during a Coordinated Installation when Qwest and CLEC have determined there is an issue with the CLEC CFA (known as "same day pair changes"). CLEC will assign a new CFA and communicate the new CFA to the Qwest tester. Qwest will confirm the CFA is valid and indicate the new CFA on the Qwest service order. Qwest will send CLEC an updated FOC with the new CFA.⁷⁷

12.3.3.4 When CLEC requests a Coordinated Installation and the CLEC End User Customer has Qwest Retail, Resale, UNE-P or Volume Provider DSL, Qwest will not disconnect the End User Customer's DSL service until the Frame Due Time requested by CLEC on the LSR.⁷⁸

12.3.4 Qwest Resale and UNE-P Digital Subscriber Line

12.3.4.1 Qwest will perform line moves, Universal Digital Carrier (UDC) removal and line conditioning for Qwest Resale DSL services. If a line move or UDC removal is required, no authorization is required by CLEC, and Qwest will perform the line move or UDC removal within the interval in Exhibit C. Qwest will use line move or UDC removal before using line conditioning as an option to provide Qwest DSL to CLEC.⁷⁹

⁷⁶ Qwest Wholesale Website: Unbundled Local Loop – 2 Wire or 4 Wire Analog (Voice Grade) Loop V19.0

⁷⁷ Qwest Wholesale Website: Ordering Overview V45.0

⁷⁸ Qwest Wholesale Website: Resale Qwest Digital Subscriber Line (Qwest DSL) V21.0

⁷⁹ Qwest Wholesale Website: Resale Qwest Digital Subscriber Line (Qwest DSL) V21.0

12.3.4.2 If line conditioning is required for Qwest Resale or UNE-P DSL services, CLEC may authorize Qwest to perform such line conditioning on the LSR. If conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the line conditioning required to provide the Loop and may send CLEC an FOC with up to a fifteen (15) business day interval. Qwest will provide loop conditioning for Qwest Resale and UNE-P DSL services at no additional charge. *Id.*

12.3.5 Reuse of Facilities/Loop Reclamation

12.3.5.1 Except as provided in Section 9.2.2.15 with respect to Loop facilities, Qwest will re-use facilities for migration/conversion activity, including migrations to and from Qwest Retail, Resale, or UNE-P.⁸⁰

12.3.6 Held/Delayed Orders Due to Lack of Facilities

12.3.6.1 A service request will be delayed when Qwest cannot process a service request by the Due Date due to lack of facilities⁸¹ as defined in Section X.

12.3.6.2 If CLEC submits a service request and no facilities are available, as defined in this Agreement, Qwest will send CLEC a jeopardy notice for LSRs and notify CLEC of the jeopardy condition for ASRs. If CLEC submits the ASR electronically and jeopardy notices are available, Qwest will also send a jeopardy notice to CLEC. Qwest will provide detailed information outlining the reason for the jeopardy at the time that Qwest becomes aware of the facilities issue. If Qwest is unable to provide such detailed information in the initial notice to CLEC, Qwest will provide to CLEC, within 72 hours of the initial notice to CLEC, either (1) an FOC with a Due Date, or (2) a subsequent jeopardy notification that contains such detailed information.⁸² The jeopardy is a Qwest jeopardy, and Qwest will indicate on its new service order the Application Date and Due Date from the original CLEC service request for tracking purposes, as well as identify the new Due Date when available. Qwest will track all delayed service requests, communicate all statuses to CLEC, and facilitate closure of delayed orders.⁸³ Jeopardy and status notices generally are described above in Section 12.2.7. When Qwest sends CLEC a jeopardy notice due to lack of facilities, the following will apply, depending on when the jeopardy notice is sent:

⁸⁰ Qwest Wholesale Website: Migrations and Conversions Overview V14.0

⁸¹ Qwest Wholesale Website: Ordering Overview V45.0

⁸² Qwest Wholesale Website: Qwest CMP Change Request PC081403-1 Detail

⁸³ Qwest Wholesale Website: Ordering Overview V45.0

12.3.6.2.1 If Qwest sends the jeopardy notice before the Due Date, Qwest will send CLEC an FOC. If Qwest knows the Ready for Service (RFS) date, the FOC will advise CLEC of the Due Date.⁸⁴

