Qwest

Exhibit

10, 11, 12

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BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET TC 01-165 |

# QWEST CORPORATION'S

# AFFIDAVIT

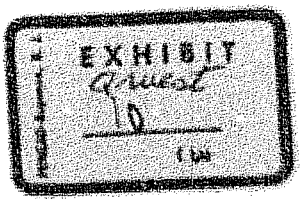
# OF

# JUDITH M. SCHULTZ

# REGARDING

# CHANGE MANAGEMENT

April 1, 2002



Judith M. Schultz, duly sworn upon oath, states as follows:

## QUALIFICATIONS

1. My name is Judith M. Schultz. I am a Director in the Qwest Corporation wholesale service delivery organization. My office is located at 1005 17th Street, Denver, Colorado. I have been employed by Qwest for approximately 20 years (previously known as Mountain Bell and U S WEST). I have held a variety of positions at Qwest, including sales, senior quality management, program management, product management, product development, and wholesale systems planning. I am currently Director -- Change Management and am responsible for directing the change management process redesign effort and managing the implementation of Qwest's change management process.

## I. PURPOSE OF AFFIDAVIT

2. The purpose of this affidavit is to show that Qwest and its competitive local exchange carrier (CLEC) counterparts have worked together to develop and implement a robust change management plan. This affidavit describes Qwest's change management process. Using the FCC's prior decisions as a guideline, I show how Qwest's CMP satisfies the following four factors relied upon by the FCC to evaluate a BOC's change management plan: 1/

1/ Three additional factors used by the FCC to evaluate a BOC's change management plan are being evaluated in the Regional Oversight Committee's (ROC) test of Qwest's Operations Support Systems (OSS). Those factors evaluate whether Qwest provides CLECs with access to a stable testing environment, whether its electronic data interchange (EDI) documentation is efficacious, and whether Qwest provides adequate assistance to CLECs to support the use of its OSS functions. *See Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in*

"(1) information relating to the change management process is clearly organized and readily accessible to competing carriers; (2) competing carriers [have] substantial input in the design and continued operation of the change management process; (3) the change management plan defines a procedure for the timely resolution of change management disputes;" and (4) "the BOC has demonstrated a pattern of compliance with [its change management plan.]" 2/

## II. THE CHANGE MANAGEMENT PROCESS (CMP)

### A. Background on the Development of Qwest's Change Management Process

3. Since 1999, Qwest and CLECs have jointly participated in a forum for managing changes related to Qwest's products, processes, and systems that support the five categories of OSS functions (pre-ordering, ordering, provisioning, maintenance and repair, and billing). This Qwest-CLEC forum was previously known as the "Co-Provider Industry Change Management Process" or "CICMP" and is now known as the Change Management Process or "CMP." 3/ The change management process is used to process and communicate to CLECs any changes to Qwest's OSS Interfaces and to products and processes that are within the scope of CMP. 4/

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*Arkansas and Missouri*, CC Docket No. 01-194, Memorandum Opinion and Order, FCC 01-338 (rel. Nov. 16, 2001) ("*Arkansas/Missouri 271 Order*"), Appendix D, ¶ 42.

2/ *Arkansas/Missouri 271 Order*, App. D at ¶ 42.

3/ At the August 15, 2001 CMP meeting, CLEC voted to change the name of the CICMP to CMP.

4/ Qwest's change management process is set forth in the Qwest Wholesale Change Management Document (Wholesale CMP). The CMP Redesign core team agreed to define the term 'OSS Interfaces' as "existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system

4. The CMP also provides CLECs the opportunity to provide input into Qwest changes and to propose their own. The CLECs and Qwest meet collaboratively at least two days each month to consider such change requests, referred to as "CRs", which may include CLEC-Originated CRs, Qwest-Originated CRs, Industry Guideline CRs, and Regulatory CRs. Minutes from these meetings are posted on Qwest's CMP website and distributed to participating CLECs regularly.5/

5. The CLECs and Qwest jointly prioritize CLEC Originated CRs and Qwest Originated CRs for OSS Interfaces and test environments. If the change requests for any interface or test environment do not exceed release capacity, no prioritization for that release is required. In addition, the CLECs have the ability to prioritize Industry Guideline CRs and Regulatory CRs if these types of changes have a date certain for implementation, in the case of Regulatory CRs, or a recommended implementation date, in the case of Industry Guideline CRs, and Qwest determines that the changes can be implemented in more than one release and still meet the required date.

6. Changes to Qwest OSS interfaces, products, or processes must be communicated to CLECs according to agreed-upon timeframes contained in the CMP. Qwest

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functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users." *See* Wholesale CMP (fn. 1 of every page), which is attached as Exhibit A.

5/ Prior to October 2001, these meetings were held one day a month. In recognition of the need to devote more time to discussing changes, Qwest began holding CMP meetings two full days a month, with one day devoted to systems issues and one day devoted to products and process issues.

also provides to CLECs, on a quarterly basis, its twelve-month Development View, which shows, at a high level, the development plans for all OSS interfaces that Qwest provides to CLECs. This information helps CLECs plan for upcoming OSS changes.

7. The CMP procedures are described in much greater detail below.

**B. The Redesign Process**

8. In June 2001, Qwest entered into a collaborative effort with the CLEC community to redesign its change management procedures. The Qwest team involved in the CMP redesign works at my direction.

9. The redesign team has been meeting, generally twice a month, since July 2001. Redesign meetings are separate from the regular CMP meetings, which are held primarily to discuss change requests. Although Qwest hoped to complete the redesign effort by December 2001, it is now likely to be completed during the first half of 2002. 6/

10. The redesign effort provides an opportunity for CLECs and Qwest to jointly redesign the change management process. As agreements are reached through this process, Qwest has implemented the agreed-upon changes as soon as practicable. The redesigned CMP is contained in the Wholesale CMP. 7/

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6/ Information about the CMP Redesign can be found at: http://www.qwest.com/wholesale/cmp/redesign.html.

7/ In addition, Qwest maintains a document that is referred to by the Qwest/CLEC redesign team as the "Interim Draft Master Red-lined CLEC-Qwest CMP Redesign Framework" (hereafter referred to as the "Master Red-lined Framework"). It is continuously updated to incorporate the most recent agreements arrived at through the redesign process. The document can be found on Qwest's CMP website at the following URL: http://www.qwest.com/wholesale/ cmp/redesign.html in the "Redesign Documentation" section. The Master Red-

11. Although the FCC, in its Section 271 review, appears to require that change management procedures be implemented only for changes to OSS interfaces, 8/ Qwest has agreed to include in its redesigned change management plan changes to products and processes as well. 9/ The redesign negotiation process is complete with respect to all substantive systems issues. Qwest and the CLECs have worked out processes for all aspects of the systems CMP, including discussing and revising the OBF language, and the agreed-upon processes have been implemented. The end result is a complete change management process with only one impasse issue (whether OBF language that treats changes to meet performance measurements as regulatory changes should be included in the Qwest CMP definition of Regulatory Changes). This impasse issue does not impact Qwest's compliance with the requirements of Section 271.

12. With respect to products and processes, the redesign effort produced procedures governing CLEC-initiated change requests, which Qwest implemented. 10/ Qwest also implemented interim procedures for handling Qwest-initiated products and process changes.

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lined Framework is redlined to show changes from the initial draft which was based on the Ordering and Billing Forum (OBF) Issue 2233, Version a1v1, the agreed upon starting point for negotiations. As noted in that document, italicized text represents OBF language not yet discussed by the team.

8/ To my knowledge, the FCC consistently has defined and evaluated BOC change management procedures in terms of systems changes only. In addition, OBF Issue 2233 does not contain any provisions for product or process changes.

9/ The term "products and processes" refers to retail *products* that are resold by CLECs and to BOC *processes* (not systems) that CLECs interact with or use in their local telecommunications businesses. These terms are discussed further below.

10/ *See* Wholesale CMP § 3.3 (Exhibit A).

Further negotiations on products and processes should be completed by the middle of 2002, if not sooner.

13. The core team that is meeting to redesign the change management process is composed of representatives from several CLECs, and Qwest. 11/ Participation in the redesign process is open to all CLECs, and meetings are open. In addition, the Colorado Public Utilities Commission staff attended sessions, as have representatives of CapGemini Ernst & Young (a third party test consultant in Arizona) and KPMG Consulting (a third party test consultant in the 13 Regional Oversight Committee (ROC states).

14. The CLEC/Qwest redesign team agreed to begin with OBF Issue 2233, version a1v1, as a starting point for negotiating the redesigned change management procedures. OBF Issue 2233 refers to a forum for industry-wide deliberations on development of national guidelines pertaining to change management. To date, almost all of the OBF document has been negotiated and base-lined, as reflected in the Wholesale CMP. 12/ These include:

- Introduction and Scope
- Types of Change
- CMP Escalation and Dispute Resolution Processes
- CLEC and Qwest Originated OSS Interface Change Request Initiation Processes

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11/ Generally, about eight CLECs participate at each Redesign session. Those CLECs are Allegiance Telecom, AT&T, Covad Communications, Eschelon Telecom, Integra, SBC Telecom, Sprint, and WorldCom.

12/ The parts of the OBF language that have yet to be agreed upon are indicated by italics in the Wholesale CMP.

- CLEC and Qwest Originated Product/Process Change Request Initiation Process
- Changes to Existing OSS Interfaces
- Introduction and Retirement of OSS Interfaces
- Prioritization
- Interface Testing
- Production Support
- Technical Escalation Process
- Meetings, Scope, and Production Support

15. Qwest implemented each section, as promptly as possible, once agreement was reached. The parties have agreed that, upon completion of the redesign process, they will have the opportunity to revisit any part of the redesigned plan in light of the whole.

16. The group adopted procedures to govern meetings and other aspects of the redesign process. The rules specify the information that is to be circulated electronically prior to the meetings. Minutes of each meeting are recorded by Qwest, circulated to participants for revision, then finalized and posted on the CMP website. CMP rules also specify the minimum content for the website. 13/

17. CLECs and Qwest make every effort to achieve consensus. On rare occasions when consensus is not reached, there are specified procedures for resolving an impasse. Disputes are resolved by state regulatory commissions, either in an existing Section

13/ *See* Wholesale CMP § 8.3 (Exhibit A).

271 docket or in a new proceeding. The dispute resolution process is discussed in more detail below.

18. Qwest has undertaken substantial efforts to train its personnel on the requirements of the CMP and to keep its personnel updated on current CMP requirements. Over 9,000 Qwest employees and contractors have successfully completed the first module of mandatory internal training regarding the CMP Redesign.

19. The redesign process is only one stage in the evolution of change management. While Qwest is committed to abide by the agreed upon redesigned CMP, the CMP remains open to additional changes that could continue to modify the CMP over time. 14/ The FCC has recognized that the change management process is evolutionary by definition:

> We do not expect any change management plan to remain static. Rather, a key component of an effective change management process is the existence of a forum in which both competing carriers and the BOC can work collaboratively to improve the method by which changes to the BOC's OSS are implemented.15/

**Qwest's Change Management Process**

20. The following sections describe the current Qwest change management process. This process is the outcome of the collaborative Qwest/CLEC CMP redesign process described in the previous section. For convenience, the following sections describing the change

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14 Wholesale CMP § 1.0 (Exhibit A).

15/ *Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, CC Docket No. 00-65, Memorandum and Opinion Order, FCC 00-238 (rel. June 30, 2000) ("*Texas 271 Order*"), at ¶ 117.

management process track in order the sections of the Wholesale CMP, insofar as possible. That document embodies the change management procedures under which Qwest now operates.

**1. Scope**

21. The scope of Qwest's Change Management Process, as agreed upon by CLECs and Qwest in the collaborative redesign process, is defined as follows:

> This document [the Wholesale CMP] defines the processes for change management of OSS interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support of affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services provided by CLECs to their end users. 16/

**2. Types of Changes**

22. The redesign team reached agreement on procedures governing the following types of changes to OSS interfaces with the exception of certain components of Regulatory Changes: 17/

(1) Regulatory Changes: A Regulatory Change is a change that "is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may initiate the change request." 18/

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16/ Wholesale CMP § 1.0 (Exhibit A).

17/ Wholesale CMP § 2.0 (Exhibit A).

18/ Wholesale CMP § 2.1 (Exhibit A). Qwest and the CLECs reached agreement on the meaning of "regulatory change" at the February 19 redesign session. However, the PID/PAP impasse issue was not resolved.

(2) Industry Guideline Changes: An Industry Guideline Change is a change made to implement Industry Guidelines using a national implementation timeline, if any. Either Qwest or the CLEC may initiate the change request. These guidelines are industry-defined by the following organizations:

- Alliance for Telecommunications Industry Solutions (ATIS)
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interface Committee (EDI)
- American National Standards Institute (ANSI)

(3) Qwest-Originated Changes: A Qwest Originated change is a change that is originated by Qwest, does not fall within the changes listed above, and is within the scope of CMP.

(4) CLEC-Originated Changes: A CLEC Originated change is a change that is originated by a CLEC, does not fall within the changes listed above, and is within the scope of CMP.

**3. CLEC or Qwest OSS Interface Change Request Initiation Process**

23. The procedures governing CLEC or Qwest initiated requests for changes to OSS interfaces are set forth in Section 3.1 of the Wholesale CMP (Exhibit A). The first step in the process is for the CLEC or Qwest change request initiator to e-mail a complete change request form to the Qwest Systems CMP Manager. 19/ The change request form is included on the Qwest CMP website, together with instructions for completing and e-mailing the form. Qwest's CMP Manager assigns a CR tracking number, logs it into the CMP database, and sends acknowledgment of receipt to the originator and update the CMP database.

19/ *See* Wholesale CMP § 3.1 (Exhibit A).

24. Within eight business days of receipt of a complete CR, the CR Project Manager (CRPM) holds a clarification meeting with the originator and the Qwest SMEs unless the CR originator is not available within the above specified time frame. At the meeting, "Qwest and the originator will review the submitted CR, validate the intent of the originator, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced." 20/ Within five business days, the CR Project Manager must document and issue minutes of the meeting.

25. If a CR is received within 3 weeks of the next scheduled CMP meeting, it will be presented and "clarified" at that meeting. After presentation of the CR by the originator and discussion of issues identified at the CMP meeting, the CR may be modified. Qwest also provides a level of effort for those OSS interface CRs provided 21 days in advance of the CMP meeting.

26. Qwest's response to a CR will be either "accepted" or "denied." If Qwest accepts the CR, Qwest must include in its response a determination and presentation of the options for implementation and identification of the preliminary level of effort required in terms of a range of hours. If Qwest denies a CR, Qwest's response must include the basis for its denial, with reference to substantiating material.

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20/ Wholesale CMP § 3.1 (Exhibit A).

# CONTINUATION



# Master Redlined CLEC-Qwest CMP Redesign Framework – CLEAN - History Log

| Line # | Version - Filename | Effective Date | Change | | | |
|---|---|---|---|---|---|---|
| | | | Section # | Section Name | Subsection Name | Update Activity |
| 1 | Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-07-02 – CLEAN – Version 1.0 | 02-07-02 | All | | | Accepted changes to Master Redlines CLEC-Qwest CMP Redesign Framework |
| 2 | Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-20-02 – CLEAN – Version 2.0 | 02-20-02 | 2.1 | Types of Change | Regulatory Change | Added changes to Regulatory Changes section as agreed to at Feb 19 Redesign Meeting. |
| 3 | Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 03-07-02 – CLEAN – Version 3.0 | 03-11-02 | 3.1 | Change Request Initiation Process | CLEC-Qwest OSS Interface Change Request Initiation Process | Added language agreed to at March 7 Redesign Meeting. |
| 4 | | | 9.0 | Prioritization | N/A | Added language agreed to at March 7 Redesign Meeting. |
| 5 | | | 9.3 | Prioritization | SCRP | Added language agreed to at March 7 Redesign Meeting. |
| 6 | | | 5.1.6 | Change to Existing Interfaces | Final Interface Technical Specifications | Added language agreed to at March 7 Redesign Meeting. |
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# CONTINUATION

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27. If the CLECs do not accept a Qwest denial, they may escalate the denial, seek dispute resolution, or defer further consideration of the CR until a later date. Accepted systems CRs move into the prioritization process, which are discussed below.

**4. CLEC-Originated Product and Process Change Requests**

28. The procedures for CLEC-initiated changes to Qwest products and processes are similar to the procedures for changes to systems interfaces. They are set forth in Section 3.3 of the Wholesale CMP. 21/

**5. Qwest-Initiated Product/Process Change Requests**

29. The redesign team has agreed to a detailed interim process for Qwest-initiated Product/Process changes. The Interim Qwest Initiated Product/Process Change Process is attached as Exhibit C. 22/ As the introductory note in that document states, the parties agreed that Qwest would implement the interim process. At the same time, the CMP Redesign team would work together to refine the process, as described below. The parties anticipate that this effort will be complete by April 16, 2002. Qwest will then incorporate the process into the Qwest Wholesale Change Management Process Document.

30. The interim process classifies Qwest-initiated changes into four groups, labeled Levels 1-4. Level 1 is defined as "changes that do not alter CLEC operating procedures or are time critical corrections," and includes changes such as verbiage clarifications and

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21/ Wholesale CMP § 3.2 (Exhibit A).

22/ This document can also be found at the following URL: www.qwest.com/wholesale/cmp/whatiscmp.html

corrections that do not change the initial purpose of a document. Level 2 is defined as "changes that have minimal effect on CLEC operating procedures," and includes changes such as email address, telephone number, and fax number changes. Level 3 is defined as "changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes," and includes changes such as product enhancements that do not drive new processes and customer-facing center hour changes. Level 4 changes are defined as "changes that have major effect on existing CLEC operating procedures or that require the development of new procedures," and include changes such as interval changes and new processes related to product enhancements.

31. Each level defines a different process for changes falling within that level. For Level 1 changes, Qwest provides a notification to CLECs describing the change; there is no comment cycle for such changes. For Level 2 changes, Qwest provides a notification to CLECs describing the change at least 21 calendar days in advance of the change. There is also a comment cycle, which provides for CLECs to submit comments and Qwest to reply to those comments prior to implementation of the change. For Level 3 changes, Qwest provides a notification to CLECs describing the change at least 31 calendar days in advance of the change. There is also a comment cycle, which provides for CLECs to submit comments and Qwest to reply to those comments prior to implementation of the change. Qwest will implement Level 3 changes no sooner than 15 calendar days after providing its response to CLEC comments. Thus, the implementation date for Level 3 changes is 31 to 45 days from the initial notification, depending upon when Qwest responds to CLEC comments.

32. Level 4 changes, which have the most impact on CLECs, require Qwest to submit a CR describing the proposed change. The CR is then presented at the monthly product/process CMP meeting for discussion with CLECs. Together, CLECs and Qwest will develop a process for Qwest to obtain CLEC input regarding the proposed change, which may include conferences or written comment cycles. After obtaining CLEC input in accordance with the process agreed at the monthly product/process CMP meeting, Qwest will modify the CR, if necessary, and design a solution. Qwest will then provide notification to CLECs of the planned change at least 31 calendar days prior to implementation. It is important to note that this notification is not issued until after Qwest and CLECs have discussed Qwest's CR, CLECs have provided input pursuant to the agreed process, and the CR is modified, if necessary. At this point, the process provides for a comments cycle similar to that for Level 3 changes, which results in an implementation date of 31-45 days from the date of the notification.

33. For Levels 2 through 4, where Qwest provides responses to CLEC comments, any CLEC that does not accept Qwest's response may elect to escalate the issue or pursue dispute resolution in accordance with the CMP escalation and dispute resolution provisions.

34. The description for each of the Levels 1-4 sets forth a list of the categories of changes that fall under that level. If a particular category of change is not listed under Level 1 or Level 2, Qwest will issue a Level 3 notification. As described below, Level 3 notifications provide for a comment cycle and 31 to 45 calendar days of notice prior to implementation of the change. Qwest and CLECs will discuss any requests to change the level under which a noticed

change falls or to establish new change categories under Levels 1 through 4 at the monthly CMP meeting. If the parties do not reach agreement regarding such a request, the issue will be determined by a majority vote.

35. As mentioned above, the CMP Redesign team reached agreement regarding this interim process on March 19, 2002. The parties also agreed to refine the categories of changes for each level by reviewing Qwest initiated product/process notices issued over the last few months in order to make the list of categories in each level more exhaustive. Qwest and the CLECs expect that this initial effort will be completed by April 16, 2002. After this review, CLECs and Qwest will baseline this process, and it will be added to the Qwest Wholesale Change Management Process Document.

**6. Prioritization of Change Requests**

36. As part of the change management process, CLECs participate with Qwest in determining the priority assigned to Qwest-originated and CLEC-originated OSS Interface changes as well as Industry Guideline changes and Regulatory changes that are subject to prioritization.

37. Procedures for prioritizing changes to systems interfaces are complete. These prioritization procedures do not apply to changes that require the introduction of a new interface or retirement of an old interface; instead separate procedures apply, which are discussed below.

38. The prioritization process allows CLECs to rank CLEC-originated and Qwest-originated change requests for an upcoming IMA major release. CLECs also have the ability to prioritize Industry Guideline CRs and Regulatory CRs in the event that these types of changes have a date certain for implementation (in the case of Regulatory CRs) or a recommended implementation date (in the case of Industry Guideline CRs) and Qwest determines that the changes can be implemented in more than one release and still meet the required implementation date. 23/

39. Prioritization of major release change requests is determined through a ranking process. Qwest and all CLECs that elect to participate in the ranking assign a numeric value to a given CR. For example, if there are 10 CRs to rank, Qwest and each CLEC assign a value of 1 to 10 (with 10 indicating their highest priority) to each CR. CLECs have already used this procedure to rank CRs for the IMA 10.0 Release and the IMA 11.0 Release.

40. The redesign team has also agreed in principle to adopt a Special Change Release Process ("SCRP"). The SCRP will allow any participant (Qwest or any CLEC) to fund, itself, any change it wants to make in the next major release that otherwise would not have been included due to the prioritization process.

41. Given the list of priorities established through CMP, Qwest begins its development cycle, in order of priority beginning with regulatory changes and industry guideline

23/ *See* Wholesale CMP §§ 9.1.1 and 9.1.2 (Exhibit A).

changes, followed by the ranked CRs.24 Qwest's information technology (IT) group defines the business and functional specifications for implementing the proposed changes. During this process, IT considers which CRs can be included in the upcoming release (based on release capacity, CR synergies, and other factors). Qwest then provides Packaging Options, which are different combinations of candidates based on affinities among related CRs and upon efficiencies of implementing the CRs in the same release. Based on the outcome of the packaging discussion with the CLECs, which is conducted during CMP meetings, Qwest defines the architectural and code changes required for each CR and presents a final list of CRs that can be implemented.

42. If, after Qwest commits to a final list of CRs for inclusion in the release, Qwest determines that changes cannot be made in time for a planned release, Qwest notifies the CMP group and discusses alternatives. Alternatives may include, for example, removing the CR from the list or delaying the release date to incorporate the CR. Once the change is implemented as part of a release, the CR is presented for formal closure at the next CMP meeting.

### 7. Introduction of New OSS Interfaces

43. The introduction of new OSS interfaces is subject to the change management process. The redesign team has developed procedures governing such changes, which are set forth in Section 4.0 of the Wholesale CMP. 25/ These procedures give CLECs advance notice of the introduction of new OSS interfaces; provide them with adequate

24 *See* Wholesale CMP § 3.2 (Exhibit A).

25/ *See* Wholesale CMP § 4.0 (Exhibit A).

information, documentation, and training in advance; and provide an opportunity for CLEC input into the process.

**a. Introduction of New Application-to-Application Interfaces**

44. At least nine months in advance of the target implementation date for a new application-to-application interface, Qwest issues a Release Announcement and posts on its website the Preliminary Interface Implementation Plan.

45. These documents include, where practicable, the following: (1) the proposed functionality of the interface; (2) proposed implementation timeline (including comment cycle); (3) proposed meeting date for review of the preliminary plan; (4) exceptions, if any, to industry guidelines or standards; and (5) planned implementation date.

46. CLECs have 14 days from the Initial Release Announcement to provide written comments on the documentation. Qwest responds to CLEC comments within 21 days of the Initial Release Announcement. Qwest reviews these issues and the implementation schedule at the Preliminary Implementation Plan Review Meeting, which is held approximately 28 days after the Initial Release Announcement.

47. Qwest provides draft technical specifications to CLECs at least 120 days before implementation of a new interface, with the applicable content defined in the CMP procedures. Qwest also holds a walk-through with CLECs between 106-110 days before implementation, to afford CLEC subject matter experts (SMEs) the opportunity to ask questions and discuss specific technical requirements with the Qwest SMEs.

48. CLECs may send written comments or concerns to Qwest's Systems CMP Manager no less than 104 days before implementation. Qwest responds to CLEC questions, concerns, and action items in writing no later than 100 days before implementation. The responses are shared with all CLECs, unless marked proprietary, and any changes are set forth in the final notification letter and in the final specifications.

49. Generally, no less than 100 days prior to implementation, Qwest issues the Final Release Requirements via website posting and CLEC notification. This document will include: (1) the final notification letter, (2) summary of changes from Qwest response to CLEC comments on the Draft Technical Specifications, (3) if applicable, indication of type of change, (4) purpose, (5) reference to final technical specifications or web site address, (6) additional pertinent material, (7) final connectivity and firewall rules, (8) final test plan (including joint testing period), and (9) release date.

50. Qwest's planned implementation date is no sooner than 100 calendar days from the date of the final release requirements. Production support changes can occur during the 30-day test window and are posted to Qwest's website within 24 hours of the change.

**b. Introduction of New GUI Interfaces**

51. The procedures for issuing a new graphical user interface (GUI)[26] are less involved than procedures for a new Application-to-Application interface because the CLEC is not required to make changes to its systems in order to use the new GUI interface (although it

[26] Wholesale CMP § 4.2 (Exhibit A).

may need to make changes to its business processes). When introducing a new GUI interface, Qwest issues a Release Notification 45 days in advance of the Release Production Date. The release notification includes the proposed functionality, implementation timeline, implementation date, and logistics for the GUI Interface Overview.

52. Not less than 28 days prior to the target implementation date, Qwest issues a Release Announcement, with a draft user guide and information about training. Not less than 27 days prior to the target implementation date, Qwest holds an Interface Overview meeting with CLECs. At least 25 days before implementation, CLECs may forward their comments and concerns, if any, to Qwest. Qwest reviews written CLEC comments and concerns and may address them with the release of the Final Notification. The Final Notification is issued not less than 21 days prior to implementation, and includes a summary of changes from the original notice, a final user guide, final training information, and the final implementation date.

**8. Changes to Existing OSS Interfaces**

53. The redesign team has agreed upon a set of procedures that govern Qwest's implementation of changes to existing systems interfaces. These procedures are set forth in Section 5.0 of the Wholesale CMP. Pursuant to the procedures, Qwest provides at the first CMP meeting of every quarter a rolling 12-month view of its OSS development schedule for both Application-to-Application interfaces and GUI. As noted in the CMP framework, Qwest's standard operating procedure for IMA interfaces is to implement three major releases and three point releases within a calendar year. CMP procedures permit Qwest to implement no more than four releases per OSS interface that require coding changes to the CLEC interfaces within a

calendar year, unless additional requirements are mandated by a regulatory authority. The CMP provides further that major release changes should occur no fewer than three months apart.

**c. Versioning**

54. Qwest maintains the previous version of IMA-EDI for six months after the release of a new version of IMA-EDI. "Versioning" permits CLECs to decide when they are ready to implement the new version by allowing CLECs to use the older version for as long as they choose during the six-month period. 27/ Past versions can only be modified as a result of production support changes; other changes must be included in future releases. Unlike IMA-EDI, Qwest makes one version of a GUI, such as the Electronic Bonding – Trouble Administration (EB-TA) and billing interfaces, available at any given time because CLECs access GUIs through web-based connections and changes to GUIs do not require CLECs to modify any coding.

**d. Changes to application-to-application interfaces**

55. For application-to-application interfaces, the CMP establishes timeframes for the notification and distribution of information about interface changes. Qwest provides draft technical specifications needed to enable CLECs to code the interface change at least 73 days

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27/ The FCC has found versioning useful to a BOC's demonstration that its change management process affords competing carriers a meaningful opportunity to compete because it "ensures that system changes and enhancements do not adversely affect a carrier's ability to access the BOC's OSS." *See Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) And Verizon Global Networks Inc., for Authorization to Provide In-Region, InterLATA Services in Massachusetts*, CC Docket No. 01-9, Memorandum and Opinion Order, FCC 01-130 (rel. Apr. 16, 2001), ¶ 107 (*quoting Texas 271 Order at* ¶ 115).

prior to implementation of the release, unless the exception process has been invoked. 28/ CLECs may provide written comments on the technical specifications within 18 days from the date of initial publication of the specifications. Between 58 and 68 days prior to implementation, Qwest sponsors a walk-through to afford CLEC SMEs and Qwest SMEs the opportunity to ask each other questions and discuss technical requirements. CLECs may provide written comments on the draft technical specifications no less than 55 days prior to implementation. Qwest provides written responses to CLEC questions, concerns and action items remaining from the walk-through no less than 45 days prior to implementation, and shares those responses with all CLECs.

56. Any resulting changes are incorporated into the final technical specifications and included in the final notification letter sent to CLECs. Qwest's planned implementation date is at least 45 days from the date final specifications are provided. Qwest provides a 30-day test window prior to the release production date during which time only production support changes may be made to the specifications. Production support changes can occur during the 30-day test window without advance notification, but are posted to Qwest's website within 24 hours of the change.

**e. Changes to GUI interfaces**

57. For changes to GUI interfaces, at least 28 days prior notice of the planned implementation date and draft release notes is required. CLECs may provide comments on the

28/ Technical specifications are documents that provide information CLECs need to code the interface.

GUI documentation not less than 25 days prior to implementation, with final notice of the release to be published at least 21 days prior to the production release date. Qwest considers CLEC comments and may address them within four days.

58. Qwest's planned implementation date is not less than 21 days from the date of the release notice. Production support changes may occur without advance notification and are posted to Qwest's website within 24 hours of the change.

**9. Retirement of Existing OSS Interfaces**

59. CMP procedures also cover the retirement of existing OSS interfaces. 29/ Retirement occurs when Qwest ceases to accept transactions using a specified OSS interface. This may include removal of a Graphical User Interface (GUI) or removal of a protocol transmission of information (application-to-application) interface.

60. For application-to-application interfaces, Qwest shares its retirement plans via its website postings and CLEC notifications provided at least nine months before the retirement date. Before retirement, the new interface must already be in a CLEC-certified production release (unless the old interface has not been used for the three most recent consecutive months, in which case 30 days prior notice of retirement is required).

61. The retirement notice must contain specific information, including the rationale for proposed retirement, available alternatives, a proposed detailed retirement timeline, and the targeted retirement date. CLEC comments on the Initial Retirement Notice are due to

29/ Wholesale CMP § 6.0 (Exhibit A).

Qwest no later than 15 days following the Initial Retirement Notice. Qwest makes available to existing CLEC users of the old interface another interface with "comparable functionality" not less than six months prior to retirement. A final Retirement Notice is issued to CLECs no later than 228 days prior to retirement of the release.

62. For GUI retirements, Qwest will notify the CLECs via website postings and notifications at least two months in advance of the target retirement date. The new interface is to be in a CLEC certified production release prior to the retirement of the older interface. Alternatively, Qwest may choose to retire a GUI if there is no CLEC usage of that interface for the most recent three consecutive months. Qwest will provide 30 days notice of the retirement via web posting and CLEC notification. CLECs may provide comments to Qwest no later than 15 days following the Initial Retirement Notice. Qwest will make comparable functionality available no less than 31 days before retirement of a GUI. Qwest must issue a Final Retirement Notice no later than 21 days following the Initial Retirement Notice.

**10. Meetings**

63. The redesign team reached agreement on the frequency and purpose of the monthly CMP meetings, as set forth in Section 8.0 of the Wholesale CMP. There is also a provision for CLEC-initiated or Qwest-initiated ad hoc meetings. Meeting participants can choose to attend meetings in a person or by conference call. Requirements regarding the content and distribution of the meeting materials are also addressed in Section 8.0 of the Wholesale CMP.

### 11. Qwest Wholesale CMP Website

64. To facilitate access to CMP documentation, Qwest maintains CMP information on its website.30 The website was designed with input from the CLEC community during the redesign process, is easy to use and is regularly updated. Qwest maintains closed and old versions of documents on the website's archive page for 18 months before storing the information offline. Information that has been removed from the website can be obtained by contacting the appropriate Qwest CMP Manager.

### 12. Application-to-Application Interface Testing (SATE)

65. The change management redesign process has generated procedures to govern Qwest's Customer Test Environment ("CTE"). The CTE offers a CLEC several ways in which to test its transaction-based application-to-application interfaces for pre-order, order and maintenance and repair functionality with Qwest's OSS. As set forth in the Wholesale CMP 31/, Qwest offers the following testing options for pre-ordering and ordering:

- Stand Alone Test Environment (SATE)32
- Progression Testing in the Interoperability Environment
- Controlled Production

For maintenance and repair, the Qwest customer test environment is

- CMIP Interface Test Environment (MEDIACC).

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30 The URL for this website is www.qwest.com/wholesale/cmp.html.

31/ Wholesale CMP § 10.0 (Exhibit A).

32 Qwest's SATE is being evaluated in the OSS test.

66. The CMP states that Qwest will provide the CTE for each major release and will update each CTE for any point release that has changes that were disclosed but not implemented as part of the major release. Qwest provides initial implementation testing 33/ and migration testing 34/ for all types of OSS interface change requests, controlled production for pre-ordering and ordering, and an opportunity for regression testing.

67. Qwest notifies CLECs of testing schedules so that CLECs may determine whether to participate in a test. CLECs wishing to test with Qwest must participate in at least one joint planning session to prepare for testing. As long as the CLEC uses the same software components and similar connectivity configuration as it uses in production, the Wholesale CMP provides that response times in testing generally should be similar to production. 35/ The Wholesale CMP also states that Qwest intends to include the service order processor (SOP) as part of the SATE component of the CTE by the end of 2002. It also provides that Qwest will make available a 30-day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date for a major release. 36/

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33/ Initial implementation testing is intended for those CLECs that are not currently in production or that want to test new ordering or pre-ordering transactions for which they have not been through testing.

34/ Migration testing refers to testing from one version of an interface to the next version.

35/ Wholesale CMP § 10.0 (Exhibit A). The CMP redesign document also notes that the CTE is not intended for volume testing. *Id.*

36/ Wholesale CMP § 5.1.8 (Exhibit A).

### 13. Production Support

68. The CMP redesign process also produced agreed-upon language to govern Qwest's provision of support to CLECs in the production environment. 37/ Problems encountered by the CLEC should be reported to the IT Help Desk. Qwest will monitor, track and address troubles reported by CLECs or identified by Qwest. A week after the deployment of an IMA release into production, Qwest will host a conference call with CLECs to review problems and answer questions, following the CMP process for documenting the meeting, with issues to be addressed with specific CLECs and results/status reviewed at the next monthly CMP OSS meeting.

69. The Wholesale CMP includes detailed procedures that Qwest follows in operating its IT Wholesale Systems Help Desk (Help Desk), which answers CLEC questions regarding connectivity, outputs, and system outages; in handling trouble tickets; in grading the severity of troubles; and in addressing problems identified through trouble reports. 38/ If Qwest and an affected CLEC cannot reach consensus on resolution of a problem, any party may invoke the technical escalation process. The technical escalation process was reviewed with CLECs in early February 2002. 39/

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37/ Wholesale CMP § 11.0 (Exhibit A).

38/ *See* Wholesale CMP § 11.3 (Exhibit A).

39/ Section 11.3 of the Wholesale CMP references the technical escalation process specification document. The technical escalation process through the Wholesale Systems Help Desk is a different process than the escalation process in Section 13 of the Wholesale CMP and the dispute resolution process in Section 14 of the Wholesale CMP.

70. A process specification document, entitled Qwest & Competitive Local Exchange Carrier (CLEC) Escalation of Technical Issues, describing the technical escalation process is posted on Qwest's wholesale website. The process provides CLECs with a single point of contact at Qwest through which to escalate a technical issue. Pursuant to the process, a CLEC can call the Help Desk, which contacts the appropriate Escalation Management Contact. Within 15 minutes, that Escalation Management Contact must call the escalating CLEC. If the Escalation Management Contact and designated backup are unavailable, the issue is automatically escalated to the next higher level Escalation Management Contact. The EMC provides increased managerial visibility of the issue, suggests work-arounds, obtains reallocation of resources as appropriate, and provides a status to the escalating CLEC on at least a daily basis until the escalation is terminated. The escalation is terminated by request or closure of the associated technical issue.

71. In closing a trouble ticket, Qwest must provide one of four disposition codes: 40/ (1) no trouble found (in Qwest systems); 41/ (2) trouble to be resolved in patch; (3) CLEC should submit change request to CMP; or (4) date TBD (to be determined), if Qwest will resolve later in patch, release, or otherwise if possible when synergies exist. The CMP procedures require Qwest to track this last category and report the status and resolution of these tickets to the CMP. The CMP procedures also prescribe the contents of ticket notifications for

40/ Wholesale CMP § 11.2 (Exhibit A).

41/ If it is determined that the problem resides within a CLEC's systems, Qwest records the trouble as 'no trouble found' because no trouble resides within Qwest's systems.

tickets that relate to only one reporting CLEC, and "event notifications," for trouble tickets that relate to more than one CLEC. 42/ Both must be sent to CLECs, within specified intervals depending upon the severity of the ticket. 43/

72. The Wholesale CMP also explains how troubles are reported to Qwest's IT organization (§ 11.4), identifies severity levels (§ 11.5), and sets forth various guidelines pertaining to trouble ticket notifications and event notifications (§ 11.6).

**14. CMP Escalation and Dispute Resolution Process**

73. In order to address CLEC concerns that multi-level escalations are too time-consuming, Qwest agreed to a single level escalation process where Qwest provides a single binding position on the issue. Qwest must respond to escalations within seven days if it relates to a change request; otherwise, Qwest must respond within 14 days. The dispute resolution process allows the parties to agree to resolve the dispute through alternative dispute resolution or to submit the issue to an appropriate regulatory agency.

## III. FCC CRITERIA FOR EVALUATING 271 APPLICATIONS

74. As defined by the FCC, "change management" refers to the "methods and procedures that the BOC employs to communicate with competing carriers regarding the performance of, and changes in the BOC's OSS system." 44/ The FCC has observed that the

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42/ Wholesale CMP § 11.5 (Exhibit A).

43/ Wholesale CMP, § 11.6, (Exhibit A).

44/ *Arkansas/Missouri 271 Order*, Appendix D, ¶ 41.

existence of an adequate change management process to which a BOC has adhered over time is evidence that the BOC is providing nondiscriminatory access to its OSS, 45/ and is offering efficient competitors a "meaningful opportunity to compete."46/

75. In this section, Qwest describes the characteristics of Qwest's change management process that demonstrate Qwest's satisfaction of the following four factors identified by the FCC in the change management section of Appendix D of the *Arkansas/Missouri 271 Order*: 47/ "(1) information relating to the change management process is clearly organized and readily accessible to competing carriers; (2) competing carriers [have] substantial input in the design and continued operation of the change management process; (3) the change management plan defines a procedure for the timely resolution of change management disputes;" and "(4) the BOC has demonstrated a pattern of compliance with [its change management plan.]" 48/

45/ *Arkansas/Missouri 271 Order*, Appendix D, ¶ 40.

46/ *Arkansas/Missouri 271 Order*, Appendix D, ¶ 40.

47/ *Arkansas/Missouri 271 Order*, Appendix D, ¶ 42.

48/ The remaining factors identified by the FCC as part of its change management analysis are being evaluated in the ROC OSS test. These factors are: (1) the adequacy of technical assistance provided to CLECs; (2) the availability of a stable testing environment that mirrors production (Qwest's stand-alone testing environment or "SATE"); and (3) the efficacy of documentation for building an EDI interface. *See* Arkansas/Missouri 271 Order, Appendix D, ¶¶ 40-42.

### A. Accessibility and Organization of Information Relating to the Change Management Process

76. Qwest provides easily accessible and well-organized information regarding its change management process. Qwest maintains a website that sets forth the current change management process, including, in part, the method for proposing and processing CLEC-originated and Qwest-originated OSS interface change requests and CLEC-originated product and process change requests. 49/ Those procedures are set forth in the Wholesale CMP, which, as noted above, can be found in an updated form on the Qwest Wholesale Website. 50/ As discussed above, this document contains agreements reached through extensive negotiations between the CLEC community and Qwest regarding the redesign of Qwest's change management process. Other documents containing change management procedures are also included on the website, such as the interim procedures on Qwest-initiated products and process changes, discussed above. The CLECs had substantial input, during the redesign process, into the organization and clarification of change management related materials on the website.

77. The website also serves as a repository of information that is useful to CLEC participation in the change request process. For example, change requests that are to be presented to the CLEC community for discussion and refinement at monthly CMP meetings will be posted on the website. (CLECs participating in the CMP also are notified of new change

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49/ The Qwest change management website can be found at the following URL: http://www.qwest.com/wholesale/cmp/redesign.html.

50/ *See* Wholesale CMP (Exhibit A), which can be found at the following URL http://www.qwest.com/wholesale/cmp/whatiscmp.html

requests by e-mail.) CLEC-originated and Qwest-originated change requests are posted to the website. The change management website includes a link to a form that allows CLECs and Qwest to submit change requests to Qwest electronically. 51/ Qwest updates and maintains a database that tracks the progress of each change request, reports changes systematically using change request numbers, and uses these same numbers in communications with CLECs to identify specific changes.

78. The Qwest Wholesale Website also includes other information about the change management process, the redesign process, pending change requests and change management issues. For example, the website (1) contains a listing of the change requests, their status, and a complete history of the action taken on each request, including minutes of meetings between the CLEC originator and Qwest; (2) sets forth the schedule for systems and product/process change management meetings; (3) provides a link to OSS documentation and a list of releases notifications that are related to that documentation; and (4) provides a link to the SATE Data Documents which contain SATE test case scenarios. 52/ It also includes the minutes from CMP meetings, past and future meeting schedules, the Release Calendar, release notifications, change requests, CMP contact information, information about how to make a change request, and more.

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51/ *See* Product/Process and Systems links listed under "Change Requests" link at the following URL: http://www.qwest.com/wholesale/cmp/index.html.

52/ The CMP website has links to the IMA-EDI page that specifies for CLECs how to use the EDI environment.

## B. Competing carrier input into the design and continued operation of the change management process

79. CLECs have had and continue to have substantial input and opportunities for input into the design and continued operation of the change management process.

80. Qwest and the CLECs have met regularly, generally four days per month, since July 2001, to collaboratively redesign Qwest's change management procedures. The redesigned CMP has already been implemented. In sum, Qwest's current change management process provides for substantial CLEC input into both the design and the continued operation of the process. The redesign effort has provided an opportunity for CLECs and Qwest jointly to redesign the CMP by expanding its scope, developing and documenting more detailed processes, improving notification intervals, and establishing meeting standards.

81. The redesign process operates on a parallel track with Qwest's ongoing change management forum. The schedules, agendas, and minutes of the CMP and CMP redesign meetings are posted on the Qwest CMP website. Qwest has regularly filed status reports on the progress of the redesign process beginning in October 2001. A number of CLECs have filed comments on the status reports, and Qwest and CLECs have participated in workshops regarding CMP related issues during the redesign process.

82. Significantly, the parties to the redesign process have already agreed that even after negotiations are completed, there will be provisions under the CMP to manage

changes to the CMP. 53/ The parties understand that the CMP is a dynamic process that will be subject to ongoing improvements. Now and in the future, procedures are in place to ensure that CLECs will have substantial input into the design and operation of the CMP.

83. CLECs also have substantial opportunities for input into the continued operation of the change management process. As discussed above, Qwest and CLECs jointly participate in the CMP forum for managing changes related to Qwest's OSS interfaces, products, and processes that support the five categories of OSS functions (pre-ordering, ordering, provisioning, maintenance and repair, and billing). Key elements of the monthly CMP meeting were jointly developed by the CLECs and Qwest during the redesign process. These include: 1) the frequency and duration of the meeting, 2) the purpose of the meeting, 3) meeting protocol, 4) the content and distribution of meeting materials, 5) non-standard and "walk-on" agenda items, 6) the content and distribution of meeting minutes, and 7) provisions for ad hoc CMP meetings.

84. Qwest's current change management process, which is primarily comprised of processes that were implemented as a result of the CLEC-Qwest CMP redesign effort, provides opportunities for CLEC input throughout the lifecycle of a CLEC or Qwest initiated change request. For example, the process expressly provides for CLEC input regarding CLEC or Qwest initiated change requests at clarification meetings and/or at monthly CMP meetings. Later in the process, CLEC input regarding Qwest's proposed solutions and/or draft responses is solicited at monthly CMP meetings. Additionally, for those changes that result in Product Catalog (PCAT)

53/ Wholesale CMP § 1.0 (Exhibit A).

or technical publication (TechPub) changes, CLECs have the opportunity to provide written comments concerning the proposed changes via a web-based customer comment tool.

85. The prioritization process also provides a significant opportunity for the CLECs to have input to and control over which OSS Interface changes are implemented and when they are implemented. Additionally, Qwest's change management processes for the introduction and retirement of OSS interfaces and changes to existing OSS interfaces provide for CLEC input throughout the development lifecycle. For example, the process for changes to an existing application-to-application OSS Interface provides three distinct opportunities for CLEC input. First, CLECs may submit written questions and comments on the draft technical specifications. Second, Qwest hosts a "walk-through" which affords the opportunity for Qwest and CLEC technical subject matter experts to discuss the upcoming changes. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through. Third, following the walk-through, the CLECs have an opportunity to submit written comments and questions to Qwest. 54/

### C. Procedures for the timely resolution of change management disputes

86. One factor the FCC examines in its 271 evaluation is a BOC's procedures for escalation and resolution of disputes between the CLEC and the BOC regarding OSS issues. The parties to the redesign process agreed upon escalation and dispute resolution procedures, and

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54/ Wholesale CMP § 5.1. As discussed above, Qwest also employs versioning for its IMA interface, meaning that it maintains a prior version of a software release for six months after implementing a new version, so that CLECs need not switch to the newer version immediately. *See Massachusetts 271 Order*, ¶ 107.

Qwest has implemented them. The procedures are set forth in the Wholesale CMP. 55/ As of March 14, 2002 the escalation procedures have been invoked on one occasion with regard to systems changes, and on four occasions with regard to product and process changes. The dispute resolution procedures have not yet been invoked as of March 14, 2002.

87. The change management escalation and dispute resolution procedures were developed jointly by Qwest and the CLECs in the redesign process. The escalation procedures apply to all items that are the within the scope of the CMP, as well as to issues surrounding the CMP itself and its administration. 56/ The escalation procedures contain specific instructions for communicating to Qwest the escalated issue, including a statement of the CLEC's desired resolution and a request for interim action, if applicable. At the CLECs' request, the escalation process has been streamlined, and now offers CLECs a single point of contact for a given issue. The Qwest single point of contact is responsible for providing a final binding position regarding the escalated issue within seven days for a disputed change request and within 14 days for other escalations. Escalation requests and Qwest and CLEC responses are posted to the website.

88. A CLEC or Qwest may bypass the escalation process and immediately invoke the dispute resolution process. Like the escalation process, the CMP contains specific requirements for describing and documenting the dispute. If the parties agree, the dispute can be

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55/ Wholesale CMP §§ 13.0 (escalation) and 14.0 (dispute resolution) (Exhibit A).

56/ Escalations are internal, meaning that an issue is escalated within Qwest's management ranks. In contrast, dispute resolution involves external resources.

resolved externally through an alternative dispute resolution process; alternatively, a CLEC or Qwest may submit the issue to an appropriate regulatory agency.

89. Qwest and the CLECs have also agreed to procedures for impasse resolution that apply to the redesign effort. These impasse resolution procedures require CLECs and Qwest to negotiate in good faith and to make every attempt to reach consensus (both among the CLECs and between the CLECs and Qwest). As of March 14, 2002, only one issue has reached an impasse in the redesign process, as the parties have been successful in negotiating solutions in the framework of the redesign sessions.

90. In the event that an issue in dispute is at an impasse, then one of the following dispute resolution options is available: (1) Qwest will identify the impasse issues in its monthly CMP redesign status reports to the state commissions, and the issues can be treated as impasse issues in the Section 271 proceedings in those states; or (2) if a commission no longer accepts impasse issues in a 271 proceeding, Qwest or any CLEC may submit the issue following the procedures of the appropriate regulatory agency. Finally, if the parties agree, a third party may be hired to resolve the dispute. As of March 3, 2002, only one issue has been declared an impasse. As noted earlier, the impasse issue is whether OBF language that treats changes to meet performance measurements as regulatory changes should be included in the Qwest CMP definition of Regulatory Changes.

91. In sum, if Qwest and the CLECs cannot reach agreement, either in the redesign process or in the change management forum itself, the escalation and dispute resolution procedures agreed to by the parties are used to resolve issues and produce a solution that Qwest

and CLECs will accept and implement. Thus, even though the redesign process is not completed and has not been fully implemented yet, the procedures already in place ensure that the redesign process will conclude successfully with a collaborative result, and not one dictated by Qwest.

### D. Demonstrated pattern of compliance with Qwest's change management process

92. Qwest has demonstrated a pattern of compliance with the change management process. Qwest has complied with the agreed-upon scope of the CMP. As of March 14, 2002, Qwest has only rejected one CR on the grounds that it was not within the scope of the CMP.

93. In Qwest's processing of change requests, it has met its obligations with regard to the following agreed-upon process milestones: 1) sending acknowledgements to the CR originator; 2) posting CRs to Qwest's CMP website; 3) contacting customers to schedule clarification meetings; 4) conducting meetings to clarify CLEC CRs; 5) providing initial responses to CLEC CRs; 6) posting initial responses to Qwest's CMP website; 7) presenting CRs; 8) providing final responses to CLEC CRs (if applicable); and 9) posting final responses to Qwest's CMP website (if applicable.) Between November 1, 2001 and February 2002, Qwest processed 58 new OSS Interface CRs. Of a possible 347 milestones, Qwest was responsible for missing two milestones. This equates to a 99.42% compliance rate with the CLEC/Qwest Initiated OSS Interface CR Process. During this same time, Qwest processed 32 new CLEC initiated Product and Process CRs. Of a possible 126 milestones, Qwest was responsible for missing seven milestones. This equates to a 94.44% compliance rate with the CLEC Initiated

Product and Process CR Process. Significantly, the compliance rate for this process in January and February 2002 was 100%.

94. Qwest also has met its obligations to: 1) track and document the status of change requests; 2) to hold regular CMP meetings; 3) to provide meeting materials in advance of the meetings; and 4) to record meeting discussion, action items, and issues. This information may be found at Qwest's CMP website. 57/

95. In Qwest's processing of escalations, it has met its obligations with regard to the following agreed-upon process milestones: 1) acknowledging receipt of escalation; 2) posting escalation on Qwest's CMP website; 3) issuing notice to CLECs; and 4) providing Qwest's binding response. As of February 2002, Qwest processed one OSS Interface escalation and four Product/Process escalations. Of a possible 16 milestones, Qwest was responsible for missing one milestone. This equates to a 93.75% compliance rate with the Escalation Process. Qwest also met its obligations regarding the development and implementation of a web-based tool for escalation requests.

96. Qwest made a commitment to provide green highlighting of all changes published in the PCAT and to red-line all changes published in the TechPubs beginning January 2, 2002. Since then, Qwest has published 102 PCAT and ten TechPub changes. All of these documents contained the agreed-upon highlighting/red-lining web notification forms, history logs, and customer notification forms.

57/ The information can be found at the following URL: www.qwest.com/wholesale/cmp/teammeetings.html.

97. Qwest has demonstrated compliance with the Prioritization Process. In August 2001, and again in October/November 2001, CLECs and Qwest jointly prioritized CLEC-Originated CRs and Qwest-Originated CRs for the IMA 10.0 Release. In February 2002, CLECs and Qwest jointly prioritized CLEC-Originated CRs, Qwest-Originated CRs, and Industry Guideline CRs for the IMA 11.0 Release. At that time, there were only nine outstanding CLEC-initiated CRs.

98. In addition to demonstrating a pattern of compliance with its change management procedures, Qwest also established a pattern of quickly implementing agreements reached in the redesign process. A matrix that shows the improvements based on various agreements reached through the redesign process and when Qwest implemented them is attached as Exhibit B.58

99. In conclusion, Qwest's change management process satisfies the FCC's requirements.

58/ This matrix is also posted on the redesign website at a link entitled Change Management Process Improvements Rev. 2-15-02 at the following URL:www.qwest.com/wholesale/cmp/redesign.html.

MASTER RED-LINED CLEC-QWEST CMP RE-DESIGN FRAMEWORK
INTERIM DRAFT – Revised 10-16-01, 10-3-01, 9-20-01, 11-1-01, 11-8-01, 11-16-01, 11-29-01, 12-10-01,12-19-01, 01-03-02, 02-07-02, 02-20-02, 03-07-02
CHANGE MANAGEMENT PROCESS (CMP)
FOR LOCAL SERVICES

**The highlighted portions of this document describe Qwest's current processes. These provisions may be modified through the redesign process.**

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# CHANGE MANAGEMENT PROCESS (CMP)

The highlighted portions of this document describe Qwest's current processes. These provisions may be modified through the redesign process.

## 1.0 INTRODUCTION AND SCOPE

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

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

Qwest will track changes to OSS interfaces, products and processes. The CMP includes the identification of changes and encompasses, as applicable, [requirement definition, design, development, notification, testing, implementation and disposition of changes – revisit list]. Qwest will process any such changes in accordance with the CMP described in this document.

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

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## 2.0 TYPES OF CHANGE

A Change Request should fall into one of the following classifications:

### 2.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts, or as agreed to by Qwest and CLECs. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may initiate the change request.

### 2.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines using a national implementation timeline, if any. Either Qwest or the CLEC may initiate the change request. These guidelines are industry defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) Sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interface Committee (EDI)
- American National Standards Institute (ANSI)

### 2.3 Qwest Originated Change

A Qwest Originated change is originated by Qwest does not fall within the changes listed above and is within the scope of CMP.

### 2.4 CLEC Originated Change

A CLEC Originated change is originated by the CLEC does not fall within the changes listed above and is within the scope of CMP.

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## 3.0 Change Request Initiation Process

### 3.1 CLEC-Qwest OSS Interface Change Request Initiation Process

The change request initiator will complete a Change Request Form (see Appendix X) as defined by the instructions on Qwest's CMP web site. The Change Request Form is also located on Qwest's CMP web site.

A CLEC or Qwest seeking to change an existing OSS interface, to establish a new OSS interface, or to retire an existing OSS interface must submit a change request (CR).

**Regulatory or Industry Guideline Change Request**

The party submitting a Regulatory or Industry Guideline CR must also include sufficient information to justify the CR being treated as a Regulatory or Industry Guideline CR in the CR description section of the CR form. Such information must include specific references to regulatory or court orders, legislation, or industry guidelines as well as dates, docket or case number, page or paragraph numbers and the mandatory or recommended implementation date, if any. If a regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, the CR originator must provide the evidence of the change in circumstance, such as an estimated volume increase or changes in technical feasibility.

Qwest or any CLEC may submit Regulatory and Industry Guideline CRs. Qwest will send CLECs a notice when it posts Regulatory or Industry Guideline CRs to the Web and identify when comments are due, as described below. Regulatory and Industry Guideline CRs will also be identified in the CMP Systems Monthly Meeting Distribution Package. Not later than 8 business days prior to the Systems CMP Monthly meeting, any party objecting to the classification of such CR as Regulatory or Industry Guideline must submit a statement documenting reasons why the objecting party does not agree that the CR should be classified as Regulatory or Industry Guideline change. Regulatory and Industry Guideline CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory or Industry Guideline, that CR will be discussed at the next monthly Change Management Meeting. At that meeting, Qwest and the CLECs will attempt to agree that the CR is Regulatory or Industry Guideline. At that meeting, if Qwest or any CLEC does not agree that the CR is Regulatory or Industry Guideline, the CR will be treated as a non-Regulatory, non-Industry Guideline CR and prioritized with the CLEC-originated and Qwest-originated CRs, unless and until the CR is declared to be Regulatory or Industry Guideline through dispute resolution. Final determination of CR type will be made by the CLEC and Qwest designated representatives at that monthly meeting, and documented in the meeting minutes.

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***Implementation Plan for Regulatory CRs***

*If agreement is reached at the monthly CMP meeting that a CR constitutes a Regulatory Change, then at that same meeting, Qwest will propose an impiementation plan for compliance with a regulatory mandate. The proposal will include the criteria that Qwest used to determine the proposed method of implementation, including estimated volume, an estimated level of effort for implementing a manual solution, and an estimated level of effort for implementing a mechanized solution. Qwest will express the estimated levels of effort for these purposes in terms of a range of hours required to implement. If relied upon, the criteria may also include cost, estimated volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/feasibility of manual process.*

*If the difference between the midpoint of each range of the estimated levels of effort for implementing the manual and mechanized solutions is less than 10% of the larger number, and Qwest did not rely upon other criteria in determining the proposed method of implementation, then the decision regarding whether to implement the manual or mechanized solution will be determined by the desires of the majority of the parties present at the monthly meeting where the implementation plan is presented. For example, if Qwest did not rely on other criteria, this provision applies where the midpoint of the level of effort for the mechanized solution is 2000 hours and the midpoint of the level of effort for the manual solution is 2200 hours, because the difference is 200 hours, which is less than 10% of 2200, or 220. After the implementation plan has been discussed at that meeting, Qwest will request that a representative of each CLEC and Qwest indicate their preference for the manual or the mechanized solution, e.g., by a show of raised hands. The determination will be made by the majority of parties that express a preference. The results will be reflected in the meeting minutes.*

*If Qwest is unable to fully implement a mechanized solution in the first release that occurs after the CMP participants agree that a change has been mandated, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, the CR to implement the mechanized change will be treated as a Regulatory Change, notwithstanding the fact that a manual work-around is required for some interim period, and Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.*

*Qwest's implementation plan for a manual solution may include a plan to implement a mechanized solution when and if estimated volume for the functionality justifies implementation of a mechanized solution. In that situation, a subsequent CR to implement the mechanized change must be submitted when estimated volume justifies implementation of the mechanized solution and will be treated as a Regulatory Change only if the CLECs and Qwest agree to such treatment. If the parties do not agree to treat such a CR as a Regulatory Change, it will be treated as a non-Regulatory Change.*

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*CLECs and Qwest will attempt to reach agreement on the implementation plan at the monthly CMP meeting at which the proposed implementation is presented.*

*If any CLEC objects to the proposed implementation plan because it disagrees with Qwest's assessment of the estimated volume, the CLEC must submit information to Qwest demonstrating that Qwest's volume estimate should be revised. The CLEC shall submit such information to Qwest within 5 business days after the monthly meeting.[1] Qwest shall consider all such information submitted and determine whether a revision of its volume estimate is appropriate. Within 10 business days after the monthly meeting, Qwest will notify CLECs via the mailout process whether it has determined that a revision of the volume estimate is appropriate. If it has revised the volume estimate, Qwest will include the revised volume estimate and will state whether the revised volume estimate results in a change to Qwest's estimated levels of effort to implement a manual and/or mechanized solution. If the volume estimate is revised and the revision results in a change to Qwest's estimated levels of effort to implement a manual and/or mechanized solution and/or Qwest's proposed implementation plan, Qwest will include the revised estimated levels of effort and the revised implementation plan in the notification. This implementation plan will be presented at the next monthly CMP meeting. CLECs and Qwest will attempt to reach agreement on the implementation plan at the monthly CMP meeting at which the revised implementation is presented.*

*The final determination regarding the implementation plan will be made by Qwest with input from CLECs, except where the estimated levels of effort for implementing the manual and mechanized solutions are not significantly different and the decision regarding whether to implement a manual or mechanized solution is determined by the CLECs, as set forth above. If no CLECs object to the proposed plan at the monthly meeting where it is first presented, final determinations will be made at that meeting and documented in the meeting minutes.*

*Qwest will present the proposed plan at the next monthly meeting only if all of the following apply:*

- *one or more CLECs object to the proposed plan at the monthly meeting where it is first presented,*
- *one or more CLECs submit additional volume estimate information as set forth above, and*
- *the additional information submitted by CLECs results in a revision to the implementation plan.*

*If all of the above apply, resulting in a revised implementation plan, then Qwest will present the revised implementation plan at the next monthly meeting. Final determinations regarding the*

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[1] *If necessary, a CLEC may indicate that such information is confidential by marking each page with the word "Confidential." If Qwest receives information pursuant to this provision that is marked "Confidential", Qwest will not disclose such confidential information to any other CLEC, but Qwest may use such confidential information to revise its demand estimate, if appropriate, and may disclose its revised demand estimate.*

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*implementation plan will be made at that monthly meeting and documented in the meeting minutes.*

*If any CLEC does not agree with the final implementation plan, the objecting CLEC may initiate dispute resolution under the CMP Dispute Resolution process.*

A CR originator e-mails a completed CR form to the Qwest Systems CMP Manager within two (2) business days after Qwest receives a complete CR:

- Qwest's CMP Manager assigns a CR number and logs the CR into the CMP database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager.
- The Qwest CMP Manager sends acknowledgement of receipt to the originator and updates the CR database.

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the complete CR to the CMP web site.
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate director responsible for the CR.
- The CRPM obtains from the director the names of the assigned subject matter expert(s) (SME).
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
- description of CR
- originator
- assigned CRPM
- assigned CR number
- designated Qwest SMEs and associated director(s)

Within eight (8) business days of receipt of a complete CR, the CRPM will coordinate and hold a clarification meeting with the originator and Qwest's SMEs. If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held.

At the clarification meeting, Qwest and the originator will review the submitted CR, validate the intent of the originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR.

CRs received three (3) weeks prior to the next scheduled CMP meeting will be presented at that CMP meeting. At least one (1) week prior to that scheduled CMP meeting, the CRPM will have the response posted to the web and added to CMP database. CRs that are not submitted by the above specified cut-off date may be presented at that CMP meeting as a walk-on item

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with current status. Qwest may not provide responses to these walk-on requests until the next month's CMP meeting. The originator will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. Participating CLECs will then be given the opportunity to comment on the CR and subsequent clarifications. Clarifications and/or modifications related to the CR will be incorporated. Qwest's SME will present options and potential solutions to the CR if applicable. Consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR if applicable.

Qwest will review the CRs received prior to the cut off date and evaluate whether Qwest can implement them. Qwest's responses will be one of the following:

- "Accepted" (Qwest will implement the CLEC request) with position stated. If the CR is accepted, Qwest will provide the following in its response:
  - Determination and presentation of options of how the CR can be implemented
  - Identification of the level of effort in hoursrequired to implement the CR.
  - Identification of any CR which is a duplicate, in part or whole, to the CR being presented.
- "Denied" (Qwest will not implement the CLEC or Qwest request) with basis for the denial, including reference to substantiating material.

If CLECs do not accept Qwest's response, they may elect to escalate or dispute the CR in accordance with the agreed upon CMP escalation or dispute resolution procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notice to the Qwest CMP Manager. If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as deferred. The CR will be statused deferred and CLECs may activate or close the CR at a later date.