12.3.6.2.2 If Qwest sends the jeopardy notice on the Due Date, Qwest will call CLEC on the Due Date to notify CLEC of the jeopardy and send CLEC an FOC. If Qwest knows the Ready for Service (RFS) date, the FOC will advise CLEC of the Due Date. *Id.*

12.3.6.3 Before Qwest sends a jeopardy notice to CLEC due to lack of facilities, Qwest will take steps to investigate potential solution(s) and or option(s) to assign facilities. Qwest will use a mechanized assignment process whenever available.

12.3.6.3.1 When facilities cannot be assigned via a mechanized process for copper facilities, Qwest will perform at least the manual steps for assignment of copper facilities set forth in Exhibit M.

12.3.6.3.2 For requests that are provisioned over fiber, Qwest will perform at least the steps for assignment of fiber facilities (for DS1 and above) set forth in Exhibit N.

12.3.6.4 Multiple Line Service Requests for Which Facilities are Available for Only a Portion of the Lines⁸⁵

12.3.6.4.1 If CLEC submits a service request for multiple lines or Loops and, Qwest cannot provision a portion of the lines or Loops due to lack of facilities, as defined in this Agreement, by the Due Date, Qwest will send CLEC a Jeopardy notice as set forth above. *Id.*

12.3.6.4.1.1 For non-POTS services and Unbundled Local Loop, if CLEC does not respond to the jeopardy notice, all the lines or Loops associated with the service order will be delayed, even though facilities were available for some of them. If CLEC submits a supplemental service request, Qwest will install the lines or Loops that can be provisioned (i.e., for which there are facilities) and the remaining lines or Loops (i.e., for which there are no facilities) will be delayed. *Id.*

12.3.6.4.1.2 For Analog Switched Services, Qwest will install the lines that can be provisioned (i.e., for which there no facilities) will be delayed. Qwest will also create a new service order for the lines for which there are no facilities.

⁸⁴ Qwest Wholesale Website Provisioning and Installation Overview V32.0

⁸⁵ Qwest Wholesale Website: Provisioning and Installation Overview V32.0

Qwest will send CLEC a new FOC, PSON Notice, and Jeopardy Notice reflecting the new Qwest service order. *Id.*

12.3.6.5 Qwest will maintain delayed service requests as pending and notify CLEC when facilities become available, as set forth in Section X.

12.3.7 Loss and Completion Reports

12.3.7.1 **Loss and Completion Reports provide notice to CLEC when work-order activity impacting CLEC or CLEC End User Customer accounts are completed.**⁸⁶

12.3.7.2 **Qwest will generate Loss and Completion Reports and will send them to CLEC via the CLEC's selected transport medium on a daily basis (e.g., NDM (Direct or Dial-In), Electronic Fax, or by WEB).**⁸⁷

12.3.7.3 Qwest will notify CLEC by Operational Support System interface or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. As part of such processes, Qwest will provide CLEC each day with accurate and complete Loss and Completion reports showing the previous days loss and completion activity. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer. (former 6.4.5).

12.3.7.3.1 (former 12.2.5.2.4) The daily loss report will contain a list of accounts that have had lines and/or services disconnected because of a change in the End User Customers local service provider. **Qwest will issue a loss report when a service order due dated for the previous business day, is completed or canceled in Qwest's service order processor (SOP).**⁸⁸ This report will detail the **BTN**, service order number, **PON**, service name and address, the **WTN the activity took place** on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch Port; and
- d) UNE-P (former 12.2.5.2.4)

12.3.7.3.2 (former 12.2.5.2.5) The daily completion report will notify CLEC that the order(s) for the service(s) requested is complete.