At the monthly CMP meeting, the CR originator will provide an overview of its respective CR(s) and Qwest will present either a status or its response.

At the last Systems CMP meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the release. Ranking will proceed, as described in Section x. The results of the ranking will produce a release candidate list.

### 3.2 CLEC-Qwest OSS Interface Change Request Lifecycle

Based on the release candidate list, Qwest will begin its development cycle which includes the following milestones:

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### 3.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will also present any complexities, changes in candidate size, or other concerns that may arise during business or system requirements which would impact the implementation of the candidate. During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the release candidate list (late added CRs). If the CMP body grants the request to consider the late added CRs for addition to the release candidate list, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the release candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Prioritization Process (see Section xx). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the release and will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

### 3.2.2 Packaging

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

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

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

### 3.2.3 Design

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

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### 3.2.4 Commitment

After design, Qwest will present a final list of candidates which can be implemented. Qwest will provide an updated level estimate of the Level of Effort of each CR and the estimated total capacity of the release. These candidates become the committed candidates for the release.

### 3.2.5 Code & Test

Qwest engineers will perform the coding and testing by Qwest required to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned release, Qwest will discuss options with the CLECs in the next CMP meeting. Options can include either the removal of that candidate from the list or a delay in the release date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next point release, with appropriate disclosure as part of the current major release of the OSS interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

### 3.2.6 Deployment

During this phase Qwest representatives from the business and operations review and agree the system is ready for full deployment. The release is deployed and production support initiated and conducted.

During any phase of the lifecycle, a candidate may be requested to be removed by the requesting CLEC. If that occurs, the candidate will be discussed at the next CMP meeting or in a special emergency meeting, if required. The candidate will only be removed from further phases of development if there is unanimous agreement by the CLECs and Qwest at that meeting.

When Qwest has completed development of the OSS interface change, Qwest will release the OSS interface functionality into production for use by the CLECs.

Upon implementation of the OSS interface release, the CRs will be presented for closure at the next CMP monthly meeting.

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## 3.3 CLEC Product/Process Change Request Initiation Process

If a CLEC wants Qwest to change a Product/Process the CLEC e-mails a completed Change Request (CR) Form to the Qwest Product/Process CMP Manager. Within 2 business days Qwest's Product/Process CMP Manager reviews CR for completeness, and requests additional information from the CR originator, if necessary, within two (2) business days after Qwest receives a complete CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager,
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME).
- the CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
- Description of CR
- originating CLEC
- assigned CRPM
- assigned CR number
- designated Qwest SMEs and associated director(s)
- Within eight (8) business days after receipt of a complete CR, the CRPM Coordinates and holds a Clarification Meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held.
- At the Clarification Meeting, Qwest and the Originating CLEC review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. after the clarification meeting has been held, The CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR
- CRs received three (3) weeks prior to the next scheduled CMP meeting will be presented at that CMP Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that CMP meeting as a walk-on item with current status. The Originating CLEC will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held Clarification Meeting will be relayed. Then, participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. Clarifications and/or modifications related to the CR will be incorporated. Qwest's SME will

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present options and potential solutions to the CR. consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR.

* Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Meeting. Qwest's Responses will be:
* "Accepted" (Qwest will implement the CLEC request) with position stated, or
* "Denied" (Qwest will not implement the CLEC request) with basis for the denial, including reference to substantiating material.

At least one (1) week prior to the next scheduled CMP meeting, The CRPM will have the response posted to the Web, added to CMP Database, and will notify all CLECs via email

All Qwest Responses will be presented at the next scheduled CMP meeting by Qwest, who will conduct a walk through of the response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response

Based on the comments received from the Monthly Meeting, Qwest' may revise its response and issue a modified response at the next monthly CMP meeting. within ten (10) business days after the CMP meeting, Qwest will notify the CLECs of Qwest's intent to modify its response.

If the CLECs do not accept Qwest's response, any CLEC can elect to escalate the CR in accordance with the agreed upon CMP Escalation or dispute resolution Procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notice to the Qwest CMP manager.

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as deferred. The CR will be statused Deferred and CLECs may activate or close the CR at a later date.

The CLECs' acceptance of Qwest's response may result in:

* The response answered the CR and no further action is required;
* The response provided an implementation plan for a product or process to be developed;
* Qwest Denied the CLEC CR and no further action is required by CLEC.

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation in accordance with time frames defined in the CMP. If necessary, Qwest may request that CLECs provide input during the development stage. Qwest will then deploy the Qwest recommended implementation plan.

After Qwest's revised/new product or process is placed into production, CLECs will have no longer than 60 calendar days to evaluate the effectiveness of Qwest's revised/new product, or process, provide feedback, and indicate whether further action is required. Continual process improvement will be maintained.

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Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

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# 4.0 INTRODUCTION OF A NEW OSS INTERFACE

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

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

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

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

At least nine (9) months in advance of the target implementation date of a new application-to-application interface, Qwest will issue a Release Announcement, post the Preliminary Interface Implementation Plan on Qwest's web site, and may host a design and development meeting.

### 4.1.1 Release Announcement

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

### 4.1.2 CLEC Comments/Qwest Response Cycle and Preliminary Implementation Plan Review Meeting

CLECs have fourteen (14) calendar days from the initial release announcement to provide written comments/questions on the documentation. Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days of the Initial Release Announcement. Qwest will review these issues and its implementation schedule at the Preliminary Implementation Plan Review Meeting approximately twenty-eight (28) calendar days after the Initial Release Announcement.

### 4.1.3 Initial Interface Technical Specification

Qwest will provide draft technical specifications at least one hundred twenty (120) calendar days prior to implementing the release. In addition, Qwest will confirm the schedule for the walk-through of technical specifications, CLEC comments, and Qwest response cycle.

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### 4.1.4 Initial Notification Content

This notification will contain:

- Purpose
- Logistical information (including a conference line) for walk-through
- Reference to draft technical specifications, or web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft Connectivity and Firewall Rules
- Draft Test Plan

### 4.1.5 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning one-hundred and ten (110) calendar days prior to implementation and ending one-hundred and six (106) calendar days prior to implementation. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

### 4.1.6 Conduct Walk-through

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

### 4.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to the Systems CMP Manager no later than one-hundred and four (104) calendar days prior to implementation.

### 4.1.8 Qwest Response to Comments

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

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### 4.1.9 Final Interface Technical Specifications

Generally, no less than one hundred (100) calendar days prior to the implementation of the new interface, Qwest will issue the Final Release Requirements to CLECs via web site posting and a CLEC notification.

Final Release Requirements will include:

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

Qwest's planned implementation date will not be sooner than one hundred (100) calendar days from the date of the final release requirements. The implementation time line for the release will not begin until final specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

## 4.2 Introduction of a New GUI

Qwest will issue a Release Notification forty-five (45) calendar days in advance of the Release Production Date. This will include:

- Proposed functionality of the interface including whether the new interface will replace an existing interface.
- Implementation time line (e.g., milestone dates, CLEC/Qwest comment cycle, Interface overview date)
- Implementation date
- Logistics for GUI Interface Overview
- At least twenty-eight (28) calendar days in advance of the target implementation date of a new GUI interface, Qwest will issue a Release Announcement. At a minimum, the Release Announcement will includeDraft User Guide
- How and When Training will be administered

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### 4.2.1 Interface Overview

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

### 4.2.2 CLEC Comments and Qwest Response

At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. Qwest will consider CLEC comments and may address them with the release of the Final Notification.

### 4.2.3 Final Notification

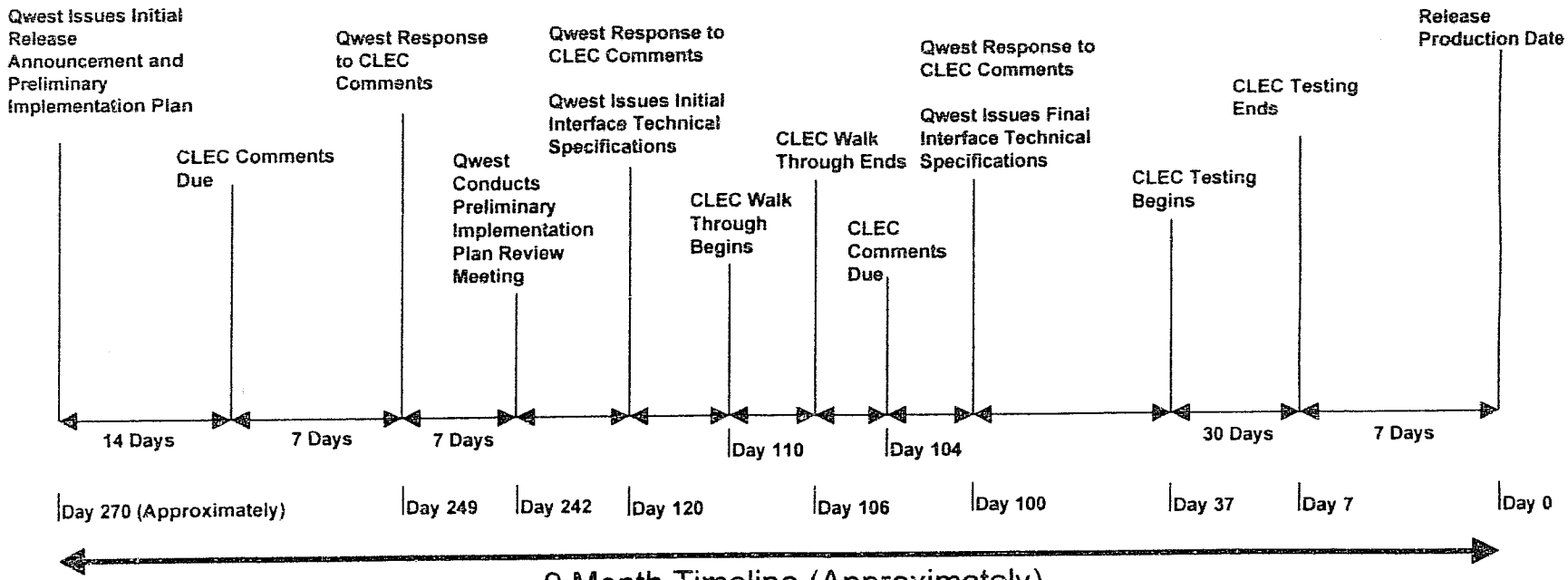
Qwest will issue a final notice no less than twenty-one (21) calendar days prior to the Release Production date. The final notice will include:

- A summary of changes from the initial notice, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Implementation date.

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

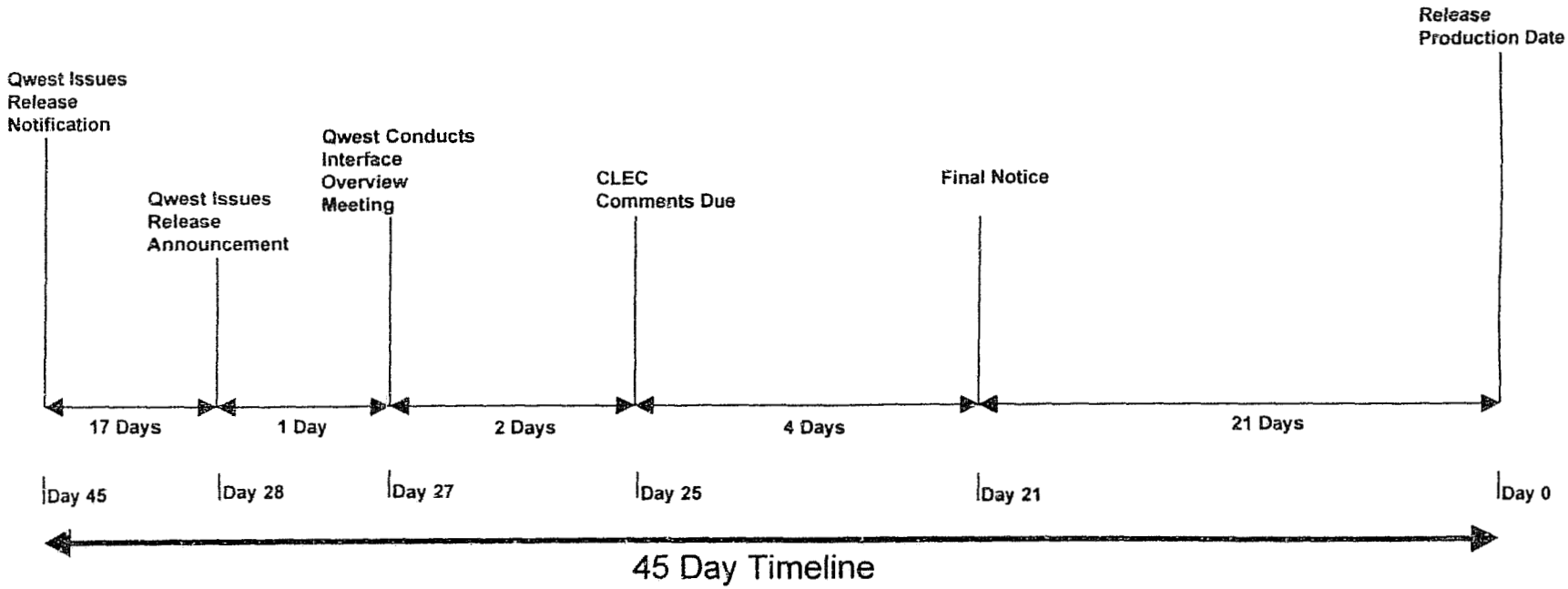



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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




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## 5.0 CHANGE TO EXISTING OSS INTERFACES

At the first CMP systems monthly meeting of each quarter, Qwest will also provide a rolling twelve (12) month view of its OSS interface development schedule.

Qwest standard operating practice is to implement 3 major releases and 3 point releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. The Major release changes should occur no less than three (3) months apart.

**Application-to-Application OSS Interface**

Qwest will support the previous major Interconnect Mediated Access (IMA) EDI release for six (6) months after the subsequent major IMA EDI release has been implemented.Past versions of IMA EDI will only be modified as a result of production support changes. All other changes become candidates for future IMA EDI releases.

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

**Graphical User Interface (GUI)**

Qwest makes one version of a GUI available at any given time and will not support any previous versions. IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI release.

### 5.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date (date the Qwest release is available for use (AT&T Comment) by CLECs), will adhere to in changing existing interfaces. [2]For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation time line, including testing.

#### 5.1.1 Draft Interface Technical Specifications

**[make sure CR process and this process are linked properly in final document]**

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[2] For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

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Prior to Qwest implementing a change to an existing interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will provide draft technical specifications at least seventy-three (73) calendar days prior to implementing the release unless the exception process (see Section xx) has been invoked. Technical specifications are documents that provide information the CLECs need to code the interface. CLECs have eighteen (18) calendar days from the initial publication of draft technical specifications to provide written comments/questions on the documentation.

### 5.1.2 Content of Draft Interface Technical Specifications

The Notification letter will contain:

- Written summary of change(s)
- Target time frame for implementation

Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

### 5.1.3 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning sixty-eight (68) calendar days prior to implementation and ending no less than fifty-eight (58) calendar days prior to implementation. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

#### 5.1.3.1 Walk through Notification Content

This notification will contain:

- Purpose
- Logistical information (including a conference line)
- Reference to draft technical specifications, or reference to a web site with draft specifications
- Additional pertinent material

#### 5.1.3.2 Conduct the Walk-through

Qwest will lead the review of technical specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses 45 calendar days prior to implementation.

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### 5.1.4 CLEC's Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to the Systems CMP Manager no less than fifty-five (55) calendar days prior to implementation.

### 5.1.5 Qwest Response to Comments

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

### 5.1.6 Final Interface Technical Specifications

The notification letter resulting from the CLEC's comments from the Initial Release Notification will constitute the Final Technical Specifications. After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda. The following is a high level overview of the current disclosure, release and addendum process:

- Draft Developer Worksheets -- 45 days prior to a release the draft Developer Worksheets are made available to the CLEC's.
- Final Disclosure – 5 weeks prior to a release the Final Disclosure documents, including I charts and developer worksheets are made available to the CLECs.
- Release Day – On release day only those CLECs using the IMA GUI are required to cut over to the new release.
- 1st Addendum – 2 weeks after the release the 1st addendum is sent to the CLECs.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the release as needed. There is no current process and timeline.
- EDI CLECs – 6 months after the release those CLECs using EDI are required to cut over to the new release. CLECs are not required to support all new releases.

### 5.1.7 Content of Final Notification Letter

The Final Release will include the following:

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

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- Joint Testing Period
- Release date

Qwest's planned implementation date will be at least forty-five (45) calendar days from the date of the final release requirements, unless the exception process has been invoked. The implementation time line for the release will not begin until final specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

#### 5.1.8 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

### 5.2 Graphical User Interface (GUI)

#### 5.2.1 Draft GUI Release Notice

Prior to implementation of a change to an existing interface, Qwest will notify CLECs of the draft release notes and the planned implementation date.

Notification will occur at least twenty-eight (28) calendar days prior to implementing the release unless an exception process has been invoked. This notification will include draft user guide information if necessary.

CLECs must provide comments/questions on the documentation no less than twenty-five (25) calendar days prior to implementation.

Final notice for the release will be published at least twenty-one (21) calendar days prior to production release date.

#### 5.2.2 Content of Draft Interface Release Notice

The notification will contain:

- Written summary of change(s)
- Target time frame for implementation
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

#### 5.2.3 CLEC Comments on Draft Interface Release Notice

Any CLEC comments must be submitted in writing to the Systems CMP Manager.

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### 5.2.4 Qwest Response to Comments

Qwest will consider CLEC comments and may address them in the final GUI release notice within four (4) calendar days **after receipt of CLEC comments**.

### 5.2.5 Content of Final Interface release Notice

CLEC comments to the draft notice may be incorporated into the final notice, which shall include:

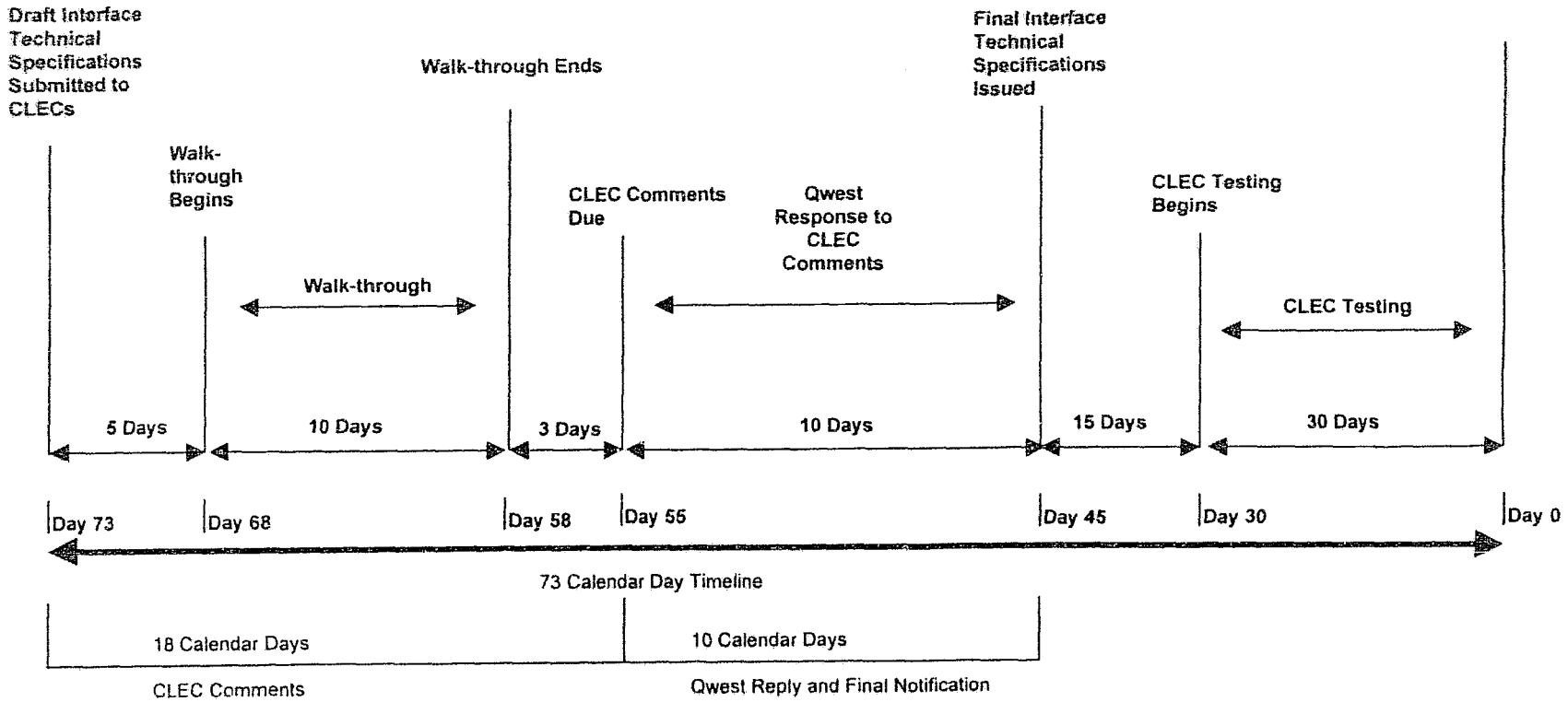
- Final notification letter
- Summary of changes from draft interface release notice
- Final user guide (or revised pages)
- Release date

Qwest's planned implementation date will be no later than twenty-one (21) calendar days from the date of the final release notice. Qwest will post this information on the CMP web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation time line for the release will not begin until all related documentation is provided.

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# Qwest-CLEC Change Management Process
# Changes to An Existing Application-to-Application OSS Interface

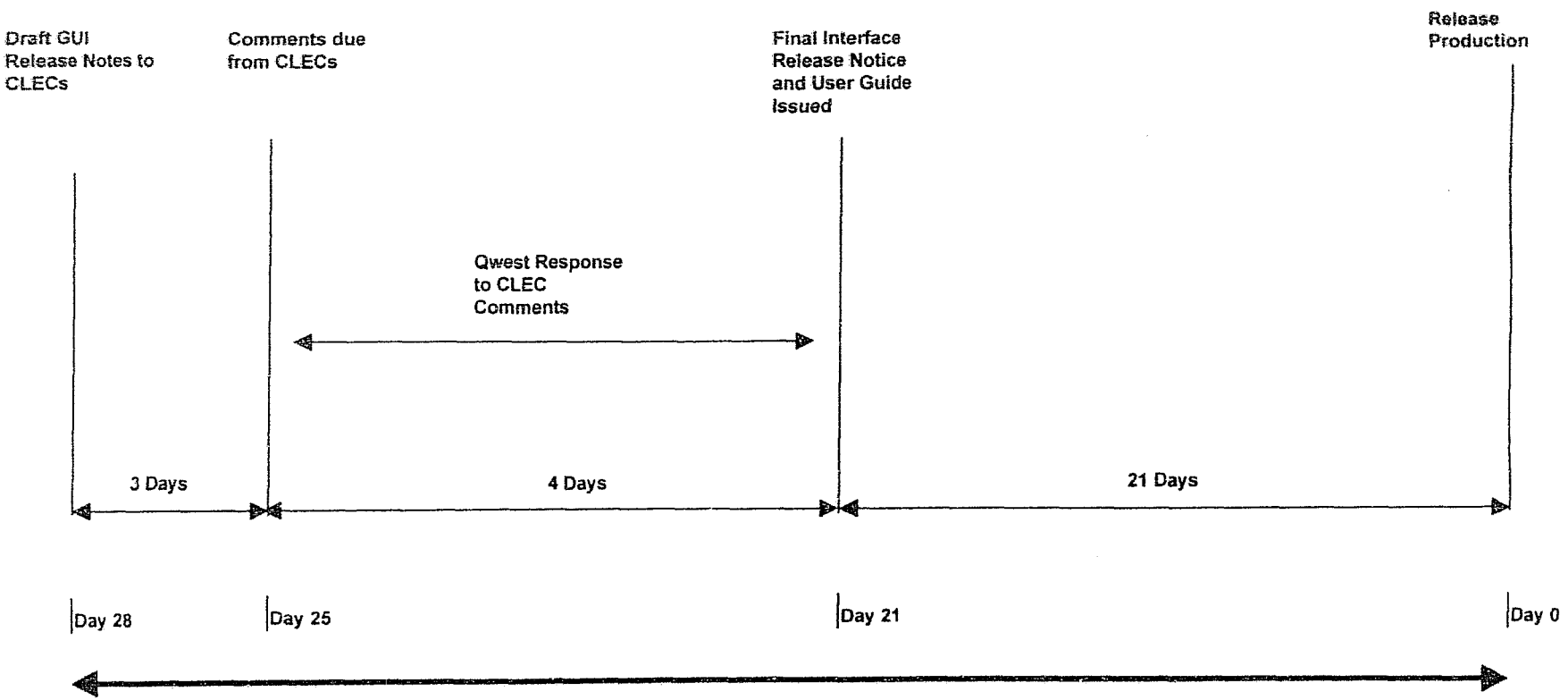



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# Qwest-CLEC Change Management Process
# Changes to An Existing Graphic User Interface (GUI)




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# 6.0 RETIREMENT OF EXISTING OSS INTERFACES

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

## 6.1 Application-to-Application OSS Interface

### 6.1.1 Initial Retirement Plans

At least nine (9) months before the retirement date of Application-to-Application interfaces, Qwest will share the retirement plans via web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent three (3) consecutive months. Qwest will provide thirty (30) calendar day notification of the retirement via web posting and CLEC notification.

### 6.1.2 Initial Retirement Notice to CLECs:

Initial Retirement Notices will include:

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

### 6.1.3 CLEC Comments to Initial Retirement Notice

CLEC comments to the Initial Retirement Notice are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notice.

### 6.1.4 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest announces the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no less than six months prior to retirement of an Application-to-Application interface.

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#### 6.1.5 Final Retirement Notice

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

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

### 6.2 Graphical User Interface (GUI)

#### 6.2.1 Initial Retirement Plans

At least two (2) months in advance of the target retirement date of a GUI, Qwest will share the retirement plans via web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent three (3) consecutive months. Qwest will provide thirty (30) calendar day notification of the retirement via web posting and CLEC notification.

#### 6.2.2 Initial Retirement Notice to CLECs:

Initial Retirement Notices will include:

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

#### 6.2.3 CLEC Comments to Initial Retirement Notice

CLEC comments to the Initial Retirement Notice are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notice.

#### 6.2.4 Comparable Functionality

Qwest will ensure comparable functionality no less than thirty-one (31) days before retirement of a GUI.

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### 6.2.5 Final Retirement Notice

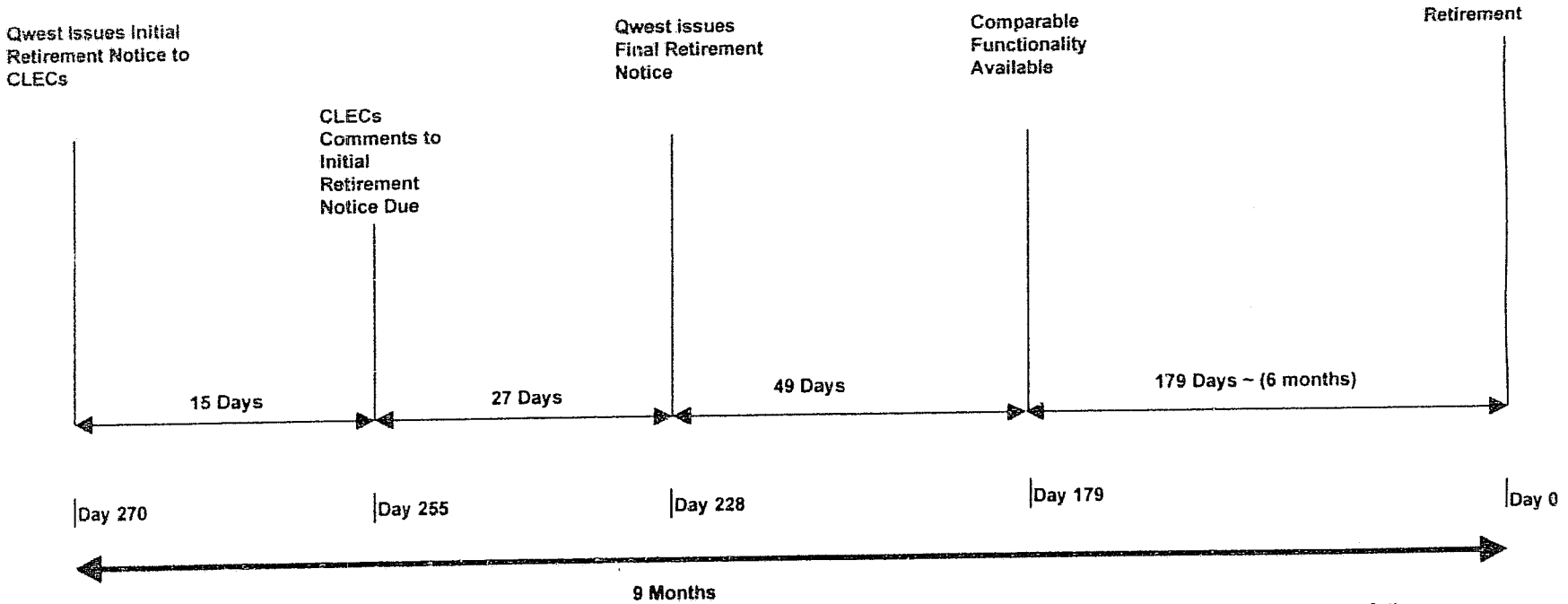
The Final Retirement Notice will be provided to CLECs no later than twenty-one (21) calendar days following the initial retirement notice for GUI retirements. The Final Retirement Notice will contain:

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

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

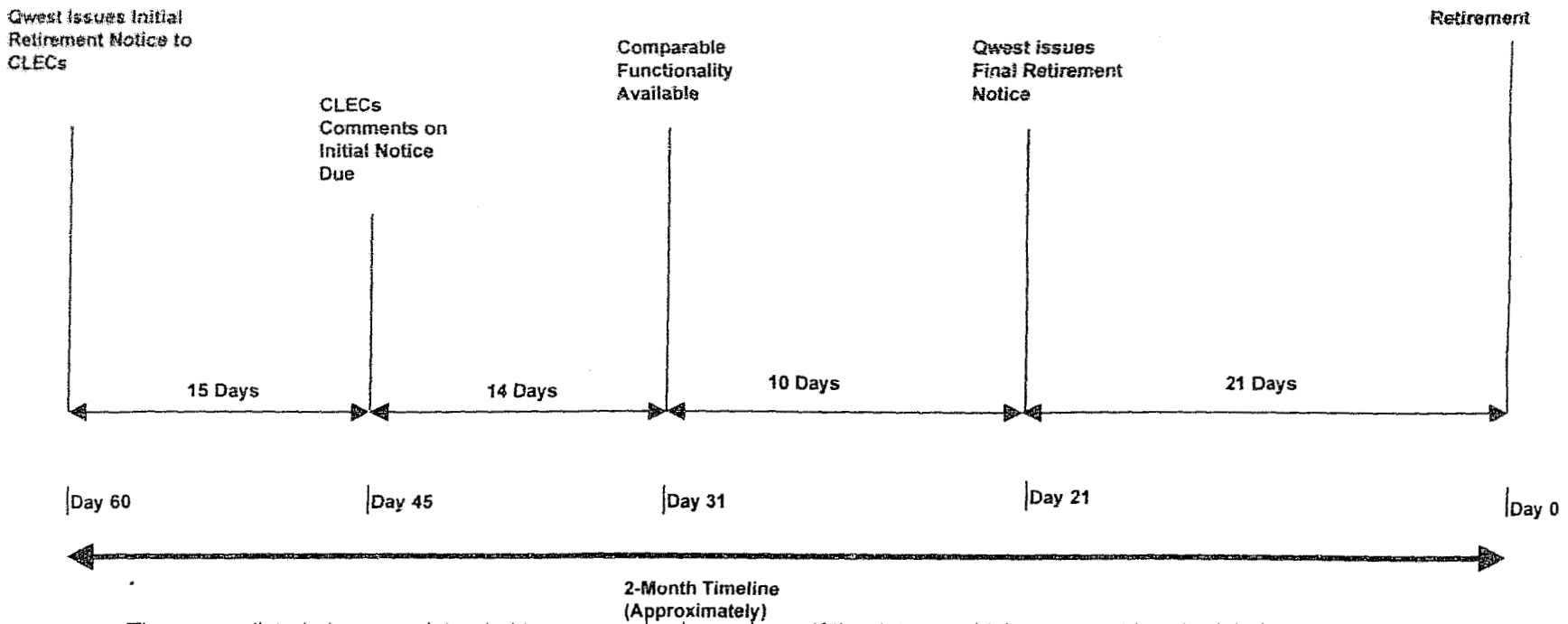



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# Qwest-CLEC Change Management Process
# Retirement of An Existing Graphic User Interface
# Timeline




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# 7.0 MANAGING THE CHANGE MANAGEMENT PROCESS

## 7.1 Change Management POC

Qwest and each CLEC will designate primary and secondary change management POC(s) who will serve as the official designees for matters regarding this CMP. The primary POC is the official voting member, and a secondary (alternate) POC can vote in the absence of the primary POC for each CLEC.CLECs and Qwest will exchange POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number

## 7.2 Change Management POC List

Primary and secondary CLEC POCs should be included in the Qwest maintained distribution list. It is the CLECs responsibility to notify Qwest of any POC changes. The list will be made available to all participating CLECs with the permission of the POCs.

## 7.3 Preferred Method of Communication

The preferred method of communication is e-mail with supporting information posted to the web site.

## 7.4 Governing Body

*The change management organizational structure must support the CMP. Each position within the organization has defined roles and responsibilities as outlined below.*

*CMP Team: Representatives are from the CLECs (or their authorized agents) and Qwest. This team meets monthly to review, prioritize, and make recommendations for change management requests. The change management requests are used as input to internal change management processes.*

*CMP Steering Committee: The CMP Steering Committee consists of representatives from the CLECs and Qwest who will be responsible for managing compliance to the CMP document. The responsibilities of the CMP Steering Committee are:*

- *On-going commitment*
- *Participation in change management meetings/conference calls*
- *Reviewing changes/suggestions to the CMP document for submittal to OBF*

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- *Process improvements*
- *Managing meeting schedule/logistics*

*A standing agenda item at the regular change management meetings will provide an opportunity for Qwest and CLECs to assess the effectiveness of the CMP. Both the CLECs and Qwest will use this opportunity to provide feedback of instances of non-compliance and commit to taking appropriate action(s).*

*Provider POC: Qwest POC is responsible for managing the CMP. Qwest POC will be responsible for maintaining the integrity of the change requests, preparing for and facilitating review meetings, presenting change requests to Qwest's internal CMP, and ensuring that all notifications are communicated to the appropriate parties.*

*CLEC POC: The CLEC POC will serve as the official designee for all matters regarding CMP, including:*

- *Submission of CLEC change request forms*
- *Notification of critical matters, such as Type 1 errors*

*Release Management Team: A team of CLEC and provider representatives who manage the implementation of scheduled releases.*

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## 8.0 MEETINGS

Change Management meetings will be conducted on a regularly scheduled basis, at least on a monthly basis. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, prioritize, manage the implementation of process and system changes and address change management requests. Qwest will review the status of all applicable change requests. The meeting may also include discussions of Qwest's development view

CLEC's request for additional agenda items and associated materials should be submitted to Qwest at least five (5) business days by noon (MST) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials at least three (3) business days by noon (MST) in advance of the meeting. Qwest will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring materials of the walk-on items to the meeting.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any qualified CLEC (as defined in this document). Meeting notification must contain an agenda plus any supporting meeting materials. These meetings should be announced at least five (5) business days prior to their occurrence. Exceptions may be made for emergency situations.

### 8.1 Meeting Materials [Distribution Package] for Change Management Meeting

Meeting materials should include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses
  - New/Active
  - Updated
  - Log
- Issues, Action Items Log and associated statuses
- Release Summary12 Month Development View
- Monthly System Outage Report
- Any other material to be discussed

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Qwest will provide Meeting Materials (Distribution Package) electronically by noon 3 business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the Distribution Package at the Monthly CMP Meeting.

### 8.2 Meeting Minutes for Change Management Meeting

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as Issues, Action items and statuses.

Minutes should be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MST) after the meeting. CLEC comments should be provided within two (2) business days by noon (MST). Revised minutes, if CLEC comments are received, should be distributed within nine (9) business days by noon (MST) after the meeting.

### 8.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its web site. The web site should be easy to use and updated in a timely manner. The Web site should be a well organized central repository for CLEC notifications and CMP documentation. Active documentation including meeting materials (Distribution Package), should be maintained on the website. Change Requests and release notifications should be identified in accordance with the agreed upon naming convention, to facilitate ease of identification. [action item #] Qwest will maintain closed and old versions of documents on the web site's Archive page for 18 months before storing off line. Information that has been removed from the web site can be obtained by contacting the appropriate Qwest CMP Manager. At a minimum, the CMP web site will include:

- Current version of Qwest CMP document describing CMP's purpose and scope of setting forth the CMP objectives, procedures, and timelines, including release life cycles.
- Calendar of release dates
- OSS hours of availability
- Links to related web sites, such as IMA EDI, IMA GUI, CEMR, and Notices
- Current CMP escalation process
- CMP prioritization process description and guidelines
- Change Request form and instructions to complete form
- Submitted and open Change Requests and the status of each
- Responses to Change Requests and written responses to CLEC inquiries
- Meeting (formal and informal) information for CMP monthly meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, sign-up forms, and schedules
- A log of CLEC and Qwest change requests and associated statuses
- Meeting materials (distribution package)
- Meeting minutes
- Release announcements and other CLEC notifications and associated requirements
- Directory to CLEC notifications for the month

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- Business rules, SATE test case scenarios technical specifications, and user guides will be provided via links on the CMP web site.
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on web page).

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## 9.0 PRIORITIZATION

Each OSS Interface and Test Environment release is prioritized separately. If the Systems CMP Change Requests for any interface or test environment do not exceed release capacity, no prioritization for that release is required. The prioritization process provides an opportunity for CLECs to prioritize CLEC and Qwest originated OSS Interface change requests (CRs). CLEC or Qwest originated CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 4.0 and 6.0, respectively.

### 9.1 Regulatory and Industry Guideline Change Requests

Regulatory and Industry Guideline changes, are defined in Section 2.0. , Separate procedures are required for prioritization of CRs requesting Regulatory and Industry Guideline changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is Regulatory Change or Industry guideline is set forth in section 3.1.

Qwest will send CLECs a notice when it posts Regulatory or Industry Guideline CRs to the Web and identify when comments are due, as described in Section 3.1. Regulatory and Industry Guideline CRs will also be identified in the CMP Systems Monthly Meeting Distribution Package.

#### 9.1.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, court ruling, or PAP. If no time is specified, Qwest will implement the change as soon as practicable. For Regulatory changes arising from a PAP, Qwest will implement changes no later than the date on which the applicable standard becomes effective (Highlighted text indicates impasse issue).

Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

#### 9.1.2 Industry Guideline Changes

For Industry Guideline changes, Qwest will use the national implementation timeline, if any. If no national implementation timeline is specified, Qwest will implement any related changes as soon as practicable, taking into account the benefit of the guideline change and CLEC input regarding the implementation timeline.

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Industry Guideline CRs will be ranked with all other CRs. If the recommended implementation date for a Industry Guideline CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release, unless Qwest and CLECs unanimously agree otherwise.

### 9.1.3 Regulatory and Industry Guideline Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory or Industry Guideline CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations, as part of the CR review and up to the packaging options, that may affect Qwest's ability to implement the CR in any particular Major Release. At the monthly CMP meeting where the Regulatory or Industry Guideline CR is presented, Qwest will advise CLECs of the possible scheduled releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory or Industry Guideline CR is not included in a prior release, it will be implemented in the latest release specified by Qwest.

## 9.2 Prioritization Process

### 9.2.1 Prioritization Review

At the last Monthly Systems CMP Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion for all CRs eligible[3] [define in terms #248] for prioritization in a major release. Qwest will distribute all materials five (5) calendar days prior to the prioritization review. The materials will include:

- Agenda
- Summary document of all CR candidates eligible for prioritization. (see Appendix A - Sample – IMA 10.0 Candidates for Prioritization List)

Both CLECs and Qwest should have appropriate subject matter experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

The Prioritization Review objectives are to:

- Introduce newly initiated CLEC and Qwest OSS Interface and test environment change requests.

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[3] *Eligible CR's are Qwest and CLEC initiated CR's as defined in Section X .* ***[AT&T Comment: this will change depending on how we resolve regulatory and industry guideline changes]***

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- Allow CLECs and Qwest to prioritize eligible OSS Interface or test environment change requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such change request.

### 9.2.2 Ranking

Within three (3) business days following the CMP Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking should be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one numbered ranking of the Release Candidate List. The ranking must be submitted by the primary Point of Contact (POC, the secondary POC, or CMP Team Representative. The ranking will be submitted to the Qwest Systems CMP Manager in accordance with the guidelines described in Section 9.1.3 below. Refer to Sample – IMA 11.0 Prioritization List
- Qwest and each CLEC ranks each change request on the Release Candidate List by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value should be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest Systems CMP Manager and the results will be distributed to the CLECs in accordance with the Prioritization Process described in Section 9.1.3below. Refer to Sample – IMA 11.0 Initial Prioritization Form.

### 9.2.3 Ranking Tabulation

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled CMP Monthly Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced. Qwest will place in order the candidates based on the ranking responses received by the deadline.

## 9.3 Special Change Request Process (SCRP)

In the event that a Systems CR is not ranked high enough in prioritization for inclusion in the next Release, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. The SCRP does not supercede the process defined in Section 3.0 (Change Request Initiation Process).

To invoke the SCRP, the CR originator must send an e-mail to the Qwest CMP SCRP mailbox (URL TBD). The subject line of the e-mail message must include:

- "SCRP REQUEST"

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- CR originator's company name
- CR number and title

The text of the e-mail message must include a description of the CR, CR originator's name, phone number, and e-mail address, and the circumstances which have necessitated the invocation of the SCRP.

Qwest will acknowledge receipt of the complete SCRP e-mail with a confirmation e-mail no later than two (2) business days following receipt of the SCRP e-mail. If the SCRP e-mail does not contain the required information, Qwest will notify the originator within two (2) business days following receipt of the SCRP e-mail requesting information not included in the original SCRP e-mail. When the SCRP e-mail is complete, the confirmation e-mail will include:

- Date and time of receipt of complete SCRP e-mail
- Date and time of confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail of the Qwest contact assigned to process the SCRP

Within ten (10) business days after the confirmation e-mail, Qwest will schedule and hold a meeting to work with the SCRP Originator to prepare the SCRP form.

[Additional input to consider] SCRP may be invoked prior to prioritization. Analysis on the cost would be done for a fee. CLEC may decide to invoke SCRP process up to 5 days after prioritization results are posted. If the estimate increases, Qwest will communicate the cost increase. If the CLEC chooses to cancel the request during the process, the CLEC will pay all costs incurred by Qwest up to that point.

This form shall be accompanied by the non-refundable Processing Fee specified in Attachment X. The form will request, and the originator will need to provide the following information as well as any additional information that may be helpful in describing and analyzing SCRP originator's request:

- [Information TBD]

As soon as feasible, but in any case within (x) business days after receipt of a completed SCRP form, Qwest will provide the SCRP originator with a SCRP quote. The SCRP quote will, at a minimum, include the following information:

- A description of the work to be performed
- Development costs
- Targeted release
- [Additional elements TBD]Qwest agrees with AT&T Comments

The SCRP originator has (x) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel its SCRP.

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Once development work has begun, if at any time the SCRP originator decides to cancel the SCRP, the SCRP originator will pay Qwest's reasonable development costs incurred in providing the requested functionality.

All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

The foregoing process applies to Qwest and CLEC originated CRs. In the event a Qwest CR is submitted through this process, Qwest agrees that it will not divert IT resources available to work on the systems CRs for the next Release to support Qwest's SCRP request. Like CLECs, Qwest will have to apply separate, additional resources to CR it seeks to implement through the SCRP.

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# Sample - IMA 11.0 Initial Prioritization List

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

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# Sample - IMA 11.0 Initial Prioritization Form

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

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# Sample - IMA 11.0 Initial Prioritization Form Instructions

| |
|---|
| Ranking should be conducted according to the following guidelines: |
| Each CLEC and Qwest may submit one numbered ranking of the Release Candidate List. |
| The ranking must be submitted by the primary Point of Contact (POC), the secondary POC, or CMP Team Representative. |
| The ranking will be submitted to the Qwest Systems CMP Manager no more than three (3) business days following Qwest's distribution of the Prioritization Form. |
| Qwest and each CLEC ranks each change request on the Release Candidate List by providing a point value from 1 through 38, where 38 is the total quantity of CRs. |
| The highest point value (i.e. "38") should be assigned to the CR that Qwest and CLECs wish to be implemented first. The next highest point value (i.e. "37") should be assigned to the CR that Qwest and the CLECs wish to be implemented second. The next highest point value (i.e. "36") should be assigned to the next most desired CR and so on. The lowest point value (i.e. "1") should be assigned to the least desired CR. |
| The total points will be calculated by the Qwest Systems CMP Manager and the results will be distributed to the CLECs via mailout to the Prioritization Form submitter within two (2) business days following the submission of the ranking. |

| | |
|---|---|
| Qwest Distributes Prioritization Form by 5 p.m. MST on: | 25-Feb-02 |
| Completed Prioritization Form Submitted to mjbuck@qwest.com by 5 p.m. MST on: | 28-Feb-02 |
| Qwest e-mails Initial Prioritization List to Prioritization Form submitter by 5 p.m. MST on: | 4-Mar-02 |

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## 10.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If CLEC is using an application-to-application interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the initial and final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each major release and updated for each point release that has changes that were disclosed but not implemented as part of the major release. Qwest will provide test files for batch/file interfaces (e.g. billing). The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)
- Interoperability Testing
- Controlled Production Testing

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides initial implementation testing [intended for those CLECs that are not currently in production or that want to test new ordering or pre-ordering transactions for which they have not been through testing – move to Terms], and migration testing (from one version to the next) for all types of OSS Interface change requests. Controlled Production Testing is also provided for Pre-Order and Order. Such testing provides the opportunity to test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

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## 10.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 5.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Firewall and Protocol Testing (required)
- Controlled Production (required)
- Production Turn-up (required)
- Test Schedule (required)

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development
- Progression Testing Phase

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

Provided a CLEC uses the same software components and similar connectivity configuration as it uses in production, the CLEC should, in general, experience response times similar to production. However, this environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering up to but not including the service order processor. Qwest intends to include the service order processor as part of the SATE component of the CTE by the end of 2002. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 11.0.

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# 11.0 PRODUCTION SUPPORT

## 11.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to Operations Support Systems (OSS). Qwest sends associated Notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS.
- Description of the scheduled OSS maintenance activity.
- Impact to the CLECs (e.g. geographic area, products affected, system implications, and business implications).
- Scheduled date and scheduled start and stop times.
- Work around, if applicable.
- Qwest contact for more information on the scheduled OSS maintenance activity.

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel within 2 days of the scheduling of the OSS maintenance activity.

## 11.2 Newly Deployed OSS Interface Release

Following the release production date of an OSS Interface change, Qwest will use production procedures for maintenance of software as outlined below. Problems encountered by the CLEC should be reported to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest, as set forth in Section 11.X. Problems reported will be known as IT Trouble Tickets. A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow CMP process for documenting the meeting (includes issues/action items and status/solution). Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly OSS CMP Meeting.

## 11.3 Request for a Production Support Change

The IT Help Desk supports Competitive Local Exchange Carriers who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper subject matter expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

Qwest will assign each CLEC-generated and Qwest-generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 11.X. Severity 1 and Severity 2 IT trouble tickets will be implemented immediately by means of an emergency release of process, software or

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documentation (known as a patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into consideration upcoming patches, major releases and point releases and any synergies that exist with work being done in the upcoming patches, major releases and point releases.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign a IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach consensus on resolution of the problem and closing the IT Trouble Ticket. If no consensus is reached, any party may use the Technical Escalation Process. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a patch. Qwest will provide a date for implementation of the patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.
- Date TBD – to be used when the IT Trouble Ticket is not scheduled to be resolved in a patch or change, but Qwest may resolve in a patch, release, or otherwise, if possible where synergies exist. This disposition is applied to Severity 3 and Severity 4 troubles.

Qwest will track "Date TBD" trouble tickets and report status and resolution of these trouble tickets and associated systems work on its CMP website. The status of these trouble tickets will be regularly discussed in CMP meetings.

For "Date TBD" trouble tickets, either Qwest or a CLEC may initiate the Change Request to correct the problem. (See Section 3.0 for CR Initiation.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the change request.

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## 11.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The IT Help Desk representative will communicate the ticket number to the CLEC at the time the CLEC reports the trouble.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the IT Help Desk recognizes that it is the same problem, a new ticket is not created. The IT Help Desk documents each subsequent call in the primary ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary ticket. When the problem is closed, the primary and all related tickets will be closed.

## 11.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC's business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, the CLEC may escalate using the Technical Escalation Process. (See section X)

### Severity 1: Critical Impact

- Critical.
- High visibility.
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.
- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

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**Examples:**

* Major network backbone outage without redundancy.
* Environmental problems causing multiple system failures.
* Large number of service or other work order commitments missed.
* A software defect in an edit which prevents any orders from being submitted.

**Severity 2: Serious Impact**

* Serious.
* Moderate visibility.
* Moderate to large number of CLECs, or orders affected.
* Potentially affects online commitment.
* Serious slow response times.
* Serious loss of functionality.
* Potentially affects production – potential miss of priority batch commitment.
* Moderate impact on revenue.
* Limited use of product or component.
* Component continues to fail. Intermittently down for short periods, but repetitive.
* Few or small files lost.
* Problems may have a possible bypass; the bypass must be acceptable to CLECs.
* Major access down, but a partial backup exists.

**Examples:**

* A single company, large number of orders impacted
* Frequent intermittent logoffs.
* Service and/or other work order commitments delayed or missed.

**Severity 3: Moderate Impact**

* Low to medium visibility.
* Low CLEC, or low order impact.
* Low impact on revenue.
* Limited use of product or component.
* Single CLEC device affected.
* Minimal loss of functionality.
* Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs.
* Automated workaround in place and known. Workaround must be acceptable to CLECs.

**Example:**

* Hardware errors, no impact yet.

**Severity 4: Minimal Impact**

* Low or no visibility.
* No direct impact on CLEC.
* Few functions impaired.

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- Problem can be bypassed. Bypass must be acceptable to CLECs.
- System resource low; no impact yet.
- Preventative maintenance request.

Examples:

- Misleading, unclear system messages causing confusion for users.
- Device or software regularly has to be reset, but continues to work.

### 11.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets:

- Ticket Notifications: for tickets that relate to only one reporting CLEC
- Event Notifications: for tickets that relate to more than one CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk as described in Process X. Event Notifications will include ticket status (e.g. open, no change, resolved) and as much of the following information as is known to Qwest at the time the notice is sent:
- Description of the problem
- Impact to the CLECs (e.g. geographic area, products affected, business implications)
- Estimated resolution date and time if known
- Resolution if known
- Severity level
- Trouble ticket number(s), date and time
- Work around if defined
- Qwest contact for more information on the problem
- System affected
- Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

### 11.7 Notification Intervals

Notification Intervals are based on the severity level of the ticket. "Notification Interval for any Change in Status" means that a notification will be sent out within the time specified from the time a change in status occurs. "Notification Interval for No Change in Status" means that a notification will be sent out on a recurring basis within the time specified from the last notification when no change in status has occurred, until resolution. "Notification Interval upon Resolution" means that a notification will be sent out within the time specified from the resolution of the problem.

Notification will be provided during the IT Help Desk normal hours of operation. Qwest will continue to work severity 1 problems outside of Help Desk hours of operation which are

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Monday-Friday 6:00 a.m. - 8:00 p.m. Mountain time and Saturday 7:00 a.m. - 3:00 p.m. Mountain time, and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk.

| Severity Level of Ticket | Notification interval for initial ticket | Notification Interval for any Change in Status | Notification Interval for No Change in Status | Notification Interval upon Resolution |
|---|---|---|---|---|
| Severity Level 1 | Immediate acceptance | Within 1 hour | 1 hour | Within 1 hour |
| Severity Level 2 | Immediate acceptance | Within 1 hour | 1 hour | Within 1 hour |
| Severity Level 3 | Immediate acceptance | Within 4 hours | 48 hours | Within 4 hours |
| Severity Level 4 | Immediate acceptance | Within 8 hours | 48 hours | Within 8 hours |

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## 12.0 TRAINING

*All changes to existing interfaces, as well as the introduction of new interfaces, will be incorporated into CLEC training.*

*Qwest may conduct CLEC workshops. CLEC workshops are organized and facilitated by Qwest and can serve any one of the following purposes:*

- *Educate CLECs on a particular process or business function*
- *Collect feedback from CLECs on a particular process or business function*
- *Provide a forum for Qwest or CLECs to lobby for the implementation of a particular process or business function*

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# 13.0 ESCALATION PROCESS FROM SEPTEMBER 20, 2001 REDESIGN SESSION

## 13.1 Guidelines

- The escalation process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of the CMP.
- The expectation is that escalation should occur only after change management procedures have occurred per the CMP.

## 13.2 Cycle

Item must be formally escalated as an e-mail sent to the Qwest CMP escalation e-mail address, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. iate provider escalation level.

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

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- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation must submit an e-mail notification to the escalation URL within one (1) business day of the mail out. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION"
- Qwest will respond with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
  - For escalated CRs, seven (7) calendar days of sending the acknowledgment e-mail,.
  - For all other escalations, fourteen (14) calendar days of sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to the CMP.

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## 14.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before the CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below. Item must be formally noticed as an e-mail sent to the Qwest CMP Dispute Resolution e-mail address, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Subject line of the e-mail must include:

- CLEC Company name
- "Dispute Resolution"
- Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs.

This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time.

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## DEFINITION OF TERMS

| Term | Definition |
|---|---|
| CLEC | Party originating a request (LSR) |
| INTERFACE | A mechanism to communicate between CLEC/provider or trading partners (e.g., paper, GUI, gateway)<br>* A new interface is Qwest's introduction of paper, GUI, gateway, etc., to all CLECs for the first time.<br>* A change to an interface may include:<br>  * Paper to GUI<br>  * Changes of EDI to CORBA |
| ISSUE | The specific OBF LSOG Issue (e.g., Local Services Ordering Guidelines (LSOG) document, Issue 5, August 2000) |
| PROVIDER | Party receiving request (LSR) |
| RELEASE | Implementation of version (Type 3 change) using a particular interface. A release may include enhancements or customization (Type 1,2,4 or 5 change) to an LSOG version by a provider as well as CLEC/provider business requirements. |
| VERSION | The supported OBF LSOG Issue (e.g., Local Services Ordering Guidelines (LSOG) document, Issue 5, August 2000)<br>(Type 3 change) |

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# GLOSSARY OF TERMS

| | |
|---|---|
| ANSI | *American National Standards Institute* |
| ATIS | *Alliance for Telecommunications Industry Solutions* |
| CMP | *Change Management Process* |
| ECIC | *Electronic Communications Implementation Committee* |
| EDI | *Electronic Data Interchange* |
| FCC | *Federal Communications Commission* |
| GUI | *Graphical User Interface* |
| ITU | *International Telecommunications Union* |
| LOI | *Letter of Intent* |
| LSR | *Local Service Request* |
| NRIC | *Network Reliability and Interoperability Council* |
| OBF | *Ordering and Billing Forum* |
| OIS | *Outstanding Issue Solution* |
| OSS | *Operational Support Systems* |
| POC | *Point Of Contact* |
| RN | *Release Notification* |
| TCIF | *Telecommunications Industry Forum* |

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## [illegible] A: CHANGE REQUEST FORM AND CHECKLIST

### 1. Appendix A-1: Change Request Form

[illegible]

(1) [illegible] # _____ (2) Date Change Request Submitted ___/___/___

(3) ☐ TYPE 1 (EMERGENCY) (4) ☐ TYPE 2 (REGULATORY) (5) ☐ TYPE 3 (INDUSTRY)
- [illegible]
- [illegible]
- [illegible]

(6) ☐ TYPE 4 (PROVIDER) (7) ☐ TYPE 5 (CLEC)

(8) [illegible] _____

(9) [illegible] _____ (6) Phone _____

(10) [illegible] _____ (8) Fax _____

(9) [illegible] _____ (10) Alt Phone # _____

(10) [illegible] _____

(11) [illegible] ☐ Add New Functionality ☐ Change Existing

(12) [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

(13) [illegible] of requested change including purpose and benefit received from this change. (Use [illegible] if necessary.)

_____
_____
_____
_____

(14) [illegible]

_____
_____

* Throughout this document, OSS interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support at least the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users.
* Throughout this document, the terms "includes" and "including" mean "including, but not limited to."

*[illegible] Documents included (or Internet / Standards [illegible])*

[illegible] Interfaces are defined as existing or new gateways (including [illegible] interfaces and Graphical User Interfaces), connectivity and system functions [illegible] pre-order, order, provisioning, maintenance and repair, and billing capabilities [illegible] CLECs to their end users.

[illegible] the terms "includes" and "including" mean "including, but [illegible]."

*This Section to be completed by Provider ONLY.*

*(17) Change Request Log #*_____ *(18) Clarification* ☐ *Yes* ☐ *No*

*(19) Clarification Request Sent* ___/___/___ *(20) Clarification Response Due* ___/___/___

*(21) Status* _____

*(22) Change Request Review Date* __/__/__ *(23) Target Implementation Date* ___/___/___

*(24) Last Modified By* _____ *(25) Date Modified* ___/___/___

***(26) Change Request Activity***

***(27) Rejected Change Request***

- ☐ *Cost/benefits*
- ☐ *Resource commitments*
- ☐ *Industry or regulatory direction*
- ☐ *Provider direction*
- ☐ *Other*

*(28) Cancellation Acknowledgment CLEC* _____ *Provider*_____ *Date* ___/___/___

*(29)* ***Request Escalation*** ☐ *Yes* ☐ *No*

***(30) Escalation Considerations***

***(31) Agreed Release Date*** ___/___/___

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*This section to be completed by Provider – Internal Validation of Defect Change Request.*

*(32) Defect Validation Results:*

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## APPENDIX A-2: CHANGE REQUEST FORM CHECKLIST

*All fields will be validated before Change Request is returned for clarification.*

| Field | Checklist | Description | Instructions | Action Required |
|---|---|---|---|---|
| 1 | Optional | Optional field for the initiator to use for internal tracking. The request may be generated prior to submission into Qwest's change control process. | No action | |
| 2 | Mandatory | Date Change Request sent to Provider. | Return to Sender | Date entry required |
| 3 | Mandatory | Indicate type of Change Request: CLEC or Provider initiated Industry Standard or Regulatory. | Return to Sender | Company designation required |
| 4 | Mandatory | Enter company name for the Change Request. | Return to Sender | Company name required |
| 5 | Mandatory | Enter originating company's Change Control Initiator's name. | Return to Sender | Initiator's name required |
| 6 | Mandatory | Enter originating company's Change Control Initiator's phone number. | Return to Sender | Initiator's phone number required |
| 7 | Mandatory | Enter originating company's Change Control Initiator's Email address. | Return to Sender | Initiator's Email address required |
| 8 | Mandatory | Enter originating company's Change Control Initiator's fax number. | Return to Sender | Initiator's fax number required |
| 9 | Mandatory | Enter originating company's alternate contact name. | Return to Sender | Alternate contact name required |
| 10 | Mandatory | Enter originating company's alternate contact phone number. | Return to Sender | Alternate contact number required |
| 11 | Mandatory | For the purpose of referencing the Change Request, assign a short, but descriptive name. | Return to Sender | Title required – maximum length 40 characters. |
| 12 | Mandatory | Identify request category for the Change Request. | Return to Sender | Category required |
| 13 | Mandatory | Identify originating company assessment of impact | Return to Sender | Entry required |
| 14 | Mandatory | Describe the proposed Change Request, indicating the purpose and benefit of request. If additional space is needed, use additional sheet. | Return to Sender | Description of Change Request required |
| 15 | Mandatory | Indicate any known dependencies relative to the Change Request. If none are known, enter "None known". | Return to Sender | Entry required |

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| Field | Checklist | Description | Instructions | Action Required |
|---|---|---|---|---|
| 16 | Mandatory | Indicate whether additional information accompanies/supports the proposed Change Request If yes, list all documents attached or reference where they can be found, including internet address and standards reference, if applicable. | Return to Sender | Supporting documentation must accompany request |
| 17 | Mandatory Provider | A Change Request Log Number generated by the "Change Request Logging system" upon receipt of the Change Request. The number should be sent back to the initiator on the acknowledgment receipt. This # will be used to track the Change Request. | Return to Sender | Log number – system generated |
| 18 | ConditionalProvider | Indicates whether clarification is needed on the Change Request. | Return to Sender | |
| 19 | ConditionalProvider | Date clarification request sent to Initiator. | | |
| 20 | ConditionalProvider | Date clarification due back from Initiator. | Return to Sender | |
| 21 | Mandatory Provider | Indicate status of proposed Change Request (i.e., clarification, validation, pending, etc) | | |
| 22 | Mandatory Provider | Assign date when Change Request will appear on agenda. | Return to Sender | |
| 23 | Mandatory Provider | A soft date for implementation. Updated based on Candidate Release Package info. | | |
| 24 | Mandatory Provider | Field that communicates who last updated the request. | | |
| 25 | Mandatory Provider | Field that communicates when the last update occurred. | | |
| 26 | Mandatory Provider | Change Request results captured from the Change Review meeting. | | |
| 27 | Conditional Provider | Cancelled Change Request reasoning. | Return to Sender | |
| 28 | Conditional Provider | Concurrence with Change Request originating company. Show date of concurrence. | Return to Sender | |
| 29 | Conditional Provider | Change Request Escalation indication. | | |
| 30 | Conditional Provider | Detailed description of the escalation considerations. | | |
| 31 | Mandatory Provider | Indicate agreed release date from Project Release Plan. | | |

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# CONTINUATION

# [3]

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| Field | Checklist | Description | Instructions | Action Required |
|---|---|---|---|---|
| 37 | Mandatory Provider | Results of Internal Defect Validation | | |

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## *APPENDIX B: CHANGE REQUEST PRIORITIZATION FORM*

| Item # | Change Request # | Description of Change Request | CLEC Rankings | Comments |
|---|---|---|---|---|
| | | *Title:*<br><br>*Description:*<br><br>*Process:*<br>*System:*<br>*Primary Area:*<br>*LSOG Version:*<br><br>*Initiator/Date:* | *Overall =*<br><br>*Cust #1 =*<br>*Cust #2 =*<br>*Cust #3 =*<br>*Cust #4 =*<br>*Cust #5 =*<br>*Cust #6 =* | |
| | | *Title:*<br><br>*Description:*<br><br>*Process:*<br>*System:*<br>*Primary Area:*<br>*LSOG Version:*<br><br>*Initiator/Date:* | *Overall =*<br><br>*Cust #1 =*<br>*Cust #2 =*<br>*Cust #3 =*<br>*Cust #4 =*<br>*Cust #5 =*<br>*Cust #6 =* | |
| | | *Title:*<br><br>*Description:*<br><br>*Process:*<br>*System:*<br>*Primary Area:*<br>*LSOG Version:*<br><br>*Initiator/Date:* | *Overall =*<br><br>*Cust #1 =*<br>*Cust #2 =*<br>*Cust #3 =*<br>*Cust #4 =*<br>*Cust #5 =*<br>*Cust #6 =* | |

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

[4] Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

## *APPENDIX C: CMP PRIORITIZATION PROCESS EXAMPLE*

***Example:*** *Change Request E2 is prioritized highest. Since E3 and E5 are tied, they will be re-ranked and prioritized according to the re-ranking.*

| Pre-order | CLEC #1 | CLEC #2 | CLEC #3 | TOTAL | Average |
|---|---|---|---|---|---|
| E1 | 5 | 5 | 5 | 15 | 5 |
| E2 | 1 | 2 | 1 | 4 | 1 |
| E3 | 3 | 1 | 5 | 9 | 3 |
| E4 | 5 | 3 | 4 | 12 | 4 |
| E5 | 2 | 5 | 2 | 9 | 3 |
| E6 | 4 | 4 | 3 | 11 | 4 |

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

[ii] Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

**Change Management Process (CMP) Improvements – 11-26-01**
Revised 2-15-02

| Improvement | Implementation Date(s) |
|---|---|
| Standard Naming Convention | August 2001 |
| Web Site Improvements<br>- Design | October 2001 |
| Customer Notification Letter Archive – Searchable website database | January 2002 |
| CMP Process Improvements<br>- CR Clarification Meetings<br>- Meeting Distribution Package<br>- Meeting Minutes<br>- CR Tracking and Reporting Database<br>- CR Project Management | August – November 2001 |
| Escalation and Dispute Resolution Process Redesign Improvements<br>- Process<br>- Web Site | November 2001 |
| Interim Exception Process | September 2001 |
| OSS Interface 12 Month Development View | November 2001 |
| CLEC/Qwest Initiated OSS Interface CR Process Redesign Improvements<br>- Process<br>- Form | October – November 2001 |
| CLEC Initiated Product and Process CR Process Redesign Improvements<br>- Process<br>- Form | October – November 2001 |
| PCAT Red-Line | Started November 2001 |
| Tech-Pub Red-Line | Started October 2001 |
| Point of Contact List | October 2001 |
| Established CMP Full Day Meetings | October 2001 |
| Prioritization of Qwest Originated OSS Interface CRs | August – November 2001<br>Language scheduled to be completed in Redesign in Feb 2002 |
| Introduction of New OSS Interface | Ready when applicable |
| Web Tool to Support CLEC Comments | November 2001 |
| Retirement of OSS Interface | Ready when applicable |
| Changes to an Existing OSS Application to Application Interface<br>- Draft Technical Specifications Walkthrough<br>- CLEC Comment Cycle<br>- Final Technical Specifications<br>- CLEC Testing | Effective with IMA 10.0 Release |
| Changes to an Existing GUI<br>- Draft User Guide<br>- CLEC Comment Cycle<br>- Final User Guide | Effective with IMA 10.0 Release |
| OSS IMA EDI Versioning | In Effect |
| Interface Testing Environment<br>- SATE | SATE Available with IMA 9.0<br>Master Redline language agreed to Feb 5-7 Redesign |
| Production Support | Implemented February 2002 |
| Technical Escalation Process | Process agreed to in Redesign Feb 5-7 |

## 3.4 QWEST INITIATED PRODUCT/PROCESS CHANGE PROCESS

*[March 19, 2002, CMP Redesign: Following is a process Qwest will implement as Qwest and CLECs further evaluate and modify it. Further action will be taken by the CMP Redesign team as follows. CLECs and Qwest will review product/process notices issued over the last few months in order to make the list of categories in each "Level" more exhaustive. This initial effort should be completed by April 16, 2002. After this review, CLECs and Qwest will baseline this process, add it to the Interim draft master redline document and implement it as modified.]*

The following defines four levels of Qwest-initiated product/process changes and the process by which Qwest will initiate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing websites (e.g. ICONN and Network Disclosures) or individual interconnection agreements. The lists provided below are exhaustive/ finite, but may be modified by agreement of the parties[Discuss how the levels will be modified long term]. Qwest will utilize these lists when determining the disposition (e.g. level 1–4) to which new changes should be categorized. The changes that go through these processes are not changes to systems.