⁸⁶ Qwest Wholesale Website: Provisioning and Installation Overview V32.0

⁸⁷ Qwest Wholesale Website: Loss/Completion Sample Reports Job Aid V4.0

⁸⁸ Qwest Wholesale Website: Loss/Completion Sample Reports Job Aid V4.0

Qwest will issue a completion report when any service order placed on CLEC's account, dated for the previous business day, is completed or canceled in Qwest's service order processor (SOP).⁸⁹ This includes service orders Qwest generates without an LSR (for example records correction work, TIC or M&R charges). It will detail the **BTN**, service order number, **PON**, service name and address, **the WTN the activity took place on** and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

- a) Resale;
- b) Unbundled Loop;
- c) Unbundled Line-side Switch; and
- d) UNE-P (former 12.2.5.2.5)

12.4 Maintenance and Repair. Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 (former 12.3.3.5) Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions.

12.4.1.2 (former 12.3.17.2) Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 (former 12.3.4.1) CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening. (former 12.3.1.7) CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

⁸⁹ Qwest Wholesale Website: Loss/Completion Sample Reports Job Aid V4.0

12.4.1.3.1 If CLEC so requests when reporting trouble, Qwest will call CLEC with the test results upon completion of the test.⁹⁰

12.4.1.4 (former 12.3.6.1) Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble. See Section 12.1.2 (nondiscrimination).

12.4.1.5 (former 12.3.4.2) When a Party requests that the other Party perform trouble isolation, the Party may charge the other Party a Maintenance of Service Charge if the trouble is found to be on the other Party's side of the Demarcation Point. If the trouble is on the other Party's side of the Demarcation Point, and the other Party authorizes the Party to repair trouble on the other Party's behalf, the Party may charge the other Party the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge.

12.4.1.6 (former 12.3.4.3) When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, Qwest will conduct the test and assess the results. Qwest will provide the results to CLEC and indicate whether the trouble is in CLEC network or in the Qwest network. If the trouble is in CLEC network and CLEC authorizes a dispatch, a charge will apply for both the optional testing and the dispatch. However, if the circuit is on Pair Gain, Qwest will not assess optional testing charges. If the trouble is in the Qwest network, Qwest will dispatch a technician to conduct the Maintenance and Repair work to resolve the trouble and then close the ticket with CLEC. No Maintenance of Service charges will apply for repair of the trouble on Qwest's side of the network; however, a charge will be assessed for the optional testing requested by CLEC.⁹¹

12.4.1.6.2 (former 12.3.6.2) Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to

⁹⁰ Qwest Wholesale Website: Unbundled Local Loop General Information V40.0

⁹¹ Qwest Wholesale Website: Maintenance & Repair Overview V24.0

serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.1.1.

12.4.2.2 (former 12.3.14.1) CLEC may report trouble to Qwest through the Electronic Bonding or GUI interfaces provided by Qwest or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 (former 12.2.2.1) Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution.

12.4.2.2.1.1 Qwest's graphical user interface (known as Customer Electronic Maintenance and Repair (CEMR)) will enable a real-time exchange of information between CLEC and Qwest for performing trouble administration activities, such as creating and editing trouble reports; monitoring status and reviewing transaction, circuit, and trouble report history; verifying features, viewing line records, and performing MLT request for POTS services; and pre-validation of service requests, such as searching and verifying cross-connect assignment data, viewing access service information, and performing service address validation.⁹²

12.4.2.2.1.2 Qwest's electronic bonding interface (known as Mediated Access Electronic Bonding Trouble Administration (MEDIACC-EBTA)) will enable CLEC and Qwest to mechanically process telephone circuit repair activities with Qwest's Work Force Administration/Control (WFA/C) and Loop Maintenance Operating System (LMOS). MEDIACC-EBTA will enable a real-time exchange of information between CLEC and Qwest for performing trouble administration activities, such as creating and editing trouble reports; monitoring status and reviewing transaction, circuit, and trouble report history; verifying features, viewing line records, and performing MLT request for POTS services; and

⁹² Qwest Wholesale Website: Customer Electronic Maintenance and Repair (CEMR) & Repair Expert (RCE)

pre-validation of service requests, such as searching and verifying cross-connect assignment data, viewing access service information, and performing service address validation.⁹³

12.4.2.2.2 (former 12.3.14.2) CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by Qwest technicians through the Electronic Bonding or GUI interfaces provided by Qwest or manually by contacting the support centers⁹⁴ described above in Section 12.1.3.3.3.