### 3.4.1 Level 1 changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or are time critical corrections. Time critical changes may alter CLEC operating procedures, but only if such changes have first been implemented through the appropriate procedure under CMP for such changes. Level 1 changes are effective immediately upon notice. In the event the CLEC believes that its operating procedures are altered by the change, the CLEC will immediately notify the Qwest CMP manager by e-mail. Qwest will promptly respond to the CLEC and work to resolve the issue.

Level 1 change categories are:

- Verbiage clarifications/wordsmithing
- Providing additional information such as:
  - Additional information regarding existing products (e.g. Premium Listing)
  - Documentation concerning existing processes not previously documented (e.g. inside wiring)
  - New feature downloadable within a PCAT for existing feature not previously documented
- Corrections that do not change the initial purpose of a document
- Corrections to synch up documentation with systems capabilities
- Modifications to frequently asked questions
- Re-notifications issued within 6 months after initial notification (notice will include reference to date of initial notification)
- Training schedule changes (note: training schedules are posted quarterly, if a class is cancelled, notification is provided 2 weeks in advance. If a class is added, it is posted as soon as possible)
- Typo corrections, grammar corrections, product branding changes
- Update Invalid Contact Information

- Update Contacts lists when contact no longer work for Qwest (e.g. Escalation Contacts List)
- Contact information updates from organizational changes

- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

#### 3.4.1.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition (e.g. level 1), description of change, changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager immediately if the change alters the CLECs operating procedures and requires Qwest's assistance to resolve. In addition, Qwest will provide the following for PCAT and NonFCC Technical Publication ("Tech Pub") changes:

- A web notification form that includes an exact cut and paste of the changes highlighted in green (PCAT) or redlined (Technical Publications). If necessary, additional text above and below the changes will be provided for context.
- A history log that tracks the changes

Note: For typo corrections, grammar corrections, and product branding changes to PCATs and NonFCC Tech Pubs notifications, web change forms will not be provided. The changes will be documented in the history log for the document to which the changes were made.

### 3.4.2 Level 2 changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notice of Level 2 changes at least 21 calendar days prior to implementation.

Level 2 change categories are:

- Email address changes
- TN changes
- FAX TN changes
- Changes to existing Web content
  - Remove data stored under archive links after certain time period
  - Eliminate a re-direct link
  - Add new functionality (e.g. CNLA)
- Re-notifications issued 6 months or more after the initial notification (notice will include reference to date of initial notification)
- Updates (e.g. CLEC Questionnaire)

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

#### 3.4.2.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notice to CLECs. Level 2 notifications will state the disposition (e.g. level 2), description of change, proposed implementation date,

and CLEC/Qwest comment cycle timeframes. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (http://www.qwest.com/wholesale/cmp/review.html), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or NonFCC Tech Pubs, a comments link will be provided within the notification for comments.

Qwest must provide initial notice of Level 2 changes at least 21 calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have 7 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 7 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date.
- Qwest will implement no sooner than 21 calendar days from the initial notification.

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

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

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

### 3.4.3 Level 3 changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation.

Level 3 change categories are:

- Changes to whether fields are required
  - Use of manual handling field during manual process
- NC/NCI code changes
- Product enhancements (excluding resale) that do not drive new processes
- Customer-facing Center hour changes
- New manual process
  - Feature verification for large CSRs
  - Working TNs for Resale Centrex

- Modify/change existing manual process
  - Change manual reject reasons
  - Modify manual jeopardy form
- Change CLEC facing process to improve process gaps
  - Service/Account Manager identifies a gap in process based on a CLEC ADHOC inquiry

### 3.4.3.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notice to CLECs. Level 3 notifications will state the disposition (e.g. level 3), description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. For Level 3 notifications that Qwest believes represent a new change category under Level 1 or Level 2, Qwest should propose such new change category in the notice and CLECs and Qwest will discuss the proposal in the next monthly Product & Process CMP meeting. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (http://www.qwest.com/wholesale/cmp/review.html), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have 15 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 15 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g. requested change requires significant research, information is required from national standards body or industry (e.g. Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g. Tech Pubs, PCATs) at least 15 calendar days prior to implementation.
- Qwest will implement no sooner than 15 calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be 31 days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be 45 calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition of Level. If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g. business need, financial impact).

- Request to change disposition to a Level 1 or Level 2 doesn't have to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and NonFCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition Level of noticed changes, or to establish new change categories under Levels 1 – 4, at the next monthly Product & Process CMP meeting. In the event that the parties are not able to reach consensus on any such request, CLECs and Qwest will take a vote of the parties in attendance at the meeting. The result will be determined by the majority. If the disposition Level of a change is modified, from the date of the modification forward such change will proceed under the modified Level. When a change to the disposition Level of a particular notice also suggests that a new category of change be established under one of the Levels, a separate vote shall be taken for each.

For a request for postponement, Qwest will follow the procedures as outlined in Section 4 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

### 3.4.4 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be initiated using the CMP CR process and provide CLEC an opportunity to have input into the development of the change prior to implementation.

Level 4 change categories are:

- New products, features, services (excluding resale)
- Interval changes
  - Increase FOC to 72 hours
  - Changes to Standard Interval Guide (SIG)
  - Change a wire center's status of MSA/ nonMSA or Zone 1 or 2 distinction resulting in a change to the M&R and Provisioning interval
- Change to a pre-order step
  - Need to populate appointment scheduler
  - Check facility availability
- New processes related to product enhancements
  - Add Shared Distribution Loop as an additional sub-loop element
  - Extension tech on UBL
  - New features with new processes
- New PCAT for new processes

### 3.4.4.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than 14 calendar days prior to the CMP Product and Process Monthly Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager.
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement,

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR subject matter expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Assigned CRPM
  - Assigned CR number
  - Designated Qwest SME(s) and associated director(s)

Qwest will present the Change Request at the monthly Product and Process CMP meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition (e.g., level 4) of the Change (see below). If during the CMP meeting CLECs agree to change the disposition, than the type of change being made will be added to the list for the disposition to which it is changed.
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain consensus for input approach.
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the monthly CMP meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 1, 2 or 3 change, and the change will follow the process set forth above for Level 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.

- After completion of the input cycle, as defined during the CMP meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.
- For Level 4 changes, when the solution is designed and all documentation is available for review, a notice of the planned change is provided to the CLECs. This notice will be provided at least 31 calendar days prior to implementation. The notice will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be available for review in the document review site (red-line for Tech Pubs and Red-line for Tech Pubs) with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or NonFCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have 15 calendar days following notification of the planned change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 15 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g. requested change requires significant research, information is required from national standards body or industry (e.g. Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g. Tech Pubs, PCATs) at least 15 calendar days prior to implementation.
- Qwest will implement no sooner than 15 calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be 31 days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be 45 calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for stay or delay implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and NonFCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request to stay or delay, Qwest will follow the procedures as outlined in Section 4 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

# CONTINUATION

# [4]

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BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET-TC 01-165 |

# QWEST CORPORATION'S

# AFFIDAVIT

# OF

# BARBARA BROHL

# CHECKLIST ITEM 4: PRE-ORDER LOOP QUALIFICATION

# APRIL 19, 2002



I. IDENTIFICATION OF AFFIDAVIT ..... 1

II. PURPOSE OF AFFIDAVIT ..... 2

III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED ..... 2

## I. IDENTIFICATION OF AFFIDAVIT

Barbara Brohl states as follows:

My name is Barbara Brohl. I am employed by Qwest Information Technologies, Inc. as a Director – Legal Issues in the Information Technologies (IT) Wholesale Systems Organization. My business address is 930 15th Street, 10th Floor, Denver, Colorado.

Currently, my responsibilities include identifying and managing regulatory issues surrounding Operations Support Systems, as a result of the Telecommunications Act of 1996, FCC orders, state commission decisions, and other legal and regulatory matters. I have testified before federal and state regulatory bodies in arbitration cases, rulemakings and complaint proceedings concerning conformance with state and federal telecommunications laws and regulations. Prior to my current position, I managed the Information Technologies department's compliance with the restrictions of the Modification of Final Judgment and the requirements of Open Network Architecture. During that time, I became certified by the Institute for Certification of Computing Professionals (ICCP) as a Certified Computing Professional (CCP), and then received a Bachelor of Science degree in Business/ Computer Science from Regis University in 1991. In 1995, I received a Juris Doctorate degree from the University of Denver, School of Law. I then left U S WEST, now Qwest, for approximately two years to work as a judicial law clerk for the Colorado Supreme Court. Since my return, my work has focused on providing regulatory support to the Wholesale Markets organization.

## II. PURPOSE OF AFFIDAVIT

The purpose of this affidavit is to inform the South Dakota Public Utilities Commission and the parties in this docket that for the hearing beginning on April 22, 2002, I will be adopting portions of the affidavits of Jean M. Liston.

## III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED

I have read Jean Liston's Direct and Rebuttal affidavits. I am adopting the portions of each affidavit that address pre-order loop qualification. Based on my professional experience, personal knowledge, and information available to me in the normal course of my duties, I will be prepared to present Qwest's compliance with the portion of Checklist Item 4 covering pre-order loop qualification. I will be prepared to receive any cross-examination appropriate to pre-order loop qualification.

Specifically, I adopt the following portions of "QWEST CORPORATION'S AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 – UNBUNLDED LOOPS, LINE SPLITTING AND NIDS" dated October 24, 2001:

Section I. "Executive Summary" as it relates to pre-order loop qualification;

Section II.B.1.a. "Pre-Order xDSL Qualification Tools," beginning on page 14, line 11 and ending on page 17, line 22;

Exhibit JML-LOOP-2; and

Exhibit JML-LOOP-3.

I have reviewed and specifically adopt the following portions of "QWEST CORPORATION'S REBUTTAL AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 – UNBUNLDED LOOPS, LINE SPLITTING AND NIDS" dated April 2, 2002:

1. Section I. "Executive Summary" as it relates to pre-order loop qualification;
2. Section III.h. "Access to Unbundled Loops: Pre-Order Mechanized Loop Testing" beginning on page 18, line 4, and ending on page 22, line 12;
3. Section III.i. "Access to Unbundled Loops: Access to Loop Facilities Assignment Control System (LFACS)," beginning on page 22, line 14, and ending page 40, line 10;
4. Exhibit JML-LOOP-2;
5. Exhibit JML-LOOP-3; and
6. Exhibit JML-LOOP-4.

This concludes my Affidavit.

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA**

| | | |
|---|---|---|
| **In the Matter of the Investigation into Qwest Corporation's Compliance with Section 271(c) of the Telecommunications Act of 1996** | ) | **Docket No. TC01-165** |

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 19th day of April, 2002.

STATE OF COLORADO )
)ss.
CITY & COUNTY OF DENVER )

Subscribed and sworn before me this 19th day of April, 2002.

Notary Public

PAMELA L. LANING
Notary Public
State of Colorado
My Commission Expires
06-29-2002

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET TC 01- |

# QWEST CORPORATION'S

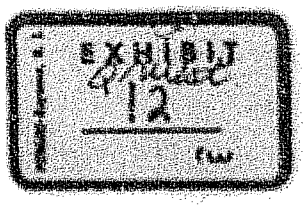
# AFFIDAVIT

# OF

# JEAN M. LISTON

## CHECKLIST ITEM 4 – UNBUNDLED LOOPS, NIDs, and LINE SPLITTING

October 24, 2001



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# AFFIDAVIT

# OF

# JEAN M. LISTON

## Checklist Item 4 – Unbundled Loops, NIDs, and Line Splitting

Jean M. Liston states as follows:

My name is Jean M. Liston. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I submit this affidavit in support of Qwest's application for authority to provide interLATA services originating in South Dakota. Specifically, this affidavit demonstrates Qwest's compliance with Checklist Item 4, unbundled loops, of the Telecommunications Act of 1996 ("1996 Act" or "Act").[1] This affidavit also addresses Qwest's compliance with the Act and FCC rules regarding provision of Network Interface Devices ("NIDs") and line splitting.

I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records kept by Qwest in the regular course of business.[2]

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1 47 U.S.C. § 271(c)(2)(B)(iv).

2 Professional experience, education and other biographical information are set forth in Exhibit JML-LOOP-1.

## I. EXECUTIVE SUMMARY

Qwest complies with the Federal Communications Commission's ("FCC") requirements regarding access to unbundled loops. Unbundled loops, including analog/voice grade loops, high capacity loops, Digital Subscriber Line ("xDSL") loops, loop conditioning, line and loop splitting, are now available to competitive local exchange carriers ("CLECs") under Qwest's Statement of Generally Available Terms ("SGAT") as well as through individually negotiated interconnection agreements. The SGAT is Qwest's standard wholesale contract offer, which provides competitors with the rates, terms and conditions that Qwest commits to provide in the provisioning of unbundled network elements, including unbundled loops, line splitting and NIDs. The SGAT also delineates methods and procedures for handling spectrum management issues.

Qwest currently provides unbundled loops to CLECs in South Dakota in a timely and nondiscriminatory manner. As I describe more fully below, Qwest has processes in place to make unbundled loops available to CLECs upon request and has performance indicator definitions ("PIDs") in place allowing CLECs and state commissions to assess Qwest's unbundled loop service performance. These indicators and their measurements were established in a collaborative process involving the Regional Oversight Committee("ROC"), with the participation of state commission staffs, CLECs, and Qwest.

This affidavit identifies the specific unbundled loops that Qwest provides, and it explains how Qwest provisions loops, what responsibilities the CLECs have in ordering

loops, and the installation and repair performance standards applicable to Qwest's various unbundled loop offerings. The affidavit also describes Qwest's success in satisfying applicable performance standards.

Qwest has engaged in workshops in Arizona, Colorado, Oregon, Washington, and in a multi-state 271 proceeding involving state commissions in Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and Wyoming. These proceedings were collaborative processes, conducted on an open basis with the full, active, and equal participation by CLECs and state commission staffs. A significant portion of this process involved responding to concerns raised by CLECs regarding Qwest's obligation to provide access to unbundled loops and the associated SGAT language. Throughout the process, Qwest attempted to obtain consensus SGAT language. When this was not possible, the parties presented legal briefs on their disputes and the workshop Facilitator, Administrative Law Judge, or the Commission staff presented recommendations to the state commission. For example, seven states (Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and Wyoming) developed a collaborative process including joint workshop sessions overseen by a Facilitator, Mr. John Antonuk ("the Multi-State Facilitator"). During the workshop process, Qwest agreed to changes in its SGAT and processes to address CLEC concerns. For those issues upon which the parties could not agree, the Multi-State Facilitator considered the legal and factual

positions of the parties and issued recommendations to the seven state commissions.[3] Qwest's South Dakota SGAT reflects the workshop agreements and incorporates the recommendations of the Multi-State Facilitator regarding Checklist Item 4.

As of August 31, 2001, Qwest had provided six South Dakota CLECs with 1,392 unbundled loops in South Dakota. Specifically, Qwest was providing 1,351 voice grade/analog loops, 26 xDSL capable loops, and 15 high-capacity loops in South Dakota. Throughout its 14-state territory Qwest has 264,802 unbundled loops in service as of the end of August. Of this total, 206,655 are voice grade/analog loops and 58,147 are digital capable loops.

For these reasons and those set forth below, the Commission should find that Qwest satisfies the requirements of Checklist Item 4.

## II. QWEST COMPLIES WITH THE FCC'S UNBUNDLED LOOP REQUIREMENTS.

Qwest satisfies the criterion in 47 U.S.C. § 271(c)(2)(B)(iv) of the 1996 Act. Section 271(c)(2)(B)(iv) requires Bell operating companies ("BOCs"), such as Qwest, wishing to offer in-region interLATA service to provide "local loop transmission from the central office to the customer's premises, unbundled from local switching or other services." In the UNE Remand Order, the FCC defined the local loop as:

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[3] Multi-State Unbundled Network Element Report (Multi-State Workshop, Aug. 20, 2001) ("Multi-State UNE Report").[4] Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd at 3696, ¶¶ 166-79 (rel. Nov. 5, 1999) ("UNE Remand Order"); *see also* 47 C.F.R. § 51.319(a)(1).

> a transmission facility between a distribution frame (or its equivalent) in the incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes . . . dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning.[4]

Pursuant to Section 9.2 of its SGAT, Qwest has a concrete and specific legal obligation to provide CLECs with access to unbundled loops capable of transmitting analog voice service, digital subscriber line service (xDSL), and high-capacity services. For example, Qwest's SGAT, as well as interconnection agreements with individual carriers, obligate Qwest to provide CLECs unbundled loops, such as 2 and 4-wire analog loops, 2 and 4-wire non-loaded loops that have been conditioned to transmit digital signals, xDSL-I loops, ISDN-capable loops, and DS-1, DS-3, fiber, and OCn high capacity loops.[5] The SGAT also sets forth terms and conditions for conditioning of loops, access to loops provisioned using Integrated Digital Loop Carrier ("IDLC"), and access to loop make-up information.

Moreover, Qwest is obligated to provide such loops to CLECs in a nondiscriminatory manner and to provide loops of substantially the same quality as the loop that Qwest uses to provide service to its own end users.[6] For those loops with retail analogues, Qwest commits to provide the loops in substantially the same time and

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[5] *Id.*

[6] *See* SGAT § 9.2.2.1.

manner as Qwest provides such loops to itself. For those loops for which the ROC has established performance benchmarks, Qwest commits to provide such loops in accordance with the PIDs established in the ROC and the installation intervals set forth in Exhibit C to the SGAT.

**A. Qwest Offers All Required Categories of Unbundled Loops.**

Qwest allows CLECs to select from the complete range of unbundled loops. Specifically, Qwest offers (1) 2-wire and 4-wire voice-grade/analog loops; (2) four types of high-capacity loops; and (3) four types of loops that generally can be grouped together in the category of "xDSL capable" loops.[7]

**1. Voice-Grade/Analog Loops**

*Basic 2-Wire/4-Wire Analog Loop.* The basic 2-wire/4-wire analog loop is available as a 2-wire or 4-wire voice grade, point-to-point configuration suitable for local exchange type services. This service is a transmission path that provides a connection from the Qwest serving Central Office Distribution Frame or equivalent to the demarcation point at the end user's location. The actual loop facilities may utilize various technologies or combinations of technologies.[8] The analog loop can be purchased in conjunction with number portability.

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[7] *See* SGAT §§ 9.2.2.2-9.2.2.3, 9.2.6.1. The SGAT also provides for access to OCn loops. Qwest recently established prices for OCn loops, and the South Dakota rates are included in Exhibit A to the SGAT. The installation interval for these loops is determined on an Individual Case Basis ("ICB"). *Id.* § 9.2.2.3.1.

[8] SGAT § 9.2.2.2.

## 2. High Capacity Loops

Qwest offers four types of high-capacity loops under general terms and conditions in the SGAT: (1) DS-1 capable loops, (2) DS-3 capable loops, (3) OCn loops, and (4) dark fiber loops.[9]

*DS-1 Capable Loop*. The DS-1 capable loop is a transmission path between the Qwest Serving Central Office Distribution Frame, or equivalent, and the demarcation point at the end user location. The DS-1 capable loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbps and will meet the design requirements specified in standard industry technical publications.[10]

*DS-3 Capable Loop*. The DS-3 capable loop is a transmission path between a Qwest serving Central Office Distribution Frame, or equivalent, and a demarcation point at an end user location. The DS-3 capable loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbps that meets the design requirements specified in standard industry technical publications.[11] Availability of the DS-3 capable loop is limited to those routes where DS-3 facilities have already been deployed.

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[9] SGAT § 9.2.1.

[10] SGAT § 9.2.2.6.1.

[11] SGAT § 9.2.2.6.2.

For DS-1 or DS-3 capable loop, Qwest will provide the necessary electronics at both ends including any intermediate repeaters. In addition, the CLEC will have access to these terminations for testing purposes.[12]

*OCn Capable Loops*. Qwest also stands ready to provide access to higher capacity loops, including but not limited to OC3, OC12, OC48, and OC192 loops.[13] To date, no CLEC in the Qwest 14-state region, including South Dakota, has requested loops at OCn or any other capacity higher than DS-3.

*Dark Fiber Loops*. Qwest also offers unbundled dark fiber loops on an individual case basis ("ICB"), where facilities are available.[14] Dark fiber issues are discussed in greater detail in the affidavit of Ms. Karen Stewart on Emerging Services.

**3. xDSL Capable Loops**

**a. Categories of xDSL Capable Loops**

Qwest offers four categories of loops that can be classified as "xDSL capable" loops: (1) 2-wire and 4-wire "non-loaded" loops; (2) Basic Rate ISDN ("BRI") capable loops; (3) asymmetrical digital subscriber line ("ADSL") compatible loops; and (4) xDSL-l capable loops.

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[12] SGAT § 9.2.2.6.

[13] SGAT § 9.2.2.3.1.

[14] SGAT § 9.2.2.3.1.

*2-Wire/4-Wire Non-Loaded Loop.* The 2-wire/4-wire non-loaded loop is a metallic facility that provides a transmission path from the Qwest serving Central Office Distribution Frame, or equivalent, to the end user's demarcation point. It is a metallic, wire cable pair with no load coils, and, depending on the Network Channel and Network Channel Interface codes specified by the CLEC, some limited lengths of bridged tap. Qwest will condition loops at the CLEC's request. The conditioning process is described at length below.

*Basic Rate ISDN ("BRI") Capable Loop*. The Basic Rate ISDN capable loop is a Qwest facility with a 2-wire interface that provides a transmission path from the Qwest serving Central Office Distribution Frame, or equivalent, to an end user's demarcation point. This loop transports bi-directional, 2-wire, signals with a nominal transmission rate of 160 KBPS, meets the performance requirements specified in standard technical publications, and permits access to 144 KBPS channelized payload bandwidth for transport of services.

*ADSL Compatible Loop*. The ADSL compatible loop is an unbundled 2-wire metallic facility that establishes a transmission path between a Qwest serving Central Office Distribution Frame and the demarcation point located at the end user's designated premises. This loop will meet the ADSL performance requirements specified in relevant technical publications. If necessary, Qwest will condition the loop at the CLEC's request to meet the ADSL technical parameters.

*xDSL-I Capable Loop*. The xDSL-I capable loop is a 2-wire facility that provides a transmission path from the Qwest serving Central Office Distribution Frame, or

equivalent, to an end user demarcation point. This loop transports bi-directional, 2-wire signals with a nominal transmission rate of 160 KBPS, meets the performance requirements specified in standard technical publications, and permits access to 144 KBPS unchannelized payload bandwidth for transport of services.[15]

Qwest uses the terms "capable" and "compatible" to make it clear that, while Qwest provides the loop facility, the CLECs provide the service over those unbundled loops. Specifically, "capable" means that Qwest assures that the loop is going to pass the technically-specified signal, consistent with industry standards.[16] The term "compatible" means that Qwest assures that the loop complies with the ordered Network Channel ("NC") and Network Channel Interface ("NCI") codes, but makes no assumptions as to the capabilities of the CLEC's central office equipment or customer premises equipment ("CPE").[17] If a CLEC uses sensitive equipment – for example, equipment that exceeds industry signal-to-noise ratio standards – the CLEC may well be able to use loops that are considered beyond normal length or loss, and therefore Qwest does not restrict the use of the loop due to loop length.

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[15] Performance results for xDSL-I capable loops are grouped with ISDN capable loops.

[16] SGAT § 9.2.2.1.1. For example, ANSI Standards T1.601 and T1.102 specify the ISDN and DS-1 interfaces. There are test sets that indicate whether the loop is performing to the established standards. Qwest will build the capable loop using whatever equipment it takes, such as subscriber loop carrier or range extenders, to insure that the loop meets the standards.

[17] SGAT § 9.2.2.1.2.

The facilities used to provide the xDSL capable unbundled loop categories listed above are different from those that Qwest uses to provide its retail DSL service. The unbundled xDSL capable loop is a dedicated facility designed to support high-speed digital transmissions; such facilities may need to be conditioned to enable CLECs to offer xDSL service. On the other hand, the Qwest DSL (formerly known as "Megabit") retail offering uses an existing line, provides service only in locations where no loop conditioning is necessary, and utilizes a shared facility technology, in which the data signals are transmitted over the same copper facility as the voice signals (*i.e.*, line sharing).

*Extension Technology*. Qwest provides extension technology if needed for Basic Rate ISDN ("BRI") capable loops and xDSL-I capable loops. Extension technology takes into account, for example, additional regenerator placement, central office powering, and mid-span repeaters, if required, as well as BRITE cards in order to provision the Basic Rate ISDN capable or xDSL-I capable loops. Extension technology may be required to bring the circuit to the specifications necessary to accommodate the requested service. Qwest will add extension technology if the circuit design requires it or if requested by a CLEC to meet its specific needs. If the circuit design requires extension technology to meet the technical standards, then Qwest will add it at no charge.[18] However, if a CLEC requests the addition of extension technology to the loop

[18] *See* SGAT § 9.2.2.5.

even though it is not needed to meet technical standards, the installation of extension technology will result in a monthly recurring charge to the CLEC.

*Loop with Multiplexing*. Multiplexing is offered in DS-3 to DS-1 and DS-1 to DS0 configurations. Qwest permits CLECs to combine unbundled loops with multiplexing devices and also the conversion of existing private line or special access circuits into unbundled loops with a multiplexing device.[19]

**b. Line Conditioning**

Line conditioning or loop conditioning is the term used to describe the process of removing load coils, bridged tap, and any other devices from existing copper loops that would negatively affect the transmission of a digital signal. In many cases, the data portion of the loop will not work correctly if there are load coils or certain amounts of bridged tap on the loop. Qwest provides CLECs with loop conditioning for xDSL compatible loops upon request, consistent with 47 C.F.R. § 51.319(a)(3)(i) & (h)(5).[20]

This ability to condition lines is not, however, unlimited. The conditioning requirement is subject to a technical feasibility standard as delineated by the FCC.[21]

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[19] *See* SGAT §§ 9.2.2.10, 9.2.4.6.

[20] SGAT §§ 9.2.2.4 and 9.2.4.9; *see also* 47 C.F.R. § 319(a)(3)(i) (defining "line conditioning as "the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service").

[21] Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Order, CC Docket Nos. 96-98 and 95-185, FCC

Although no FCC order requires Qwest to condition loops proactively, in 2000 Qwest voluntarily established a bulk de-loading project to remove load coils from copper loops that are under 18,000 feet in length in selected wire centers in which CLECs and Qwest were providing DSL services. This project minimized the occurrence of short copper loops that needed to be conditioned on a one-by-one basis. Qwest provided the CLECs with a web-based tool that identified the wire centers and the routes impacted and also included an expected completion date. Once Qwest deloaded a route and updated the databases, the route was posted on the web as a completed route. Three South Dakota wire centers, including Sioux Falls, were included in this project.

**B. Qwest Has Unbundled Loops Procedures In Place.**

In the following sections of my affidavit, I describe the steps through which a CLEC orders and obtains unbundled loops from Qwest, including (a) pre-ordering and ordering, (b) installation, (c) maintenance and repair, and (d) billing. I discuss the PIDs that have been developed to measure and assess Qwest's performance with respect to each of these steps in providing unbundled loops, and I describe how Qwest's actual performance meets or exceeds the great majority of these standards. Because Qwest has now provisioned over 259,624 loops in its 14-state area, there is now a well-developed process in place that allows CLECs to order loops from Qwest.

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96-325, 11 FCC Rcd 15499, ¶ 381 (rel. Aug. 8, 1996) ("Local Competition Order").

### 1. Pre-Ordering and Ordering Process

*Overview of Process*. In general, a CLEC first utilizes pre-order transactions, such as address validation, Customer Service Request ("CSR"), facility check and loop make-up tools to gather information necessary to place an unbundled loop order. The CLEC then orders an unbundled loop by submitting a Local Service Request ("LSR")[22] via two methods of Interconnection Mediated Access ("IMA") – either a web-based Graphical User Interface ("IMA GUI"), or an Electronic Data Interchange system ("IMA EDI") – or by fax. The CLEC order is processed and entered into the Qwest service order processor ("SOP") which then issues a Firm Order Confirmation ("FOC") to the CLEC. This constitutes the normal ordering procedure for the CLEC.

#### a. Pre-Order xDSL Qualification Tools.

The UNE Remand Order requires Qwest to provide loop make up information to CLECs to permit the CLEC to evaluate whether a requested loop facility is capable of providing the service the CLEC seeks to offer.[23] Qwest provides several tools to enable CLECs to gather data on loop facilities. These tools, described in Section 9.2.2.8 of the SGAT, include:

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22 SGAT § 9.2.4.1.

23 UNE Remand Order, ¶¶ 426-431.

24 The ADSL Loop Qualification Tool is accessible to the CLECs via IMA.

(1) The ADSL Loop Qualification Tool, first introduced in October 1999, which provides line-by-line data on loop plant composition tailored to the needs of CLECs.[24] This tool indicates if the loop is capable of supporting ADSL service and it also includes loop length, type of facility, presence of bridged tap or load coils, and the insertion loss.

(2) The Bulk Wire Center Loop Make-Up Tool, introduced in August 2000, which provides a bulk "batch file" of data on all loops in each wire center.[25] The tool provides by telephone number or circuit id the actual loop make-up including loop length, the type of facility, and the wire gauge by segment (F1 or F2). Additionally CLECs are provided information regarding the presence of load coils and bridged tap. The data supporting this tool is obtained from the same data source as Qwest uses to qualify its retail DSL service.

(3) The Raw Loop Data Tool, introduced in December 2000, which provides, on a line-by-line basis, the same data as the bulk wire center tool.[26] The CLECs have the option of obtaining this data by address or telephone number. In August 2001 a new option was added, CLECs now can obtain information regarding spare facilities by using an unassigned address query.

In addition to these loop make-up tools that were created for unbundled loops, Qwest also offers a MegaBit Qualification, POTS to Unbundled Loop Conversion, and ISDN Qualification tools. Qwest originally built these tools in IMA for resale purposes, but CLECs can also use them to obtain information on unbundled loops. Exhibit-JML-LOOP-2 contains a detailed description of the various loop qualification tools. These

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[25] The Bulk Wire Center Loop Make-Up Tool is a web based tool and requires electronic certification.

[26] The Raw Loop Data Tool is accessible to the CLECs via IMA.

tools comply fully with the FCC's requirement that Qwest provide "nondiscriminatory access to the same detailed information about the loop that is available" to itself.[27]

*Raw Loop Data tool*. The database that supports the IMA Raw Loop Data tool and the Bulk Wire Center tool is the same database that is used to support the DSL qualification tool used by Qwest retail representatives. Additionally, through the ROC Master Test Plan, the third-party tester will validate whether the loop qualification information Qwest provides to CLECs is at parity with information Qwest provides to itself. Specifically, the OSS test will validate that the wholesale tool is in parity with the retail qualification tool and that the results from the wholesale and retail tools are the same. Also, it will verify that the databases that feed the tools use the same source data and are updated in the same time frame.[28] Finally, with the tools that Qwest has provided for the CLECs to use, they actually have more information available to them than do the Qwest retail representatives when they sell DSL service to a customer.

Based on feedback received during the workshops, Qwest is continually improving the Raw Loop Data tool. For example, Qwest expanded the loop make-up information to include the make-up of spare facilities. This new query option,

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[27] UNE Remand Order, ¶ 427.

[28] Exhibit-JML-LOOP-3 is an excerpt from the ROC Master Test Plan regarding evaluation of Qwest's loop qualification tools.

[29] The website for the ICONN database is http://www.qwest.com/iconn. *See also* SGAT § 9.1.2.1.4.

Unassigned Address, was introduced in August 2001 as part of IMA Release 8.0. By selecting this option the CLECs can obtain loop make-up information associated with spare facilities that are connected through to the Qwest switch and also spare sub-segments. Qwest has also proactively implemented system enhancements to correct errors uncovered during the workshop process such as displaying loop make-up for lines associated with non-listed and non-published telephone numbers.

*Wire Center Raw Loop Data tool*. Qwest introduced a mechanized bulk wire center loop make-up tool in August 2000. Qwest provides CLECs with access to a web-site where they can obtain a comma delimited batch file that includes all active telephone numbers within a particular wire center as well as detailed raw loop information for each telephone number listed. This provides the CLECs with a means to look at the network infrastructure for an entire wire center. For instance during the loop workshops in other jurisdictions the CLECs asked how they could determine if a community was served by IDLC technology. If the CLEC downloaded the wire center data, the CLEC could sort the file so that premises served by IDLC are grouped together or by a terminal address, F1 or F2, to obtain the loop make-up for a particular community.

*Qwest Network Changes*. Qwest provides CLECs with web-access to the Interconnection Network Disclosure, ICONN database. The ICONN database provides CLECs with a wealth of information regarding the Qwest network such as: central office information and changes, NXX assignments, Remote Terminal Deployment and outside plant build information for funded jobs in excess of $100,000.[29]

**b. The Local Service Request Form.**

CLECs order unbundled loops and other UNEs by completing an LSR and submitting it over one of Qwest's electronic or manual interfaces.[30] For each unbundled loop ordered, CLECs must specify the loop type including the Network Channel and Network Channel Interface codes, provide the Connecting Facility Assignment which identifies where the loop should be wired in the central office, provide the desired installation option, and note a desired due date.

*Desired Due Dates and Standard Installation Intervals*. The CLECs may calculate a due date based on the minimum number of days provided in Exhibit C to the SGAT or the Standard Interval Guide ("SIG") as Qwest's standard installation interval for the specified loop type. The intervals are based on Qwest's extensive experience region-wide in providing unbundled loops. Alternatively, the CLEC may specify a later date (*i.e.*, select a longer installation interval than the standard interval). Exhibit C of the SGAT specifies the installation intervals listed in the following table. All installation intervals are expressed in business days:

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30 SGAT §§ 9.2.4.1, 9.2.4.4.

| Loop Type | 1-8 loops | 9-16 loops | 17-24 loops | 25+ loops |
|---|---|---|---|---|
| Analog/Voice Grade and xDSL Capable (except loops that need conditioning) | 5 days | 6 days | 7 days | ICB |
| Quick Loop | 3 days | 3 days | 3 days | ICB |
| Quick Loop with LNP | 3 days | 4 days | 4 days | ICB |
| DS-3 Capable | 7 days (1-3 loops) | ICB (4 + loops) | ICB (4 + loops) | ICB (4 + loops) |
| DS-1 Capable | 9 days | 9 days | 9 days | ICB |
| xDSL Capable Loops that need conditioning | 15 days | ICB | ICB | ICB |
| Fiber/OCn/Other High Capacity | ICB | ICB | ICB | ICB |

Qwest's standard intervals served as the basis for the creation of the PIDs, particularly the OP-4 measure, and were discussed extensively during the ROC Technical Advisory Group ("TAG") meetings.[31] In fact, the PIDs define a standard

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[31] The FCC has emphasized that performance measures and benchmarks established in a collaborative process with the input of CLECs presumptively reflect the performance requirements CLECs require to have a meaningful opportunity to compete. Application of Verizon New England, Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks Inc., for Authorization to Provide In-Region, InterLATA Services in Massachusetts, Memorandum Opinion and Order, CC Docket No. 01-9, FCC 01-130, ¶ 13 (rel. Dec. 22, 1999) ("Verizon Massachusetts Order") ("The Commission has explained in prior orders that parity and benchmark standards established by state commissions do not represent absolute maximum or minimum levels of performance necessary to satisfy the competitive checklist. Rather, where, as here, these standards are developed through open proceedings with the input from both the incumbent and competing carriers, these standards can represent informed and reliable attempts to objectively approximate whether competing carriers are being served by the incumbent in substantially the same time and

interval with reference to the Qwest Standard Interval Guide, the basis for the intervals in Exhibit C of the SGAT. The creation of the PIDs was a collaborative process between Qwest and CLECs. Exhibit JML-LOOP-4 displays the evolution of the Installation Interval measure, OP-4. This exhibit clearly demonstrates that the Exhibit C intervals were discussed, and, in fact, the installation intervals were changed during the negotiations. For example, there is now no differentiation between high and low density areas and the 2-wire non-loaded intervals mirror the 2-wire analog intervals. During the workshop process, Qwest has made additional CLEC-friendly modifications to the intervals. For example, Qwest reduced the Exhibit C intervals for xDSL-I loops from 10 days to align with ISDN capable intervals of 5, 6, and 7 days. Qwest has also created a shorter installation interval for analog loops called Quick Loop. This option provides for a three-day basic installation interval for converting 2-wire analog loops from existing service.[32] Effective October 22, 2001, this option is also available for analog loops with

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manner, or in a way that provides them a meaningful opportunity to compete") (footnotes omitted); Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service In the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404, 15 FCC Rcd 3953, ¶ 55 (rel. Dec. 22, 1999) ("Bell Atlantic New York Order") ("At the same time, for functions for which there are no retail analogues, and for which performance benchmarks have been developed with the ongoing participation of affected competitors and the BOC, those standards may well reflect what competitors in the marketplace feel they need in order to have a meaningful opportunity to compete").

[32] This shortened interval is not available for coordinated installations, cooperative testing, or when loops are served by IDLC.

number portability. This new offering has been added to Section 9.2.2.9.1.3 and to Exhibit C of the SGAT.

The Qwest intervals provide CLECs a meaningful opportunity to compete. The Multi-State Facilitator supported the Qwest intervals.[33]

*Process for Ordering Loop Conditioning*. The loop qualification tools described above provide CLECs with information to determine if loop conditioning will be required. In submitting an order, CLECs may indicate that they approve the loop conditioning charge, where needed, by entering a "Y" (for yes) in the space provided for "special construction authorization" in the LSR form.[34] When the form contains that indicator and conditioning is necessary for the requested unbundled loop, Qwest will conduct the loop conditioning activities described above, and complete the loop provisioning within the standard 15 business day interval and assess the applicable non-recurring conditioning charge. If the LSR form contains the indicator for loop conditioning but conditioning is not required, then the due date will be consistent with the installation

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[33] Multi-State UNE Report, at 49.

[34] The FCC has explicitly authorized the ILECs to charge for conditioning requested by a CLEC regardless of the distance from the Central Office. *See* Local Competition Order, ¶ 382; UNE Remand Order, ¶ 193. This decision was affirmed in federal court in *U S WEST Communications, Inc. v. Hix*, Civil Action No. 97-D-152, Order at 9 – 10 (D. Colo. June 23, 2000.) The Multi-State Facilitator also agreed that charging CLECs for conditioning was appropriate. Multi-State UNE Report at 40.

interval based on loop type and the number of loops ordered, as described above, and no conditioning charges will apply.

If the CLEC fails to indicate on the LSR form that loop conditioning is approved, but Qwest determines that conditioning is required, then Qwest will inform the CLEC of the need for conditioning. To avoid incurring costs for conditioning loops that were not authorized by the requesting CLEC, the LSR will be rejected and the order cancelled.

*Firm Order Confirmation ("FOC")*. Qwest will provide the CLECs with confirmation of the receipt of their LSR and indicate the due date for the service installation. The process is completed via a Firm Order Confirmation or FOC. The current PIDs require Qwest to provide the CLEC with an FOC for unbundled loops within 24 hours of receiving a valid and complete LSR. Beginning on March 1, 2001, Qwest implemented a two-month trial in Colorado to determine if withholding an FOC for xDSL loops for 72 hours would provide CLECs a more meaningful FOC and a more reliable indication of the installation interval that will apply. During the 72 hours, Qwest determined the availability of facilities to meet the CLEC's request and identified the need for conditioning. Based on the trial and because many CLECs currently purchasing xDSL loops already have a 72-hour FOC as a contractual term, Qwest and CLECs alike agreed that Qwest should move to change the FOC interval for xDSL loops to a 72-hour interval. Qwest is bringing this proposal forth to the ROC PID team for approval.

### 2. Provisioning

When Qwest provisions an unbundled loop, the same processes and systems, including loop assignment system, are used that Qwest would normally use to provide service for its end users. First, since the unbundled loop is a dedicated facility, it is provisioned using a circuit identifier. Second, the unbundled loop order is routed to the systems that contain inventory information about loop facilities, as well as connecting facility information. Third, the order is handled by employees with experience and the specialized unbundling training to ensure that timely coordination with the CLEC is accomplished when needed.[35] Fourth, the unbundled loop flow also allows Qwest to provide data regarding the design of the service to the CLEC via the Design Layout Report ("DLR") process. The CLEC is thus able to obtain data that is available to Qwest employees on how the loop is designed and engineered. The actual installation intervals are documented, coordinated installation is available, and flow charts have been developed so that all parties involved understand the process.[36]

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[35] As part of Qwest's efforts to continually train its employees, Qwest released a training video that describes the provisioning process and focuses on coordinated installations and testing. This video has been distributed to all network organizations that provision unbundled loops, and is being used to train all employees involved in the coordinated installation process.

[36] *See* Exhibit JML-LOOP-5.

### a. Basic and Coordinated Installation Options

Once Qwest has received the LSR from the CLEC, the order is processed using the same systems that process orders for Qwest retail service offerings, such as private line service or any designed service. When Qwest provisions an unbundled loop, a central office technician must be dispatched to run jumpers connecting the unbundled loop to the CLEC's facilities as specified on the LSR by the CLEC. Additionally, a field technician may need to be dispatched to provision the loop. The provisioning process as shown in Exhibit-JML-LOOP-5 delineates the tasks performed by Qwest personnel to install an unbundled loop. This flow chart, along with the task descriptions, describes the process that Qwest follows when it provisions unbundled loops.

*Installation of Loops to Existing Customers*. For an existing end-user, the Basic Installation option is a "lift and lay" procedure.[37] The central office technician "lifts" the loop from its current termination and "lays" it on a new termination connecting to the CLEC.

*Installation of Loops with Number Portability*. Qwest will coordinate the activities associated with unbundled loops and number portability. The provisioning process is depicted in Exhibit-JML-LOOP-6.

*Installation of New Loops*. Installation of new unbundled loops requires a dispatch to the end-user premises. The central office technician and field technician

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[37] SGAT § 9.2.2.9.1.1.

complete circuit wiring and execute the required performance tests to ensure the new circuit meets the required parameter limits.[38]

*Installation of Loops When No Compatible Facilities Exist*. If the CLEC requests an unbundled loop and no compatible facilities exist, then the following process takes place:[39]

> If an engineering job is pending that satisfy the request then Qwest will accept the LSR and inform the CLEC of the ready for service date.
>
> If the LSR is requesting a loop to provide an end user with primary voice grade service that would fall under Qwest's Carrier of Last Resort Obligation (COLR), then Qwest will accept the order and build the new facility.
>
> If the request is for the unbundling of a loop supported by IDLC technology, then Qwest will accept the LSR and process it according to the process defined below.
>
> If the LSR does not fall into one of the above categories, then Qwest will reject the order and inform the CLEC that no compatible facilities exist. The CLEC then has an option to request the facilities according to the Special Construction process, just as a retail Qwest customer would.

The CLECs were notified of this process through the formal Change Management Process. Exhibit-JML-LOOP-7 is a copy of the notification that was

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[38] SGAT § 9.2.2.9.2.3.

[39] SGAT §§ 9.1.2.1.3, 9.1.2.1.3.1, and 9.1.2.1.3.2.

distributed to the CLECs. This process is very similar to Verizon's process that was the FCC recently approved in its order on Verizon's Pennsylvania application.[40]

During the workshops, CLECs challenged the above build position and this issue went to impasse in all jurisdictions. In his recommendation to the Commissions the Multi-State Facilitator stated:

> Requiring Qwest to serve indefinitely and ubiquitously as both a financing arm (by taking investment risk under month-to-month UNE leases to CLECs) and as a construction contractor (by being forced to perform the installations required) is not appropriate. Not only will it not promote the goal [of facilities-based competition], it may well hinder it. If CLECs can transfer the economic risks of new construction to Qwest, there is little reason to expect that they will have an incentive to take facilities risks or develop efficient installation capabilities.[41]

In considering whether checklist item 2 requires Qwest to construct unbundled elements for CLECs where facilities do not exist, the Hearing Commissioner in Colorado also determined that Qwest is not required to construct unbundled elements for CLECs under the Act or FCC rules.[42]

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[40] Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania, Memorandum Opinion and Order, CC Docket No. 01-138, FCC 01-269, ¶ 91-92 (rel. Sept. 19, 2001) ("Verizon Pennsylvania Order").

[41] Multi-State UNE Report at 25.

[42] Investigation into U S WEST Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996, Decision No. R01-846, Volume 4A Impasse Issues Order, Docket No. 98I-197T, at 8-10 (Colo. Aug. 16, 2001).

*Installation of Loops Provisioned with IDLC Technology*. The FCC requires Qwest to unbundle loops that are provisioned with IDLC technology. However, the FCC also acknowledged in the UNE Remand Order that the unbundling of IDLC is difficult and may even be impossible in some circumstances.[43] Qwest has made a commitment to provide CLECs access to unbundled loops, even when IDLC technology is deployed, whenever technically feasible. Qwest utilizes the engineering decision tree depicted in Exhibit-JML-LOOP-8 to determine the best method to unbundle these loops. In South Dakota approximately 3.4% of the existing lines are served by IDLC technology and only 1.5% are located in areas where the concentration of IDLC is in excess of 75%. As previously mentioned, using the wire center Raw Loop Data tool, CLECs can determine if a community has a high percentage of IDLC. This information allows CLECs to determine up front if they want to market to a specific community that may be served by IDLC. Additionally, Qwest recently enhanced the Raw Loop Data tool in IMA to include spare facility information, including information on segments, to enhance CLECs' ability to determine if there are spare facilities to serve premises served by IDLC.

*Facility Assignment.* Qwest provisions facilities based on the loop type the CLEC requests. The same assignment process is used for both retail and wholesale.[44] If

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43 UNE Remand Order, ¶ 204 n. 390.

44 SGAT § 9.2.2.3.

45 SGAT §§ 9.2.2.9.1 to 9.2.2.9.7.

compatible facilities are not identified through mechanized means, then Qwest uses an 11-step process that includes looking for a Line and Station transfer or recovering defective pairs to locate compatible facilities. The 11-step process is presented in Exhibit-JML-LOOP-9. This is the same process Qwest uses to assign facilities to itself when it must determine if facilities are available to provide service to its end users.

*Installation Options*. Qwest's SGAT offers CLECs six installation options for unbundled loops, each of which is available for both existing customer lines and new customer lines.[45] These six options are: (1) basic installation; (2) basic installation with performance testing; (3) basic installation with cooperative testing; (4) coordinated installation; (5) coordinated installation with cooperative testing; and (6) project coordinated installation. Regardless of the installation option chosen, Qwest notifies the CLEC when the installation work is complete. The six options are described in further detail below.

*Basic Installation Options*. CLECs may select from among three options for basic (*i.e.*, non-coordinated) installation. First, for the basic installation option, the Qwest central office technician and field technician execute basic performance tests.[46] With basic installation with performance testing, Qwest technicians conduct performance tests, and provides the results to the CLEC after the tests are concluded.[47]

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[46] *See* SGAT § 9.2.2.9.1.2.

[47] SGAT §§ 9.2.2.9.2.1-9.2.2.9.1.3.

Qwest also agrees to e-mail the test results to CLECs within two business days so that CLECs have a written record of the tests Qwest performs. With basic installation with cooperative testing, after the Qwest technicians perform their performance tests, they contact the CLEC with the results, and the CLEC performs its own loop back acceptance test. The CLEC then accepts the loop, and the parties exchange demarcation information.[48] To ensure that CLECs do not pay for testing that is not performed, Qwest under its SGAT waives the non-recurring installation charge if Qwest cannot perform the cooperative test, due to Qwest's fault, at the time the loop is turned over to the CLEC. In August 2001, Qwest implemented its process to provide CLECs with the option of receiving test results by e-mail.

*Coordinated Installation*. Coordinated installation and testing are often needed by the CLEC and Qwest to have a seamless installation for the end user customer. The coordinated installation process allows the CLEC to designate a specific appointment time on the date when Qwest will begin the installation of an unbundled loop. The CLEC may request installation outside the standard business hours of 8 a.m. to 5 p.m. on business days, but additional charges apply. CLECs most often request a coordinated installation to coordinate work between Qwest and CLEC when the service is associated with an existing working line, although coordinated installation is also

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[48] SGAT §§ 9.2.2.9.5.

available for new customer lines. Coordinated installation enables the CLEC and its customer to plan ahead for minimal service interruption.

On the order due date at the appointment time specified by the CLEC, a Qwest employee coordinates activities between the CLEC and Qwest. Qwest calls the CLEC to determine if the CLEC is ready for the service to be transferred. If the CLEC indicates that it is ready, Qwest central office and fieldwork is performed. If the CLEC indicates that it is not ready, Qwest will wait up to 30 minutes from the appointment time. If the CLEC is still not ready, then a new appointment (date and time) is scheduled. If Qwest misses the appointment time by 30 minutes or fails to perform cooperative testing, due to Qwest's fault, Qwest will waive the non-recurring installation charge. Even if Qwest fails to perform testing, Qwest will reschedule the test at no charge to the CLEC if the CLEC still wishes to perform cooperative testing.[49]

Qwest recently established a control center dedicated to coordinated installations. The Qwest CLEC Coordination Center ("QCCC") coordinates all installations that involve coordinated start times. Approximately 70 Qwest employees work at the center, all having completed focused training. Since the establishment of the QCCC, Qwest's performance for providing coordinated installations has improved significantly.

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[49] SGAT §§ 9.2.2.9.3, 9.2.2.9.4.

CLECs may choose from three different coordinated installation options. The first option is coordinated installation with cooperative testing. This option permits the CLEC to request an appointment time as well as joint testing with Qwest. When a CLEC requests a coordinated installation with cooperative testing, Qwest will perform testing with the CLEC to ensure connectivity between a CLEC's collocated equipment and its network demarcation point.[50] The cooperative testing is performed after the Qwest installation and testing. As with basic installation with cooperative testing, Qwest provides CLECs with an option to receive the Qwest test results via e-mail.[51]

The second coordinated installation option is coordinated installation without cooperative testing. If the installation is the conversion of existing service, the CLEC may elect to specify that no dispatch is requested. For an existing customer the conversion process is a "lift and lay" process in the central office. On the due date, at the CLEC-designated appointment time, the Qwest implementor/tester contacts the CLEC to ensure they are ready for the installation. The Qwest technicians complete the installation and work with the Qwest implementor/tester to complete the required performance tests. The CLEC is verbally advised that the installation is complete.[52]

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[50] *See* SGAT §§ 9.2.2.9.3.1–9.2.2.9.3.2.

[51] *See* SGAT §§ 9.2.2.9.2.3 and 9.2.2.9.5.

[52] *See* SGAT §§ 9.2.2.9.4.1–9.2.2.9.4.2.

The third option is the project coordinated installation option.[53] This is a highly coordinated form of coordinated installation. This option permits the CLEC to obtain a coordinated installation for unbundled loops with or without number portability where the CLEC orders unbundled DS-1 capable loops, DS-3 capable loops, or 25 or more DS-0 unbundled loops. Because of the increased coordination between Qwest and the CLEC with a project coordinated installation, Qwest and the CLEC generally need to negotiate the date and time for the project coordinated installation in advance.

*Process Flows for Coordinated Installations*. When coordinated installations involve existing customers they are often referred to as "Hot Cuts." Exhibit-JML-LOOP-10 displays the process flow of due date activities for "Hot Cuts." Page two of the Exhibit defines the tasks, and page three is a sample of the data collected by Qwest implementers to track the coordinated installation. In addition to coordinated cuts for existing lines, Qwest also performs coordinated installations for lines that were not previously served by Qwest, or, in other words, for "new loops". Exhibit-JML-LOOP-11 is the process flow for new loops, which includes a description of the tasks performed for these types of installations.

**b. Process for Conditioning Loops**

When a CLEC requests a loop to support DSL services, the CLEC should use one of the available tools to determine in advance whether the requested circuit needs

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[53] SGAT § 9.2.2.9.7.

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[53] SGAT § 9.2.2.9.7.

to be conditioned. As discussed above, the tools provide the CLEC with loop make-up information that indicates the type of facility, copper loop or pair gain, and the presence of loads and/or bridged tap.

Qwest provides for loop conditioning to ensure that CLECs can obtain a loop without load coils and bridged tap even if Qwest does not have an "clean" loop available. For example, when CLECs request a non-loaded 2-wire or 4-wire loop or ADSL compatible loop, the CLEC can ask Qwest to condition existing facilities to meet this specification. As discussed above, CLECs indicate on the LSR that they pre-approve conditioning if needed. Qwest will dispatch a technician to "condition" the loop by removing load coils and excess bridged tap, if necessary, in order to provide the CLEC with a non-loaded loop. Once it is determined that conditioning is technically feasible, there are several steps required to remove a load coil or bridged tap. First, an engineer researches the records to determine where the load coils or a bridged tap are located in the field and issues a work order to the construction forces. Next, a construction technician is dispatched to the field to cut away from the load coil cable stub and re-splice the loop together. Exhibit-JML-LOOP-12 is a flow chart that depicts the tasks associated with conditioning a loop. In January 2001, Qwest reduced the standard interval for conditioning *and* installing the requested loop to 15 business days.

### 3. Installation Performance Measures and Results

Section 251(c)(3) of the Act and FCC decisions establish that Qwest must either (1) provide unbundled elements to CLECs at the same level of quality and timeliness at which Qwest provides analogous services to retail customers, or (2) where there is no

retail analogue, provide unbundled elements at a sufficient level of quality and timeliness as to "offer[ ] an efficient carrier a meaningful opportunity to compete."[54] Qwest, CLECs, and the staffs of the 13 state commissions participating in the ROC process, including the South Dakota Commission staff, have developed extensive performance measurements to measure Qwest's performance in providing unbundled loops to CLECs and in maintaining and repairing unbundled loops for CLECs. Qwest, CLECs, and the state commission staffs established these measures in a collaborative process with the full input of interested CLECs.

The performance measures are formally documented in the PIDs. The PIDs include a definition of the measure, the actual formula used to calculate the measure, and any exclusions.[55] The performance measures for loops primarily fall into the provisioning and maintenance and repair categories. Exhibit-JML-LOOP-13 contains the ROC-PID definitions that pertain to provisioning and maintenance of unbundled loops.

On September 25, 2001, the Liberty Consulting Group, an independent third party retained an part of the ROC OSS Test, completed its audit of Qwest's

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54 SBC Texas Order, ¶ 253; Application of BellSouth Corporation for Provision of In-Region, Inter-LATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, FCC 98-271, 13 FCC Rcd 20599, ¶ 198 (rel. Oct. 13, 1998) ("BellSouth Louisiana II Order").

55 The Affidavit of Michael G. Williams discusses and describes the ROC's performance measures in detail.

performance measures and concluded that "the audited performance measures accurately and reliably report actual Qwest performance."[56]

*Unbundled Loop Ordering and Provisioning Performance Measures*. The FCC has determined that there is no direct retail analogue for the ordering and provisioning of unbundled loops.[57] As a result, Qwest and CLECs participating in the ROC collaborative agreed that Qwest can satisfy each of the following performance measures if it processes orders and provisions unbundled loops, on average, either at parity with its retail ordering and provisioning process, if a retail analogue exists for a particular loop, or in accordance with agreed-upon benchmarks. Again, like the PIDs themselves, the actual benchmarks for various loops types were subject to extensive discussion in the ROC process, with CLECs having a full and equal voice in the establishment of the benchmarks. Qwest is committed to providing unbundled loops within the required intervals and has established processes discussed in this affidavit to

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[56] Final Report on the Audit of Qwest's Performance Measures at 2-3 (Sept. 25, 2001). This audit report is attached as Exhibit MGW-PERF-2 to the Affidavit of Michael G. Williams.

[57] BellSouth Louisiana II Order, ¶ 198 ("Because the provisioning of unbundled local loops has no retail analogue, [the BOC] must demonstrate that it provides unbundled loops in a manner that offers an efficient carrier a meaningful opportunity to compete").

ensure successful provisioning.[58] The principal installation PIDs for unbundled loops are:

OP-3 – Installation Commitments Met. This measure evaluates the extent to which Qwest installs service by the scheduled due date. The performance benchmark for analog loops is 90%.

OP-4 – Installation Interval. OP-4 focuses on the average time to install service. The performance benchmark for analog loops, non-loaded (2-wire) loops, and ADSL qualified loops is an interval of six days. For all other loop types, the performance standard is parity with a specified analogous retail service.

OP-5 – New Service Installation Quality. This measure evaluates the number of new orders that are trouble free for 30 days following installation. Additionally it focuses on the percentage of new service installations that experienced a trouble report during the period from the installation date to the date the order is posted complete. For all loop types, the performance standard is parity with a specified analogous retail service.

OP-6 – Delay Days. OP-6 evaluates the average number of days that late orders are completed beyond the due date. For all loop types, the performance standard is parity with a specified analogous retail service.

OP-7 – Coordinated "Hot Cut" Intervals. The OP-7 measure focuses on the time involved to disconnect a customer from Qwest retail service and connect it to the CLEC. This is a diagnostic measure.

OP-13 – Coordinated Cuts On Time. OP-13 evaluates the timeliness of coordinated installations (as well as the percent of orders started prior to the scheduled time without the CLEC's approval). The performance benchmark for coordinated cuts completed on time is 95%.

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[58] The Affidavit of Michael G. Williams discusses Qwest's performance in detail.

OP-15 – Interval for Pending Orders Delayed Past Due Date. This measure evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the due date, as of the end of the reporting period. This is a diagnostic measure.

*Installation Performance Results*. The performance results for each of the OP measures are disaggregated by loop type and zones, where Zone 1 represents a higher density.[59] For South Dakota, all loops are located in Zone 2. The performance results discussed below have been aggregated to describe performance on a statewide basis. Exhibit-JML-LOOP-14 displays the actual performance results for South Dakota through August. The reports display both the installation and repair results by loop type.

Over the four month period ending in August Qwest has on average provisioned analog loops by the due date 94% of the time which exceeds the performance benchmark of 90%. Additionally, this compares favorable to the Qwest retail customers' experience. For three out of the four months Qwest has provisioned analog loops in less than the six-day benchmark, with average installation interval of 6.3 days, which is slightly above the benchmark of 6 days.

As previously mentioned Qwest tracks the on time performance for coordinated installations, OP-13. In South Dakota, Qwest has delivered coordinated installations on time 100% of the time since April 2001.

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[59] Earlier in the process, the installation intervals were different in high and low density areas. While this disparity in intervals has been eliminated, the performance reporting still reflects this distinction.

In addition to being prompt, Qwest's installation of unbundled loops for CLECs is of consistently high quality. For the four months ending in August 2001, analog loop installations for CLECs have been trouble-free over 99% of the time. The trouble-free rate exceeds Qwest's analogous retail service performance.