12.4.2.3.1 (former 12.3.18.2) On electronically reported trouble reports the electronic system will automatically update status information, including trouble report ticket closure with CLEC concurrence, across the joint electronic gateway as the status changes.

12.4.2.4 (former 12.3.16.1) Qwest will notify CLEC that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or through the electronic interface.

12.4.3 Activities to Resolve Troubles or Perform Maintenance Work

12.4.3.1 A CLEC trouble report is prioritized based on service without regard to the service provider, including Qwest.⁹⁵

12.4.3.2 Qwest will efficiently resolve CLEC reported trouble. Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement. (former 12.3.18.1)

12.4.3.3 When CLEC initiates a trouble report, Qwest technicians will manage the issue through resolution. Responsibilities of Qwest Maintenance and Repair technicians include:⁹⁶

12.4.3.3.1 Assigning a Qwest technician responsible for initial testing on circuits identified in CLEC trouble report and isolating trouble *Id.* (as described in Section X above)

⁹³ Qwest Wholesale Website: Mediated Access Electronic Bonding Trouble Administration (MEDIACC-EBTA)

⁹⁴ Qwest Wholesale Website: Maintenance and Repair Overview V24.0

⁹⁵ Qwest Wholesale Website: Maintenance and Repair Overview V24.0

⁹⁶ Qwest Wholesale Website Maintenance and Repair Overview V24.0

12.4.3.3.2 Routing CLEC reports for dispatch to Qwest Central Office, Qwest Translations, and/or Qwest Field Technicians as applicable⁹⁷

12.4.3.3.3 Escalating CLEC reports internally until a resource is assigned or progress made *Id.*

12.4.3.3.4 Performing tests in cooperation with CLEC to verify service restoration *Id.*

12.4.3.3.5 Coordinating cooperative testing *Id.*

12.4.3.3.6 Facilitating test result handoff activity and restoration concurrence; and *Id.*

12.4.3.3.7 Assigning accurate resolution or disposition codes when closing CLEC report. *Id.*

12.4.3.4 (former 12.3.6.5) Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and, to the extent not inconsistent with the foregoing, Qwest's Technical Publications.⁹⁸

12.4.3.6 Dispatch

12.4.3.6.1 (former 12.3.13.2) Upon the receipt of a trouble report from CLEC, Qwest will follow documented processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Should CLEC request a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment. Such dispatch-related charges will not apply if, although the dispatch was in fact unnecessary to the clearance of trouble, Qwest failed to perform the non-dispatch activities that would have cleared the trouble without a dispatch.

⁹⁷ Qwest Wholesale Website Maintenance and Repair Overview V24.0

⁹⁸ Qwest Wholesale Website Maintenance and Repair Overview V24.0

12.4.3.6.1.1 (former 12.3.13.2.1) The need for access to the customer premises when such access is unavailable shall not be the basis for deciding not to dispatch, unless Qwest has tested to the last point in its network before the customer premises (e.g., fiber hut, cross-box) and the testing indicates the trouble is at the customer premises.

12.4.3.6.2 (former 12.3.13.3) For lines and service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of Major Network Outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.2.1 For POTS services, the Qwest technician will call CLEC before the technician leaves CLEC's End User Customer's premises, upon request. CLEC may request such a courtesy pre-dispatch call by calling the RCHC or AMSC or via electronic interface (e.g., CEMR or MEDIACC-EBTA).⁹⁹

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the Qwest Circuit ID, at the Demarcation Point if such a tag is not present.¹⁰⁰ See also Section 12.3.2.

12.4.3.6.3.1 If Qwest finds that the installation is not correct per the service order and the service is not working appropriately at the expected location, Qwest will make any changes necessary to make the installation correct per the original order and will notify CLEC of such activity.¹⁰¹

12.4.3.6.3.2 To correct an incorrect address on the original service request or request that a correctly installed Demarcation Point be moved, CLEC may submit a service request. *Id.* See Section 12.2.2.