**4. Maintenance and Repair**

Qwest provides maintenance and repair of unbundled loops using a defined maintenance and repair flow.[60] CLECs report repair problems by issuing repair tickets through the Electronic Bonding-Trouble Administration interface or by calling Qwest's repair center. Qwest creates a trouble ticket reflecting the CLEC's trouble isolation results and processes it using the same systems utilized for trouble tickets for Qwest retail services. The trouble ticket is passed to the appropriate groups to analyze, test and fix any Qwest problems that are identified. The repair technician closes the ticket when the CLEC is notified that the trouble is resolved. Qwest will also advise the CLEC if no trouble is found, or if the problem is not in the Qwest network.

Exhibit-JML-LOOP-15 contains a flow chart that delineates the tasks performed by Qwest personnel to maintain and repair unbundled loops. This exhibit also includes a matrix that describes each of the work tasks identified in the flow chart. Qwest follows these steps each time Qwest receives a trouble report from a CLEC.

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60 *See generally* SGAT § 9.2.5.

## 5. Maintenance and Repair Performance Measures and Results

*Unbundled Loop Maintenance and Repair Performance Measures*. Unlike loop provisioning, the FCC has determined that there is a retail analogue for the repair and maintenance of unbundled loops.[61] Consistent with FCC requirements, Qwest provides repair and maintenance of unbundled loops in substantially the same time and manner as it provides repair services to itself. As a result, Qwest and CLEC participants in the ROC established performance measures for repair and maintenance based upon parity with Qwest retail. These maintenance and repair measures are described below.

MR-3 – Out of Service Cleared within 24 Hours. This measure evaluates the timeliness of out service repair for 2-wire analog loops.

MR-4 – All Troubles Cleared within 48 Hours. MR-4 focuses on the *repair timeliness of all types of trouble cases.*

MR-5 – All Troubles Cleared within 4 Hours. This measure evaluates the timeliness of repair for 4-wire non-loaded loops, DS-1 capable, DS-3 capable loops and OCn capable loops.

MR-6 – Mean Time to Restore. MR-6 focuses on how long it takes to restore service.

MR-7 – Repair Repeat Report Rate. This measure focuses on the number of repeated trouble reports for the same loop received within 30 days.

MR-8 – Trouble Rate. MR-8 evaluates the number of troubles as a percentage of the total number of loops in service.

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[61] BellSouth Louisiana II Order, ¶ 145 (repair and maintenance of UNEs should be conducted in the same time and manner as repair and maintenance of retail services).

MR-9 – Repair Appointment Met. MR-9 evaluates the extent to which repairs service by the appointment date and time.

Qwest has maintained an admirable maintenance and repair record in South Dakota. Unbundled loops receive quick and effective repairs when necessary. At the outset, however, it should be noted that the overall trouble rate for analog loops installed for CLECs has been extremely low, hovering near or below 1% during the past four months ending in August 2001. In each month, the trouble rate was lower than that for Qwest's own retail services. The South Dakota results are better than the 2% figure that the Commission accepted in approving Verizon's request to enter the long-distance market in New York.[62]

When trouble reports are received, they are cleared rapidly. During the past three months ending in August 2001 in South Dakota, Qwest cleared approximately 100% of "out of service" trouble reports for unbundled analog loops, the most commonly provided unbundled loop, were cleared within 24 hours, and virtually all troubles were cleared within 48 hours. This performance is better than Qwest's success in clearing trouble reports for its own retail customers. Similarly, the mean restoration time that Qwest provides to CLECs for analog loops is generally shorter than that for its own retail customers.

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62 Bell Atlantic New York Order, ¶ 300.

## III. QWEST COMPLIES WITH THE FCC SPECTRUM MANAGEMENT RULES.

Spectrum Management is the ability to administer loop plant in such a manner that it enhances the required results in spectrum compatibility. Spectrum compatibility, in general, refers to the ability of loop technology to operate and reside in the same or adjacent binder groups without causing an unacceptable degradation of service from the user's perspective.[63]

There are two industry forums that are working on establishing spectrum standards: the T1E1.4 and the Network Reliability and Interoperability Council ("NRIC"), Focus Group 3. The FCC has charged NRIC specifically with developing a process for spectrum management. NRIC participants have agreed that the loop provider has responsibility to manage spectrum.

On January 5, 2001, NRIC approved the American National Standard T1.417, *American National Standard for Telecommunications - Spectrum Management for Loop Transmission Systems*. Prior to approval, the American National Standards Institute (ANSI) reviewed the standard to ensure that T1.417 met requirements for due process, consensus and other criteria. Exchange Carriers, Inter-exchange Carriers, Manufacturers and General Interest Organizations all participated in the development of

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[63] Deployment of Wireline Services Offering Advanced Telecommunications Capability; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket Nos. 98-147, 96-98, Third Report And Order in CC Docket No. 98-147 Fourth Report And Order in CC Docket No. 96-98, CC Docket Nos. 98-147, 96-98, FCC 99-355, 14 FCC Rcd 20912, ¶ 178 (rel. Dec. 9, 1999) ("Line Sharing Order").

the T1.417 Standard. T1.417 established nine Spectrum Management Classes ("SMCs") and three Technology Specific Guidelines ("TSG") classes. The NRIC has recommended the application of these SMCs and TSG classes for spectrum management.

Anticipating T1.417 approval, the industry requested that the Common Language Technical Advisory Group ("TAG") establish Network Channel Interface ("NCI") codes to enable ordering unbundled loops using Spectrum Management Class identification. The Common Language TAG has approved NCI codes corresponding to the twelve T1.417 classes. Exhibit JML-LOOP-16 displays the industry standard SMC NCI codes. Qwest's processes for addressing spectrum issues is set forth in Section 9.2.6 of the SGAT. These provisions comply with the FCC Line Sharing Order.[64] For example, Qwest requires CLECs to provide Qwest with the NC/NCI codes when they order advanced services. CLECs, however, are required to provide this information pursuant to the FCC's Line Sharing Order:

> Some incumbent LECs argue that they require certain information on a requested deployment in order to be able to assess properly the prospects of the deployment significantly degrading the performance of other services. In the *Advanced Services First Report and Order*, we required incumbent LECs to disclose to requesting carriers information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

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[64] Line Sharing Order, ¶ 204.

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> Consistent with the information disclosure requirements that we applied to incumbent LECs in the *Advanced Services First Report and Order*, we agree that competitive LECs must provide to incumbent LECs information on the type of technology that they seek to deploy, including Spectrum Class information where a competitive LEC asserts that the technology it seeks to deploy fits within the generic PSD mask. We further agree that competitive LECs must provide this information in notifying the incumbent LEC of any proposed change in the advanced services technology that the carrier uses on the loop, so that the incumbent LEC can correct its records and anticipate the effect that the change may have on other services in the same or adjacent binder groups.[65]

Consistent with the Line Sharing Order, Qwest commits to protect and respect the confidentiality of CLEC NC/NCI codes and to use such information solely for spectrum-related purposes, such as providing information to carriers in the event of claims of spectral interference.

CLECs have challenged this position in other 271 workshops, and the issue went to impasse. Based on the FCC requirement and the existing ordering process, the Multi-State Facilitator supported the Qwest position that the CLECs supply Qwest with the NC/NCI codes. The Facilitator stated, however, that Qwest must treat this information as confidential. Qwest agreed, and it has modified SGAT Sections 9.2.6.2.1 and 9.2.6.2.2 to reinforce its commitment to maintain the confidentiality of this information.

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[65] Line Sharing Order, ¶ 204 (footnotes omitted).

1 If a provider's end user experiences interference problems, Qwest will provide
2 binder group information to the CLEC [66] in the trouble isolation process. The CLEC will
3 test the pairs in the binder group and identify the spectrum class causing the problem.
4 Qwest will then provide the CLEC with names of the providers and the spectrum
5 classes in the effected binder group. Qwest does not "resolve" spectrum disputes
6 between carriers. Rather, the carrier experiencing the interference is responsible for
7 contacting other carriers to determine whose service is causing the interference.
8 Likewise, Qwest does not dictate what action must be taken to resolve the interference.
9 Once the causing carrier is identified, the offending carrier (Qwest or CLEC) must bring
10 its facilities into compliance with spectrum standards.

11 The FCC has identified T1s as known disturbers.[67] Qwest's preferred technology
12 is no longer analog T1 technology. Nevertheless, Qwest has long-standing engineering
13 practices whereby it segregates T1 facilities from other facilities by locating them on the
14 outside of a binder group or, if necessary to avoid interference, in a separate binder
15 group. If a T1 is identified as causing interference, Qwest commits to address the
16 interference as spelled out in SGAT Section 9.2.6.4. Based on the Multi-State
17 Facilitator's recommendation, Qwest revised this provision to clearly state that Qwest
18 will place T1s into binder groups to minimize interference and will replace interfering T1

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66 *See* SGAT §§ 9.2.6.5-9.2.6.6.

67 Line Sharing Order, ¶ 214.

facilities with less disturbing technology if the T1s are identified as causing a disturbance.[68] This commitment is fully compliant with FCC guidance on managing T1 facilities.[69]

When carriers deploy a Digital Subscriber Line Access Multiplexer ("DSLAM"), it is possible that the remote deployment will interfere with other carriers' services. The NRIC is currently considering standards for remote deployment of DSLAMs, and the NRIC recommendations are expected to be released in first quarter, 2002. Qwest commits to comply with the NRIC recommendations. In the interim, however, Qwest has committed to minimize any interference from potential remote deployment of Qwest DSLAMs. In the Multi-State proceeding, the Facilitator determined that it was reasonable to wait until NRIC and the FCC issue their determinations before imposing final standards for remote deployment of DSL:

> Rhythms and AT&T have not shown good reason to act in advance of the NRIC report that the FCC expects. The FCC has essentially said that it wants to be informed by that report before it acts. There is certainly no basis for concluding that, on the record before us, we should step in where that angel fears to tread.[70]

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68 Multi-State UNE Report at 58.

69 *See* Line Sharing Order ¶ 218.

70 Multi-State UNE Report at 56.

The Facilitator nevertheless recommended SGAT amendments to address any potential interference from remote deployments in the interim. Qwest agrees to implement this interim process and, therefore, incorporated the Facilitator's recommendation in SGAT Section 9.2.6.9

Qwest complies with all FCC orders and rules relating to spectrum management. Qwest commits to handle spectrum issues in a manner that provides CLECs the ability to deploy advanced services technology through the use of industry standards, and Qwest has developed appropriate practices with regard to spectrum management. As the FCC makes national determinations of other standards, Qwest will incorporate those changes into the SGAT and into Qwest's processes and procedures.

## IV. QWEST COMPLIES WITH FCC NID REQUIREMENTS

Qwest provides nondiscriminatory access to the Network Interface Device ("NID"). Qwest allows requesting CLECs to connect their own loop facilities to on-premises wiring through Qwest's NID or at any other technically feasible point. Pursuant to Section 9.5 of its SGAT, Qwest has a concrete and specific legal obligation to provide CLECs with access to unbundled NIDs.

*Access to NIDS*. Qwest provides access to NIDs as part of its unbundled loop and subloop offerings. The FCC defines the NID network element as "any means of interconnection of end-user customer premises wiring to the incumbent LEC's

distribution plant, such as a cross connect device used for that purpose."[71] An ILEC is required to "permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point."[72] In the UNE Remand Order, the FCC clarified that when a CLEC receives an unbundled NID from Qwest, that unbundled NID includes "all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism."[73] The FCC intentionally defined the NID element in a broad, flexible, and technology-neutral manner, to accommodate "design variations among the hardware interfaces" and to allow for any future technologies to be included in the definition.[74]

Qwest provides NIDs in full compliance with FCC rulings. In fact, Qwest's SGAT definition of the NID incorporates much of the FCC's language verbatim:

> The Qwest NID is defined as any means of interconnection of on-premises wiring and Qwest's distribution plant, such as cross connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a premises . . . . The NID carries with it all features, functions and

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71 47 C.F.R. § 51.319(b).

72 *Id.*

73 UNE Remand Order, ¶ 233.

74 UNE Remand Order, ¶ 234.

capabilities of the facilities used to connect the Loop distribution Plant to the customer premises wiring, regardless of the design of the particular NID mechanism.[75]

The SGAT definition includes terminals that are not Demarcation Points. Qwest has also added language requiring all carriers to follow relevant provisions of the National Electric Safety Code and the National Electric Code when accessing NIDs so as to protect CLEC workers, end users, and Qwest property and personnel from foreign voltage.[76]

Only one CLEC, thus far, has questioned Qwest's definition of the NID, and this CLEC has done so in twelve states in which Section 271 workshops have been held. To date, no commission has accepted that CLEC's objections to Qwest's NID definition.

Qwest has a concrete legal obligation to provide CLECs with access to unbundled NIDs; that obligation satisfies all FCC requirements.

*NID Connections*. Qwest permits CLECs to interconnect at either the protector field or the customer side of the NID, space permitting. Additionally, Qwest permits CLECs to perform their own wiring at the NID.[77] These provisions offer CLECs greater flexibility than that offered by any other BOC that has received Section 271approval.

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75 SGAT § 9.5.1.

76 SGAT § 9.5.2.3 and NESC § 315, and NEC § 800-30.

77 SGAT § 9.5.2.5.

*NID and the Demarcation Point*. Qwest's definition of the NID includes terminals that are not Demarcation Points. If the NID is not the Demarcation Point, as may be the case in a multi-tenant environment, and the CLEC wishes to access the NID and the subloop, then the CLEC must follow the process to access subloops.[78] Regardless whether the NID is a Demarcation Point, the CLEC can perform diagnostic and other necessary testing at the NID.

*Type of NIDs Offered by Qwest*. Qwest offers three types of NIDs. A Simple NID is typically found in single family residences or small businesses. A Smart NID provides special testing capabilities from the far end. Finally, the MTE NID is associated with Multi-Tenant environments. The MTE terminal is considered a NID from an ordering and processing perspective when it serves as a demarcation point between Qwest facilities and customer wiring.

*No Space Available on the Qwest NID*. If space is unavailable on Qwest's NID, the CLEC may install its own NID or ask Qwest to install a stand-alone NID. When a CLEC installs its own NID, the CLEC may connect its NID to the Qwest NID by placing a cross connect between the two.[79] Another option available to CLECs if no space is available on Qwest's NID is to connect to the Qwest loop or inside wire at any other

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78 Access to subloops in addressed in the Affidavit of Karen A. Stewart on Emerging Services. Qwest provides nondiscriminatory access to subloops under Section 9.3 of the SGAT.

79 SGAT § 9.5.2.1.

technically feasible location.[80] CLECs are not permitted to disconnect the Qwest facility from the protector side of the NID because such a disconnect would leave Qwest's distribution facility unprotected, in violation of the National Electric Safety Code and the National Electric Code. A single CLEC disagrees with this requirement and has taken this issue to impasse in all states where 271 workshops have taken place. To date, Qwest's position has prevailed in all states issuing recommendations.[81]

*Modular NIDs*. CLECs also have the option of ordering a modular NID to replace the current NID to allow easier access for testing or to cooperate in a reconfiguration that is necessary to create a single point of interface.[82] In this case, Qwest will install a new NID and charge the CLEC the applicable time and material charges.

*NID Ownership*. Qwest retains full ownership of its NID and its associated cables and wires on the central office or protector side of the NID.[83] However, Qwest allows CLECs to use all features and functionality of the Qwest NID, including any protection mechanisms, test capabilities, or other capabilities now existing or as they may exist in

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80 SGAT § 9.5.2.1; *see also* 47 C.F.R. § 319.(b).

81 *E.g.*, Multi-State UNE Report at 74.

82 SGAT § 9.5.3.1.

83 SGAT § 9.5.2.2.

the future.[84] Service wire terminations belonging to Qwest and terminated at the NID must remain in place.

In South Dakota Qwest has provisioned 1,392 NIDs in conjunction with unbundled loops. At this time, no South Dakota CLEC has requested access to a stand-alone NID. However, Qwest stands ready to meet any requests that are made.

*Summary*. Qwest complies with the NID requirements of Section 271(c)(2)(B)(iv). Qwest provides unbundled NIDs in a nondiscriminatory manner to CLECs in South Dakota. Qwest provides NIDs in a manner that affords CLECs a meaningful opportunity to compete in South Dakota. The Commission should find that Qwest satisfies these aspects of Checklist Item 4.

## V. QWEST PROVIDES LINE SPLITTING AND LOOP SPLITTING IN COMPLIANCE WITH THE FCC RULES.

Qwest complies with FCC requirements regarding access to the high frequency portion of the unbundled loop, otherwise commonly known as line sharing, and was the first ILEC in the country to offer this service. In addition, Qwest complies with FCC requirements regarding access to line splitting. These offerings are currently available to CLECs under Qwest's SGAT as well as under individually negotiated interconnection agreements.

*Types of Splitting Arrangements.* Qwest offers five types of "splitting" arrangements. The following chart identifies the various types of splitting arrangements.

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[84] SGAT § 9.5.2.1.2.

| Type Splitting | Voice/Low End | Data/High End |
|---|---|---|
| Resale | Qwest Resale Voice | Qwest Resale DSL |
| Line Sharing | Qwest Voice | CLEC DSL |
| Line Splitting | CLEC UNE-P Voice | CLEC DSL or Qwest DSL |
| Loop Splitting | CLEC Unbundled Loop | CLEC DSL |
| EEL Splitting | CLEC EEL | CLEC DSL |

Line sharing is addressed in the Affidavit of Karen A. Stewart on Emerging Services. Resale of Qwest telecommunications services is addressed in the Affidavit of Lori A. Simpson on Checklist Item 14. This affidavit addresses line, loop and EEL splitting.

*Line Splitting.* Line splitting occurs when CLECs provide an end user both the voice and data service utilizing an unbundled network element platform ("UNE-P") for voice service.[85] This can be contrasted to "line sharing," which occurs when the ILEC provides the voice service and a CLEC provides the data service.[86] Line splitting permits CLECs to offer advanced data services simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper loop. Qwest made line splitting available to CLECs on July 1, 2001; however, to date, no CLEC in the 14-state Qwest region has ordered line splitting.

*Loop Splitting.* By contrast, loop splitting is an arrangement in which Qwest plays a minor role. Loop splitting is an arrangement where a CLEC leases an

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[85] SBC Texas Order, ¶ 330.

[86] SBC Texas Order, ¶ 324.

unbundled loop from Qwest and, by itself or in partnership with a data LEC, provides both voice and data service on the same loop. Exhibit JML-LOOP-17 provides a network diagram of loop splitting. Qwest made loop splitting available to CLECs on August 3, 2001; to date, no CLEC has ordered loop splitting. To Qwest's knowledge, no other ILEC offers loop splitting.

*EEL Splitting*. EEL splitting enables a CLEC to provide both voice and data over a copper EEL facility. EEL splitting is available via the Special Request Process. To Qwest's knowledge, no other ILEC offers this service. To date, no CLEC has requested EEL Splitting.

Qwest currently provides or stands ready to provide line splitting and loop splitting to CLECs in a timely and nondiscriminatory manner across its region.

### A. Qwest Makes Line Splitting Available

The FCC recently clarified that ILECs must offer "line splitting," which means that the ILEC "must permit competing carriers providing voice service using the UNE-platform to either self-provision necessary equipment or partner with a competitive data carrier provide xDSL service on the same line."[87] Line splitting provides a CLEC with

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[87] *See* Deployment of Wireline Services Offering Advanced Telecommunications Capability; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report And Order On Reconsideration in CC Docket No. 98-147; Fourth Report And Order On Reconsideration In CC Docket No. 96-98; Third Further Notice Of Proposed Rulemaking In CC Docket No. 98-147; Sixth Further Notice Of Proposed Rulemaking in CC Docket No. 96-98, CC Docket Nos. 98-147, 96-98, FCC 01-26, 16 FCC Rcd 2101, ¶ 16 (rel. Jan. 19, 2001) ("Line Sharing Reconsideration Order").

the opportunity to offer advanced data services simultaneously with an existing UNE-P by using the frequency range above the voice band of the copper loop.[88] Since July 1, 2001, Qwest has been facilitating "line splitting" arrangements under Section 9.21 of the SGAT. Section 9.21 permits competing carriers to provide voice service using the UNE-platform to either self-provision necessary equipment or partner with a competitive data carrier to provide xDSL service on the same line, consistent with the FCC's Line Sharing Reconsideration Order.[89]

*Ordering Line Splitting*. Qwest provides CLECs with access to line splitting. under Section 9.21 of its SGAT. Qwest allows CLECs or DLECs to place POTS splitters, a device to separate the high and low frequencies of the loop, in Qwest's wire centers to provide line splitting.[90] Once POTS splitters are deployed in the central office serving the end user, the CLEC submits a Local Service Request ("LSR") to add line splitting to an existing UNE-P line. The line splitting LSR is based on industry standards promulgated by the Order and Billing Forum, a national industry forum that creates and

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88 *See* SGAT § 9.21.1.

89 Line Sharing Reconsideration Order, ¶ 16.

90 Qwest is not obligated to provide Qwest-owned POTS splitters to a CLEC or DLEC, and currently does not do so. SBC Texas Order, ¶ 327 ("The Commission has never exercised its legislative rulemaking authority under section 251(d)(2) to require incumbent LECs to provide access to the splitter, and the incumbent LECs therefore have no current obligation to make the splitter available."); Line Sharing Reconsideration Order, ¶ 25.

maintains LSR ordering guidelines. The OBF guidelines are the de facto standard for ordering.

*Customer of Record.* When a CLEC and a DLEC engage in line splitting, Qwest requires the CLEC and DLEC to determine who will be the customer of record.[91] The customer of record can be either the CLEC or the DLEC. Qwest has agreed that the party that is not the customer of record with Qwest can act as the "authorized agent" on behalf of the customer of record as long as the customer of record manages the arrangement.

*Conditioning for Line Splitting.* The CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P-POTS service.[92] To facilitate line splitting, Qwest performs requested conditioning of shared loops to remove load coils and excess bridged taps. If an end-user customer wishes to change its voice provider and still retain Qwest retail DSL, Qwest will allow a CLEC that provides service over UNE-P to retain the Qwest DSL service, although Qwest is not legally obligated to do so. The FCC clearly stated in its order approving SBC's application to provide interLATA service in Texas that under its rules "the incumbent LEC has no obligation to provide xDSL

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[91] For purposes of this section of my affidavit, the term "CLEC" refers to the voice service provider and "DLEC" refers to the advanced service provider. The CLEC and the DLEC may be the same entity.

[92] *See* SGAT § 9.21.2.1.3. In the future, additional services may be used by DLEC to the extent those services are deemed acceptable for UNE-P line splitting deployment in accordance with FCC rules. *Id.*

service over this UNE-P carrier loop."[93] The FCC recently confirmed that Qwest has no obligation to provide xDSL service when it is no longer the voice provider.[94]

*Provisioning Process*. Qwest has also developed a process flow for line splitting. Qwest follows the same process as it does for line sharing, except in the line splitting scenario the voice connection is provided by the CLEC and data transmission is provided by the DLEC. The CLEC and the DLEC may be the same entity.

*Installation Interval*. The installation interval for UNE-P-POTS with line splitting is based on the number of lines installed at the same end user premises. Just as for line sharing, the standard installation intervals are as follows:

| Number of Lines | Installation Interval (No Loop Conditioning Required) | Installation Interval (Loop Conditioning Required) |
|---|---|---|
| 1 to 8 | 3 business days | 15 business days |
| 9-16 | 3 business days | ICB |
| 17 –24 | 3 business days | ICB |
| 25 + | ICB | ICB |

*Line Splitting Scenarios.* In a collaborative process with the CLECs, Qwest has developed several scenarios to define the role of each company: Qwest, the CLEC

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93 SBC Texas Order, ¶ 330.

94 Line Sharing Reconsideration Order, ¶ 16 ("We deny, however, AT&T's request that the Commission clarify that incumbent LECs must continue to provide xDSL services in the event customers choose to obtain voice service from a competing carrier on the same line because we find that the Line Sharing Order contained no such requirement").

voice provider, and the DLEC data provider. Exhibit JML-LOOP-18 depicts these different scenarios.

**B. Qwest Makes Loop Splitting Available**

*Loop Splitting.* Line splitting can technically be provisioned using an unbundled loop. In this scenario, referred to as "loop splitting," the CLEC or the DLEC would lease the loop from Qwest and then provide the another carrier with access to the same loop. Alternatively, a single CLEC may provision both the voice and data over the same loop. The CLEC or DLEC would need to insert a POTS splitter into the loop to separate the voice and data traffic. Qwest began making loop splitting available on August 3, 2001, but has received no orders to date.

*Loop Splitting Scenarios*. In a collaborative process, Qwest and the CLECs also have developed loop splitting scenarios to identify the roles of each company: Qwest, the CLEC and the DLEC. Exhibit JML-LOOP-19 displays the different loop splitting scenarios.

*Ordering process*. There are currently no industry OBF standards for loop splitting. As a result, the collaborative efforts between Qwest and CLECs in Qwest's industry forum meetings charted new territory. Together, Qwest and CLECs developed the loop splitting process.

**C. Qwest Makes EEL Splitting Available**

*EEL Splitting*. In other states, CLECs requested that Qwest provide EEL Splitting. An EEL consists of transport between two Qwest central offices, switching and an unbundled loop. The primary purpose of an EEL is to provide CLECs with a

means to provision service without having collocation in the end user's serving wire center. The very nature of DSL service, however, requires that the end user customer be located within approximately 18,000 feet from the central office or DSLAM. Therefore, in an EEL splitting scenario, the two central offices and the customer's premises would all need to be within approximately a three-mile radius to provide service.

Because of this restriction, Qwest did not view EEL splitting as a viable or high demand form of splitting. When Qwest asked CLECs for information on their foreseeable demand for EEL splitting, no CLEC provided information. CLECs have opposed Qwest's provision of this service on a special request basis, arguing that because it is technically feasible to split the EEL at the serving wire center and then provision the DSL service, Qwest should provide EEL splitting as a standard product. If splitting occurs in this manner, however, then it is loop splitting with added unbundled dedicated interoffice transport. Additionally, as Ms. Stewart testifies in her Affidavit on Checklist Item 2, access to unbundled network elements, there are no EELs in service in South Dakota. Qwest is required to offer products to meet current or "reasonably foreseeable" demand for the product.[95] Qwest is not aware of any demand for EEL splitting. Nevertheless, Qwest has agreed to provide CLECs the ability to request EEL

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[95] SBC Texas Order, ¶ 98; BellSouth Louisiana II Order, ¶¶ 108, 116, 139.

splitting using the Special Request Process. If demand develops to a point where a standard product offering is warranted, Qwest will establish a standard offering.

*Summary.* Qwest provides CLECs with the ability to share a UNE-P arrangement for the purposes of providing voice and data. Qwest also has implemented loop splitting. Qwest's SGAT demonstrates that Qwest has a concrete legal obligation to make line and loop splitting available to CLECs. Qwest has developed processes and procedures to provide line and loop splitting, and Qwest stands ready to provide South Dakota CLECs with these services. Qwest will also provide EEL splitting according to the Special Request Process. For these reasons, Qwest provides line splitting and loop splitting in accordance with FCC requirements

## VI. SUMMARY AND CONCLUSION

As demonstrated in this affidavit, Qwest provides CLECs with nondiscriminatory access to unbundled loops, including NIDs and line splitting, in compliance with Sections 251 and 271 of the 1996 Act and the FCC's requirements thereunder. The Commission should find that Qwest satisfies Checklist Item 4 of Section 271 of the Act in South Dakota

# CONTINUATION

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Being first duly sworn upon oath, I, Jean Liston, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 4th day of October, 2001.

[Jean Liston]

STATE OF WASHINGTON

COUNTY OF KING

Subscribed and sworn to before me this 4th day of October, 2001.

Notary Public

My Commission Expires:

Dec 17, 2003

Notary Public
State of Washington
JANE M. KOENIG
My Appointment Expires Dec 17, 2003

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET TC 01- |

# QWEST CORPORATION'S

# EXHIBITS to the AFFIDAVIT

# OF

# JEAN M. LISTON

## CHECKLIST ITEM 4 – UNBUNDLED LOOPS, NIDs and LINE SPLITTING

October 24, 2001

# INDEX TO EXHIBITS

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|---|---|
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| Summary of All Loop Qualification Tools | JML-LOOP-2 |
| Excerpt from ROC Master Test Plan | JML-LOOP-3 |
| OP4 ROC TAG Changes | JML-LOOP-4 |
| Unbundled Loop Provisioning Process and Task List | JML-LOOP-5 |
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| Loop Splitting Scenarios | JML-LOOP-19 |

## QUALIFICATIONS OF JEAN M. LISTON

My name is Jean M. Liston. My business address is 1600 Seventh Avenue, Room 3003, Seattle, WA. 98191. I am a Director, Public Policy and Law, at Qwest Corporation ("Qwest"). I am the 271 Director responsible for Checklist Item 4 – Unbundled Loops. In that position, I am a member of the Qwest Unbundled Loop Process Team and have the responsibility to represent Qwest in formal 271 proceedings which are associated with unbundled loops, including xDSL compatible loops, Network Interface Devices ("NIDs") and line splitting.

My formal education includes a Bachelor of Arts degree in mathematics from Kean College in New Jersey and a Masters of Science in Business from Steven's Institute of Technology in Hoboken, New Jersey.

In 1977, I was hired as a member of the technical staff at Bell Laboratories. In 1981, I accepted a transfer to Pacific Bell Northwest and have worked for Qwest and its predecessor companies (including U S WEST Communications, Inc. and Pacific Bell Northwest) since then. My work has included various staff and line positions in the Network Services organization, in retail marketing, in regulatory product and pricing strategy, and in witness support. In these roles, I have testified before the Wyoming Commission in the areas of Extended Area Service and long distance service.

For the past three years, I have been involved with 271 issues. For two years I was a witness support manager in the areas of resale, public interest and unbundled loops. My experience has allowed me to develop an expertise in several Section 271

checklist items, including unbundled loops. For the past year I have served as the 271 witness for unbundled loops, line splitting, and NIDs. In these roles I have worked closely with the Qwest wholesale organization to develop and implement the procedures set forth in this affidavit. I have testified in the Section 271 workshops and hearings in Colorado, Arizona, Oregon, and Washington, and in the multi-state proceeding involving state commissions from Idaho, Iowa, Montana, New Mexico, North Dakota, Utah and Wyoming. Each of these workshop processes was collaborative, conducted on an open basis with full, active and equal participation by competitive local exchange carriers ("CLECs") and state commission staffs.

# Loop Make-Up Information

## Background

In early 1999 Qwest began the development process of an IMA/EDI Loop Qualification Tool. The IMA 4.2 Release in October 1999 included the pre-order ADSL Loop Qualification Tool. At the time the tool was released there were approximately 6,000 xDSL loops in service in all 14 states of Qwest territory.

In December1999 Rhythms filed a CICMP user request to upgrade the ADSL Qualification Tool to include additional loop make-up information. The CLEC community prioritized the request as non-critical and the upgrade was scheduled for IMA Release 6.0. Additionally, Qwest agreed to deploy a bulk wire-center raw loop data report in July of 2000.

All of this activity took place prior to the FCC UNE Remand[1] mandating that LECs provide loop make-up information and placing the qualification responsibility on the CLECs. As promised Qwest deployed the wire center tool in July and the IMA raw Loop Data Tool in IMA Release 6.0 in December 2000.

[1] FCC UNE Remand at § 427

In addition IMA also has a pre-order transaction for POTS to Unbundled Loop conversions. Supplementing the tools specifically for unbundled loops, the CLECs have access via IMA/EDI pre-order functions to perform a MegaBit Qualification and an ADSL Qualification. Although these tools were established primarily for resale purposes, the CLECs can use them for additional information.

## The Tools

As mentioned there are five electronic tools available to the CLECs, see Exhibit JML-LOOP-2a. I will review each one separately.