12.4.3.7 Chronic Service Problems

⁹⁹ Qwest Wholesale Website Maintenance and Repair Overview V24.0

¹⁰⁰ Qwest Wholesale Website Dispatch V1.0

¹⁰¹ Qwest Wholesale Website Maintenance and Repair Overview V24.0

12.4.3.7.1 Qwest will designate services having repeated, unresolved service issues as a chronic service problem if the following conditions occur:¹⁰²

12.4.3.7.1.1 The circuit has had at least three trouble reports in a rolling 30 days *Id.*

12.4.3.7.1.2 The circuit has similar, repeated test results on two or more trouble reports *Id.*

12.4.3.7.1.3 Trouble on the circuit often clears during testing *Id.*

12.4.3.7.1.4 CLEC reports trouble on the circuit as chronic when submitting a trouble report. *Id.*

12.4.3.7.2 For troubles that often clear during testing (e.g., No Trouble Found), when the same trouble occurs on the same circuit two or more times within 30 Days, Qwest will perform a Class A inspection as defined by industry standards to isolate and resolve the trouble. Before doing so, Qwest will coordinate activities and scheduling with CLEC. Unless the Parties agree otherwise, the Class A inspection will occur during the Maintenance and Repair window described in Section 12.4.3.13.

12.4.3.7.3 Qwest's Maintenance and Repair technicians will focus on resolving chronic service problems by analyzing chronic reports for trends, determining root causes, taking ownership of the trouble report until service is restored, and assisting or calling upon internal and/or external experts. When trends or root causes are identified, Qwest will inform CLEC of the result of Qwest's analysis.¹⁰³

12.4.3.7.4 If a trouble is chronic and has been unresolved for at least 30 Days, Qwest will redesign the circuit and replace the facility as needed to resolve the chronic trouble. Once Qwest's Maintenance and Repair technicians complete the repair and clear the chronic trouble, Qwest will maintain the trouble report ticket (also referred to as Chronic Ticket) in pending close status until CLEC accepts the trouble as resolved.

12.4.3.8 Connecting Facility Assignment Changes

12.4.3.8.1 The Connecting Facility Assignment (CFA) is a facility from a Qwest Central Office that terminates at a CLEC location (e.g., central office). If CLEC reports trouble on a CFA and it has been isolated to the Qwest portion of the CFA, the system or individual

¹⁰² Qwest Wholesale Website Maintenance and Repair Overview V24.0

¹⁰³ Qwest Wholesale Website Maintenance and Repair Overview V24.0

channel (time slot) will be repaired or temporarily re-routed to a different channel bank/facility until the original facility can be repaired. CLEC will not need to submit a service request to repair the CFA.¹⁰⁴

12.4.3.8.2 If CLEC requests a permanent CFA move when CLEC reports trouble, Qwest will make the permanent move and then CLEC will need to submit a service request. Qwest Maintenance and Repair will work the redesign (i.e., permanent move) as they do other circuit redesigns. *Id.*

12.4.3.8.3 If CLEC is able to obtain an order number or Purchase Order Number (PON) during the permanent move, CLEC will provide it to Qwest. If CLEC is unable to obtain an order number or PON at that time, Qwest will proceed with making the permanent move and hold the trouble report ticket as No Access (NA) until CLEC can obtain an order number or PON. If CLEC cannot obtain an order number or PON until the next working day and CLEC wants the new CFA cut prior to obtaining an order number or PON, Qwest will make the cut and place the trouble report ticket in NA status for 24 hours. Qwest will track the trouble report ticket and follow up on a daily basis to ensure that an order has been issued. *Id.*

12.4.3.9 Emergency and Courtesy Call Forwarding

12.4.3.9.1 When submitting a trouble report for POTS service, CLEC may request Emergency Call Forwarding (ECF) if CLEC has an out of service condition regardless of whether or not Call Forwarding is on the account. Emergency Call Forwarding allows the End User Customer to forward its telephone number to a working number while Qwest works to clear the problem. If the account has Call Forwarding, CLEC may also call the RCHC to have call forwarding (Courtesy Call Forwarding) activated with or without a Maintenance and Repair condition. *Id.*

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Major Network Outages are Qwest-caused service affecting events with a common cause that disrupts service to 25 or more lines (or 64kbps line equivalents) (e.g., DS3 or multiple DS1 failure), impacts the functionality of 25 or more customers (e.g., Voicemail MDSI link) and/or has broad scale network impact (e.g. Tandem switch or trunking failures). *Id.*

¹⁰⁴ Qwest Wholesale Website Maintenance and Repair Overview V24.0

12.4.3.10.2 (former 12.3.9.1) Qwest will notify CLEC of Major Network Outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.4.3.10.2.1 Qwest will send Major Network Outage notifications simultaneously with Qwest internal event notification, usually within 30 minutes after Qwest determines a Major Network Outage has occurred, even if the service problem is already resolved.¹⁰⁵

12.4.3.10.2.2 Qwest will provide CLEC with root cause analysis of Major Network Outages. Qwest will provide such information on a non-confidential basis. CLEC may choose to share such information with End User Customers to explain the cause of Major Network Outages they experienced.

12.4.3.10.3 (former 12.3.9.2) Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.4.3.10.4 (former 12.3.9.3) Qwest's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 (former 12.3.9.4) ***Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.***

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 (former 12.3.10.2) Qwest shall provide notice to CLEC of potentially CLEC End User Customer impacting Maintenance and Repair activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates and times with CLEC for performing such activity. Qwest will work cooperatively with CLEC to develop

¹⁰⁵ Qwest Wholesale Website Maintenance and Repair V24.0

industry-wide processes to provide CLEC with as much notice as possible of scheduled Maintenance and Repair activity.

12.4.3.11.2 (former 12.3.10.3) Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 (former 12.3.24.1) Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 (former 12.3.24.2) Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 (former 12.3.24.3) Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 (former 12.3.24.4) Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.9) other than conversion orders described in Section 12.4.3.12.10. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 (former 12.3.24.4.1) ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the

appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.

12.4.3.12.6 (former 12.3.24.4.2) For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 (former 12.3.24.4.3) For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 (former 12.3.24.5) Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 (former 12.3.24.6) Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section X above.

12.4.3.12.10 (former 12.3.24.7) Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.4.3.12.10.1 (former 12.3.24.7.1) LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, Qwest will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 (former 12.3.24.7.2) The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 (former 12.3.24.7.3) The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 (former 12.3.24.7.4) LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.4.3.12.10.5 (former 12.3.24.7.5) LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CO-- (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such

changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.6 **MN** – (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.6 **WA** – (former 12.3.24.7.6) CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **CO** -- (former 12.3.24.7.7) CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date until 12 noon Mountain Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **MN**: (former 12.3.24.7.7) CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date until 1:00 P.M. Central Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 **WA**: (former 12.3.24.7.7) CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date until 11:00 A.M. Pacific Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.11 (former 12.3.24.8) Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 (former 12.3.24.9) Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service

order impacts due to hardware additions and modifications to Qwest's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 (former 12.3.23.1) Generally, Qwest performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.4.3.13.2 CO Language: (former 12.3.23.2) Generally, the Maintenance and Repair window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.2 MN Language: (former 12.3.23.2) Generally, the Maintenance and Repair window is between 11:00 p.m. through 7:00 a.m. Monday through Friday, and Saturday 11:00 p.m. through Monday 7:00 a.m., Central Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.2 WA Language: (former 12.3.23.2) Generally, the Maintenance and Repair window is between 9:00 p.m. through 5:00 a.m. Monday through Friday, and Saturday 9:00 p.m. through Monday 5:00 a.m., Pacific Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods.

12.4.3.13.3 (former 12.3.23.4) Planned generic upgrades to Qwest Switches will be available to CLEC via Qwest's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

12.4.3.14 Impairment of Service

12.4.3.14 .1 (former 12.3.3.1) The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected

with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to as an "Impairment of Service."

12.4.3.14.2 (former 12.3.3.2) If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.4 Trouble Report Closure

12.4.4.1 After a trouble report ticket has been opened, as described in Section 12.1.3.3.3.1.1, CLEC and Qwest will attempt to reach agreement on resolution of the problem and closing of the ticket. If no agreement is reached, any Party may use the applicable escalation and dispute resolution process described in Section 12.1.3.3.3 above. When the Parties agree, or a determination has been made pursuant to that process, that the trouble report ticket may be closed, Qwest will assign a code accurately describing the disposition of the trouble report (i.e., a "disposition code") and close the ticket. Qwest will not close a trouble report ticket without CLEC concurrence.¹⁰⁶

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

12.4.4.3 Qwest will provide a web based tool (known as Maintenance and Repair Invoice Tool) to CLEC that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least Telephone Number or Circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date,

¹⁰⁶ Qwest Wholesale Website Maintenance and Repair Overview v26.

End Date, Disposition Code, and Remarks (comments by repair technician). Such invoice information will be available to CLEC¹⁰⁷. within two (2) business days of ticket closure for POTS services and ten (10) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

12.5 Billing

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.6 On-Going Support for OSS

12.6.1 (former 12.2.8) Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. **Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures.**¹⁰⁸ Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 (former 12.2.8.1) Qwest will provide written notice to CLEC of the need to migrate to a new release no later than five (5) months prior to sunset of CLEC's current EDI version.

12.6.3 (former 12.2.8.2) Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.6.4 (former 12.2.8.3) Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements to a previously certified system. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.6.5 (former 12.2.8.4) Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.6.6 (former 12.2.1.5) When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

¹⁰⁷ Qwest Wholesale Website: Qwest Maintenance and Repair Invoice Tool User Guide.

¹⁰⁸ Qwest Wholesale Website: CMP Document

12.6.7 (former 12.2.9.1) If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using. Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules. See Section 12.1.3.2 above.

12.6.8 (former 12.2.9.2) An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.6.9 (former 12.2.9.3) Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.6.9.1 (former 12.2.9.3.1) Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.6.9.2 (former 12.2.9.3.2) Stand-Alone Testing Environment ("SATE") – Qwest shall provide a stable, Stand-alone Testing Environment that, during a CLEC's development and implementation of EDI, will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC that mirror the responses that would be obtained in the production environment. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. Qwest will provide documentation for use with SATE that provides the CLEC information required to successfully use SATE and be certified to move into controlled production. SATE uses test account data supplied by Qwest. Qwest will provide a stable SATE no less than thirty (30) Days prior to Qwest's introduction of new OSS electronic interface capabilities to the production environment, unless otherwise agreed to pursuant to Section 16.0 of the CMP Document, including support of new test accounts, new test beds, new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional when CLEC has performed Interoperability testing successfully.

12.6.9.2.1 (former 12.2.9.3.2.1) As of the Effective Date, the SATE does not include all of the Qwest products and services

CLEC may order in Qwest's production environment. In this context products and services are those items that may be ordered via EDI from Qwest on an LSR. Qwest shall incorporate each such product or service into SATE once the aggregate number of transactions for all CLECs in the production environment for such product or service reaches 100 or more during a twelve-month period. Once these conditions are met, Qwest shall incorporate such product or service into the upcoming major SATE release, if feasible. If not feasible for that release, Qwest shall incorporate such product or service into the SATE by no later than the next major SATE release. A Party may submit a request through CMP to add products to SATE that do not meet the above criteria.

12.6.9.3 (former 12.2.9.3.3) Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.6.9.4 (former 12.2.9.3.4) Controlled Production – Qwest and CLEC will perform controlled production for new implementations. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.6.9.5 (former 12.2.9.3.5) If CLEC is using EDI, Qwest and CLEC shall negotiate an amount of time to complete certification of CLEC's business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time negotiated by Qwest and CLEC during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. Qwest and CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of CLEC's business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole

responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.6.9.6 (former 12.2.9.3.6) Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual Pre-ordering, Ordering, provisioning, billing and Maintenance and Repair of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

12.6.9.6.1 (former 12.2.9.3.6.1) Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.6.9.6.2 (former 12.2.9.3.6.2) Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week, unless otherwise agreed by Qwest and CLEC, to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with Qwest, CLEC shall provide Qwest with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, Qwest and CLEC will reach agreement on the terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process

within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

12.6.9.6.2.1 The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If Qwest has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.

12.6.9.6.3 (former 12.2.9.3.6.3) For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such provisioning as called for by this Agreement.

12.6.9.6.4 (former 12.2.9.3.6.4) For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop, Resale or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example, Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a

waiver.

12.6.9.6.5 (former 12.2.9.3.6.5) The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing. Qwest and CLEC shall exchange contact information, including name, title, and email address, for such technical staff during the initial phase of that process.

12.6.9.6.6 (former 12.2.9.3.6.6) During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine Pre-ordering, Ordering, provisioning, billing, Maintenance and Repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.6.9.6.7 (former 12.2.9.3.6.7) Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.6.9.6.8 (former 12.2.9.3.6.8) The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If CLEC elects to discontinue the comprehensive testing, then testing will cease at the end of the thirty (30) business days, provided it does not exceed the initial agreed upon costs. CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and billing will continue as agreed. Qwest shall

provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.

12.6.9.7 (former 12.2.9.4) If CLEC is using the EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the EDI interface. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.6.9.7.1 (former 12.2.9.4.1) For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.6.9.8 (former 12.2.9.5) New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each EDI release. Qwest will provide notice of the need for re-certification to CLEC at least 15 Days prior to release of the disclosure document for the release being implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.6.9.9 (former 12.2.9.6) CLEC will contact the Qwest EDI

Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to a new EDI release within six (6) months of the deployment of the new release and prior to the sunset date for CLEC's current version. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.9.9.1 (former 12.2.9.6.1) The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.6.9.9.1.1 (former 12.2.9.6.1.1) Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.2 (former 12.2.9.6.1.2) New EDI users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.3 (former 12.2.9.6.1.3) Any EDI user that has been placed into production on a release not later than two months after the newest release implementation may continue certifying additional products and activities until two months prior to the retirement of the current release that CLEC is using. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment at least four months prior to the retirement of the prior release.

12.6.9.10 (former 12.2.9.7) CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.7 Rate Elements

12.7.1 (former 12.2.11) Recurring and non-recurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Qwest shall not impose any recurring or nonrecurring OSS startup charges unless and until the Commission approves such rates or until such rates go into effect by operation of law.

12.7.2 When Qwest OSS are not available and CLEC manually submits service requests to Qwest, Qwest will bill rates, if any, for mechanized functions, even though CLEC submitted the requests manually.

NOTES:

Eschelon proposes adding and modifying definitions that are in, or should be included in, Qwest's proposed Section 4, such as:

Add to Definitions (Section 4): "Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to," regardless of whether the latter phrase is used.

Add to Definitions (Section 4): "Pre-ordering" includes gathering and verifying the necessary information to formulate an accurate order for an End User Customer and includes the following types of information: Customer Service Record (CSR), address validation, telephone number, due date, and services and features.

Add to Definitions (Section 4): Parties to discuss whether to add a Definition of Ordering, as other such terms (e.g., Pre-Ordering) will be defined.

Modify Definition in Definitions (Section 4):

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or UNE Combinations from the other with attendant acknowledgments and status reports and the other provides the requested products or services. Provisioning includes implementing the requested service or feature, which may involve functions such as assigning facilities, updating translations in a switch, dispatching technicians and installation.

Maintenance and Repair definition should be similarly modified.

Major Network Outages: The information in the first paragraph of Section 12.4.3.10.1 could possibly be moved to Definitions. The Parties to discuss.

Eschelon proposes deleting Section 6.4 of the Resale Section of the Qwest-AT&T ICA and substituting a cross reference to Section 12. Information previously contained in Section 6.4 is covered by the provisions of this Section 12.

Eschelon proposes deleting Sections 9.2.2.15 and 9.2.4.10 of the Qwest-AT&T ICA and substituting a cross reference to Section 12. Information previously contained in that Section is covered by the provisions of this Section 12.

Eschelon proposes a review of the document before finalization for conforming changes to determine whether additional information in other Sections of the Agreement can be deleted, modified, or replaced with cross references to Section 12 to further consolidate the business processes into Section 12.

The UNE-E Amendment language will need to be added to the ICA. The Parties need to discuss whether the term “UNE-P” as used in the ICA is to include “UNE-E,” and where the term(s) are/will be defined. If “UNE-P” is not defined in the ICA to include “UNE-E,” then references to UNE-E will need to be added to Section 12 where applicable (such as 12.2.4.1.2).