### ADSL Loop Qualification Tool

- Access via an IMA/EDI pre-order transaction.
- One telephone number or street address per request, Exhibit JML-LOOP-2b is a copy of the IMA request screen.
- The data sources include LFACS and PREMIS.
- The CLECs have the option of qualifying working telephone number or address and can also request a search for multiple lines.
- If the CLECs check "Qualify working telephone numbers", they will receive the loop make-up for the working service. If the CLEC asked for multiple lines then the system will look for lines to the specified address.
- If the CLECs do not check "Qualify working telephone numbers", the system will look for "spare" facilities that qualify for ADSL.
- The qualification process uses ANSI ADSL standards and provides CLECs with a "Y" or "N" indicator to say "yes" the loop qualifies for ADSL or "no" it does not. Exhibit JML-LOOP-2c is a copy of the ADSL Response screen.
- The response screen also provides the following loop make-up: Telephone number or circuit id, if the system is returning spare information it will have a fictitious circuit id, Loop length, bridge tap length, the type of facility- copper or pair gain, the load type and the insertion loss calculated at 196 kilohertz frequency with 135 ohm termination

**Wire Center Raw Loop Data Tool**

- Access via www.ecom.uswest.com and a digital certificate. Exhibit JML-LOOP-2d is a copy of the product announcement that describes how to obtain the digital certificate and down loaded the wire center information.
- One wire center at a time can be selected from the alphabetized list of CLLI codes.
- The data source is the Loop Qualification database, the same database used to qualify Qwest retail customers for DSL services.
- The CLECs have access to working lines and non-working telephone numbers.
- The data is in an ASCII text file that is comma delimited and can be downloaded into the CLEC's database or files.
- The loop make-up information includes: Wire Center CLLI Code, Cable Name, Pair Name, Terminal Address, MLT Distance, Segment (F1, F2), Sub Segment (1 of F1), Segment Length, Segment Gauge, Bridge Tap length by segment, Bridge Tap Offset Distance, Load Coil Type, and Pair Gain Type.

**IMA Raw Loop Data Tool**

- Access via a pre-order IMA/EDI transaction.
- There query options are available: telephone number, assigned address or unassigned address
- Up to 24 Telephone numbers or 1 Assigned or Unassigned address can be requested at one time.
- If an address is chosen IMA will show raw loop data for up to 24 circuits that are associated with that address, working or non-working. Exhibit JML-LOOP-2e is a copy of the Telephone number, the Address, and the Unassigned Address screen requests.
- The data source is the Loop Qualification database, the same dabase used for Qwest DSL qualification.
- The CLECs have access to working telephone numbers and spare facilities.
    - Exhibit JML-LOOP-2f is a copy of the response screens. The RLD tool provides the CLECs with the following loop make-up information: Wire Center CLLI Code, Cable Name, Pair Name, Terminal Address, MLT Distance, Segment (F1, F2), Sub Segment (1 of F1), Segment Length, Segment Gauge, Bridge Tap length by segment, Bridge Tap Offset Distance, Load Coil Type, number of loads and Pair Gain Type.

Exhibit JML-LOOP-2g is a chart that displays the differences in the three unbundled loop tools. As previously mentioned there are two additional IMA tools: the MegaBit Qualification and ISDN Qualification pre-order transactions.

**Convert POTS to Unbundled Loop**

- Access via an IMA /EDI pre-order transaction.
- Requires address
- The data source is LFACS and PREMIS
- The response screen indicates if the facilities are served on Copper or Pair Gain and the "loading" of the facility. Exhibit JML-LOOP-2h is a copy of the response screen.

**MegaBit Qualification**

- Access via an IMA /EDI pre-order transaction.
- Requires address or telephone number.
- The data source is Loop Qualification database.
- The response screen provides a "Y" or "N", yes or no, for MegaBit and MegaBit Select. If a "N(o)" response is returned a short explanation is provided such as does not qualify: pair gain. Exhibit JML-LOOP-2i is a copy of the response screen.
- This tool mirrors the Qwest retail tool for MegaBit qualifications. The CLECs receive the same messages as the Qwest retail channel receives.

**ISDN Qualification**

- Access via an IMA /EDI pre-order transaction.
- Request by address.
- CLEC has the ability to ask for multiple lines.
- This tool looks for available ISDN facilities.
- The response screen will display the number of facilities found. If ISDN capable facilities were found the Description field will indicate qualified facilities found,

including information regarding pair gain, if applicable. Exhibit JML- LOOP-2j is a copy of the response screen.

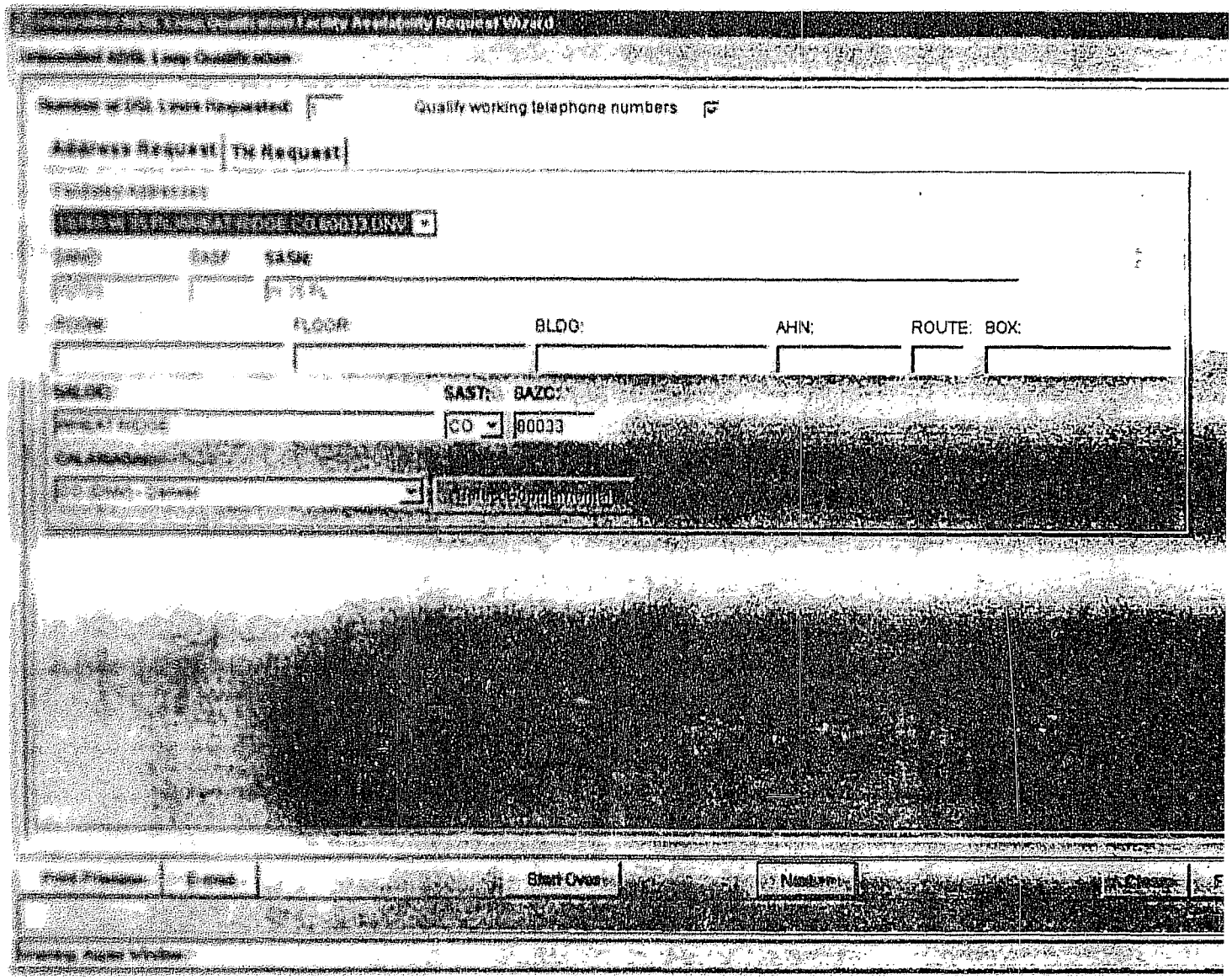
# Loop Make-up and Qualification Tools

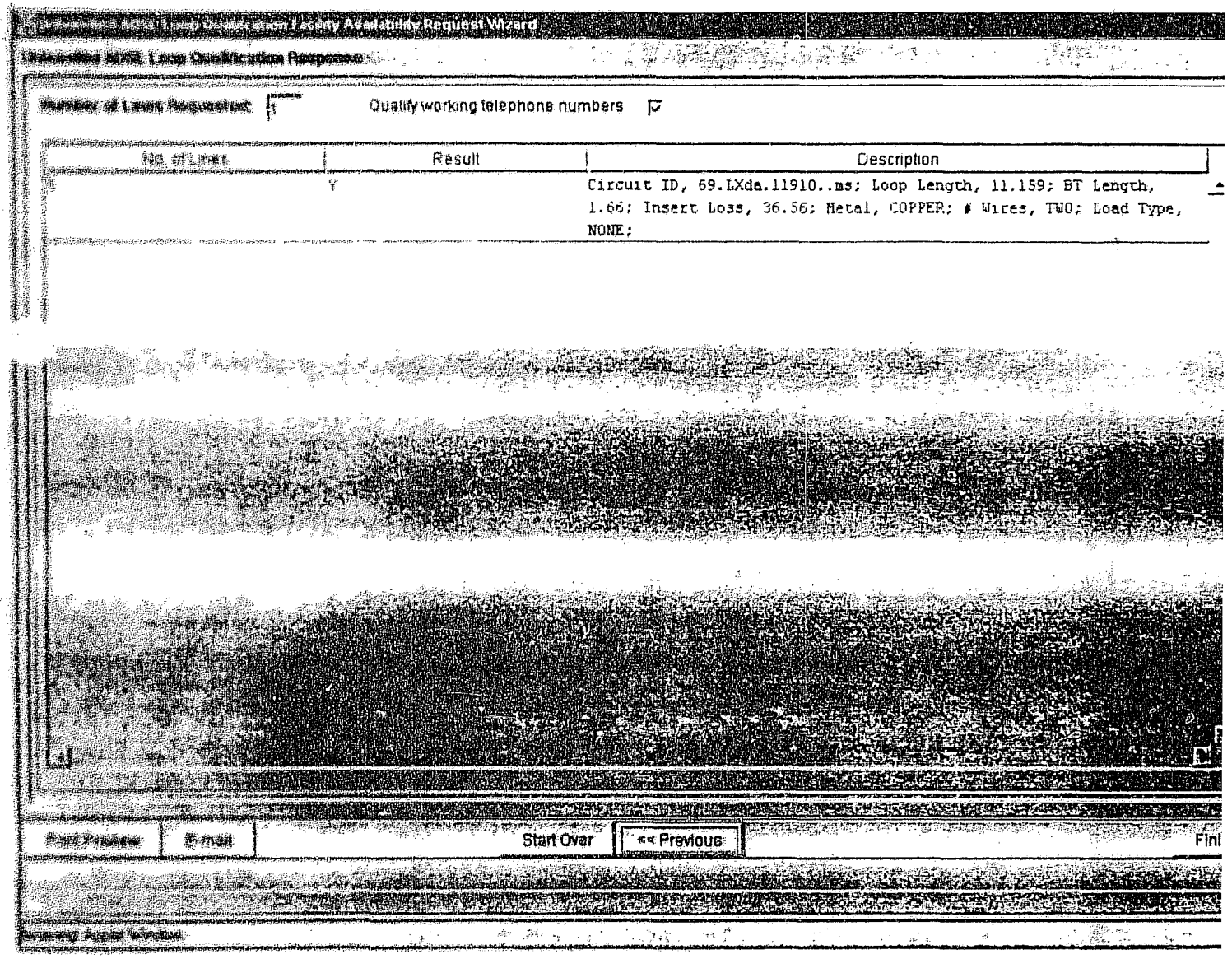
| IMA/EDI Pre-order Tools | M[1] | Q[2] | IMA Rel |
|---|---|---|---|
| ADSL Loop Qualification | X | X | 4.2 |
| Raw Loop Data Tool (RLD) | X | | 6.0 |
| Convert POTS to UB Loop | * | | |
| MegaBit Qualification | * | X | 5.0 |
| ISDN Qualification | | X | 6.0 |

| Web-based – ecom | M | Q | Date |
|---|---|---|---|
| Wire Center Raw Loop Data | X | | 7/00 |

* Provides limited information.

M = Loop Make-up
Q= Qualification


Qualify working telephone numbers
BLDG:
AHN:
ROUTE:
BOX:
SAST:
BAZC:
CO
00033
Start Over


Qualify working telephone numbers
No. of Lines
Result
Description
Circuit ID, 69.LXda.11910..ms; Loop Length, 11.159; BT Length, 1.66; Insert Loss, 36.56; Metal, COPPER; # Wires, TWO; Load Type, NONE;
Start Over
<< Previous

**SUBJECT: Raw Loop Data (RLD) Tool**

**Target Audience: CLEC**

Qwest is please to announce the availability of Raw Loop Data (RLD). Following are the specifics regarding this data and it's availability to you.

PRODUCT DEFINITION
The RLD tool provides data in bulk format to the Co-Providers about loop make-up characteristics at the wire center level. The data includes CLLI code, load coil, bridged tap, wire gauge, cable and pair make-up, and similar information on a loop-by-loop basis.

A web-site maintained by Qwest is available where Co-Providers may access the RLD tool. To gain access to the web-site, Co-Providers must obtain a digital certificate associated with the RLD process from Qwest. The RLD tool is presented in an ASCII text file and can be downloaded to an Excel format or database built by the Co-Provider. Once you have obtained the digital certificate the RLD data will be available through the following web-site: http://ecom.uswest.com.

Data available via the RLD tool will be loaded/refreshed every month on a wire center basis. There will be approximately 60-wire centers loaded/refreshed each business day with a 20-business day cycle to load/refresh the data for all of Qwest's wire centers.

All information referenced will be provided as is, with any errors and omissions that exist in Qwest's records. Co-Providers may access the RLD tool 7 days a week, 24 hours a day, and is available immediately to Co-Providers as they become eligible with a digital certificate.

Qwest will provide the following data via the RLD tool:

DATA FIELDS:
- Telephone Number
- Wire Center CLLI Code
- Cable Name
- Pair Name
- Terminal Address
- Segment (e.g. F1, F2, etc.)
- Sub Segment (e.g. segment 1 of F1)
- Segment Length
- Gauge
- Bridge-Tap Length
- Length Units
- Bridge-Tap Offset Distance
- Load Coil Type
- Pair Gain
- Composition of loop
- MLT Distance
- House Number
- Street
- Unit
- Floor
- Building
- Community (e.g., City)
- State Code

RAW DATA EXAMPLE:

The RLD tool contains the following data entries. If a specific data item is not available or does not pertain to a particular loop, then the field entry will be blank. For instance, if the loop only consists of F1 and F2, then the entry fields that correspond to F3 through F9 would be empty. Commas separate field entries and an empty field is designated by no spaces or entries.

FILE_CREATION_DATE,WIRE_CENTER_CLLI,TELEPHONE_NUMBER,F1_CABLE_NAME,F2_CABLE_NAME,F3_CABLE_NAME,F4_CABLE_NAME,F5_CABLE_NAME,F6_CABLE_NAME,F7_CABLE_NAME,F8_CABLE_NAME,F9_CABLE_NAME,F1_PAIR_NUMBER,F2_PAIR_NUMBER,F3_PAIR_NUMBER,F4_PAIR_NUMBER,F5_PAIR_NUMBER,F6_PAIR_NUMBER,F7_PAIR_NUMBER,F8_PAIR_NUMBER,F9_PAIR_NUMBER,F1_TERMINAL_ID,F2_TERMINAL_ID,F3_TERMINAL_ID,F4_TERMINAL_ID,F5_TERMINAL_ID,F6_TERMINAL_ID,F7_TERMINAL_ID,F8_TERMINAL_ID,F9_TERMINAL_ID,F1_MAKE_UP_DESC,F2_MAKE_UP_DESC,F3_MAKE_UP_DESC,F4_MAKE_UP_DESC,F5_MAKE_UP_DESC,F6_MAKE_UP_DESC,F7_MAKE_UP_DESC,F8_MAKE_UP_DESC,F9_MAKE_UP_DESC,F1_BRIDGE_TAP_OFFSET_DESC,F2_BRIDGE_TAP_OFFSET_DESC,F3_BRIDGE_TAP_OFFSET_DESC,F4_BRIDGE_TAP_OFFSET_DESC,F5_BRIDGE_TAP_OFFSET_DESC,F6_BRIDGE_TAP_OFFSET_DESC,F7_BRIDGE_TAP_OFFSET_DESC,F8_BRIDGE_TAP_OFFSET_DESC,F9_BRIDGE_TAP_OFFSET_DESC,F1_LOAD_COIL_TYPE,F2_LOAD_COIL_TYPE,F3_LOAD_COIL_TYPE,F4_LOAD_COIL_TYPE,F5_LOAD_COIL_TYPE,F6_LOAD_COIL_TYPE,F7_LOAD_COIL_TYPE,F8_LOAD_COIL_TYPE,F9_LOAD_COIL_TYPE,F1_PAIR_GAIN_TYPE,F2_PAIR_GAIN_TYPE,F3_PAIR_GAIN_TYPE,F4_PAIR_GAIN_TYPE,F5_PAIR_GAIN_TYPE,F6_PAIR_GAIN_TYPE,F7_PAIR_GAIN_TYPE,F8_PAIR_GAIN_TYPE,F9_PAIR_GAIN_TYPE,MLT_DISTANCE,HOUSE_NUMBER,STREET_NAME,UNIT,FLOOR,BUILDING,COMMUNITY,STATE_CODE

The loop make-up txt file would appear as follows, the commas separate the fields:

- 06-19-2000,CHNDAZMA,,25,1330P,,,,,,,,1086,773,,,,,,,,X 1330 W PALO VERDE DR,F 1843 W ALAMO DR,,,,,,,24NL 23.810kf ,24NL 7.016kf,,,,,,,,,,,,,,,,H88,,,,,,,,NO_PG,NO_PG,,,,,,,34800,1846,W ALAMO DR,,,,,
- 06-19-2000,CHNDAZMA,,25,1330P,,,,,,,,1086,773,,,,,,,,X 1330 W PALO VERDE DR,F 1843 W ALAMO DR,,,,,,,,24NL 7.016kf,,,,,,,,,,,,,,,,H88,,,,,,,,NO_PG,NO_PG,,,,,,,34800,1846,W ALAMO DR,,,,,
- 06-19-2000,CHNDAZMA,,IPG1,1960D,,,,,,,,1825,355,,,,,,,,X 1960 N DOBSON RD,2019 W LEMON TREE PL 1174,,,,,,,,26NL 0.760kf 19NL 0.020kf ,26NL0.165kf 24NL 0.802kf,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,ISLC96,NO_PG,,,,,,,,2019,W LEMON TREE PL,1174,,,,

Data from the RLD tool can be downloaded into an Excel spreadsheet or a database provided by the Co-Provider. The format of the text files will remain constant.

ACCESSING THE RLD TOOL FOR LOOP MAKE-UP INFORMATION

The following is the process Co-Providers must follow to gain access to the web-site where the RLD tool resides.

1. To access the bulk wire center loop make-up data, the Co-Provider must have a digital certificate. A digital certificate is required for each Co-Provider employee that will be requesting the loop make-up data. If a Co-Provider employee does not currently have a digital certificate, they can obtain one by requesting an id from their Account Manager.

2. The Co-Provider must provide their Account Manager with the names and telephone numbers of their employees who will be accessing the loop make-up files. The employees' e-mail address is optional.

3. The Account Manager must establish the necessary permissions for the Co-Provider to access the loop make-up files.

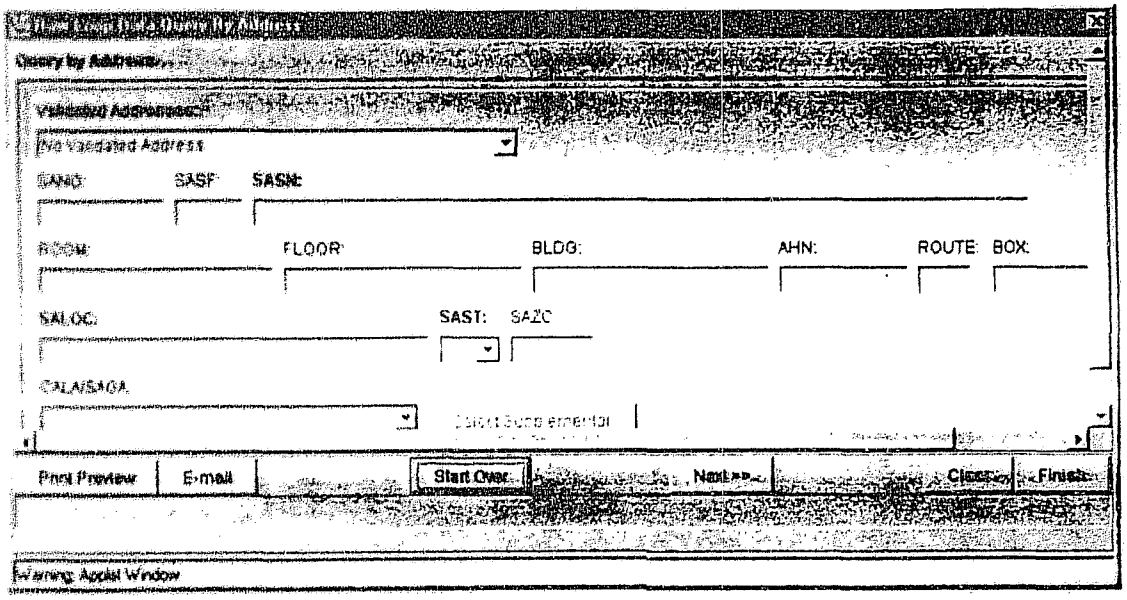
4. Once the permissions are established, the Co-Provider employees can access the loop make-up data by accessing http://ecom.uswest.com and then clicking on the " Get a Certificate" link. (NOTE: When the Co-Provider employee does subsequent log ins, they will choose the "I Have a Certificate" link.) This will display all of the sites available to that Co-Provider employee including the Raw Loop Data, "rld", site.

5. Click on the Raw Loop Data site and a list of all the Qwest wire centers in alphabetical order by CLLI will be returned.

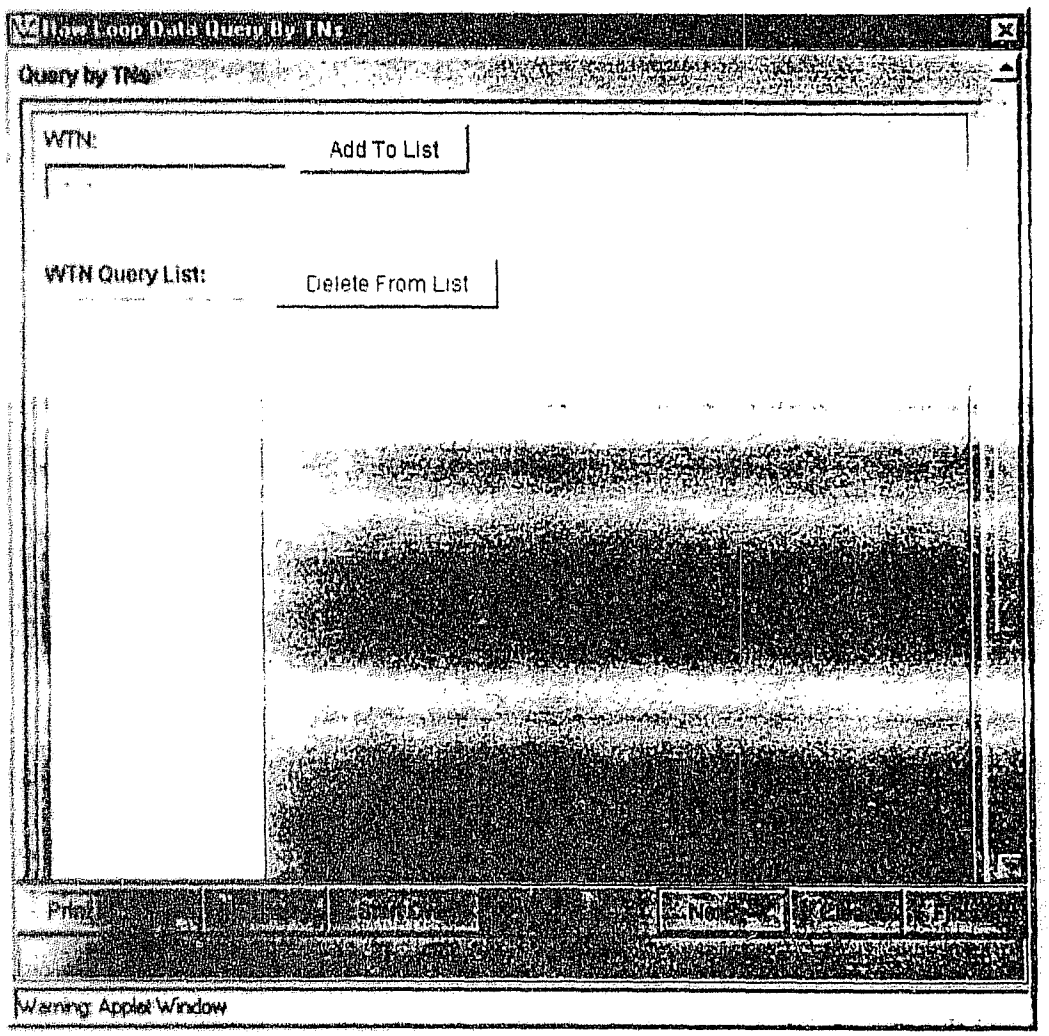
6. Click on the desired CLLI and the raw data file for that wire center will be returned.

7. The file is an ASCII text file that can be downloaded by "cut" and "paste" commands. The Co-Providers can download and save the files according to their preferences.

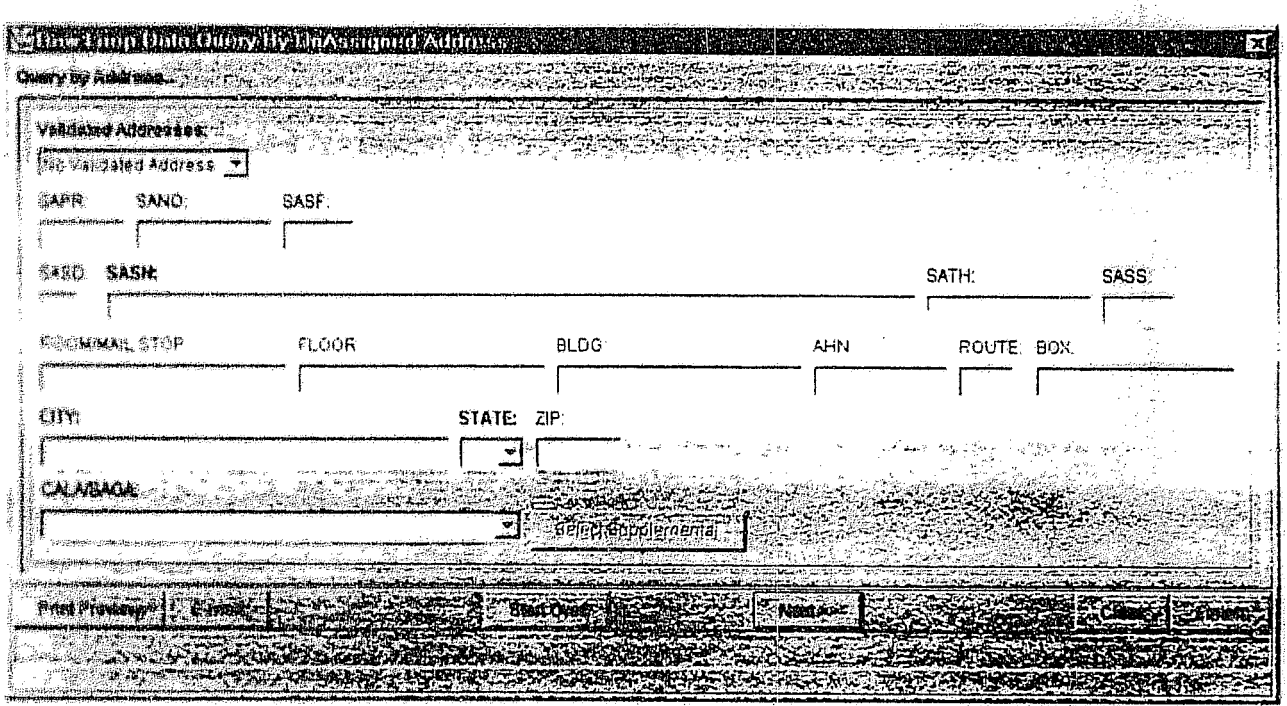
# Raw Loop Data Query By Address



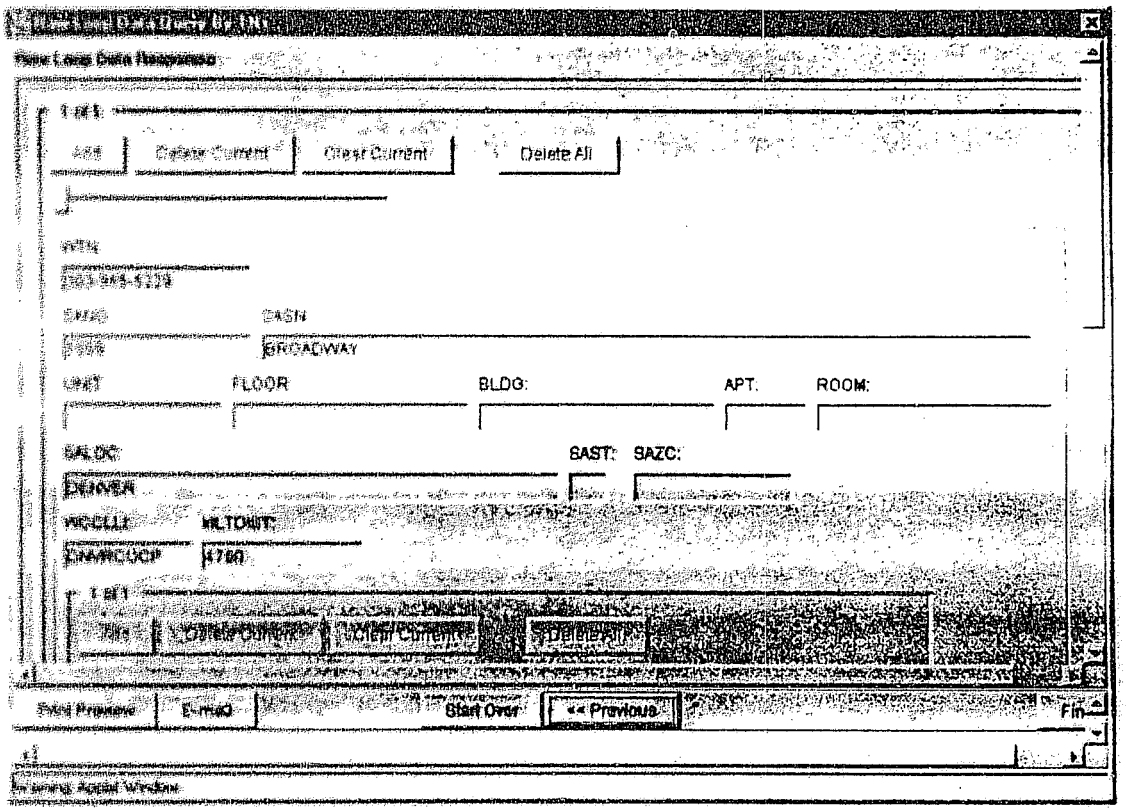
# Raw Loop Data Query By Telephone Number



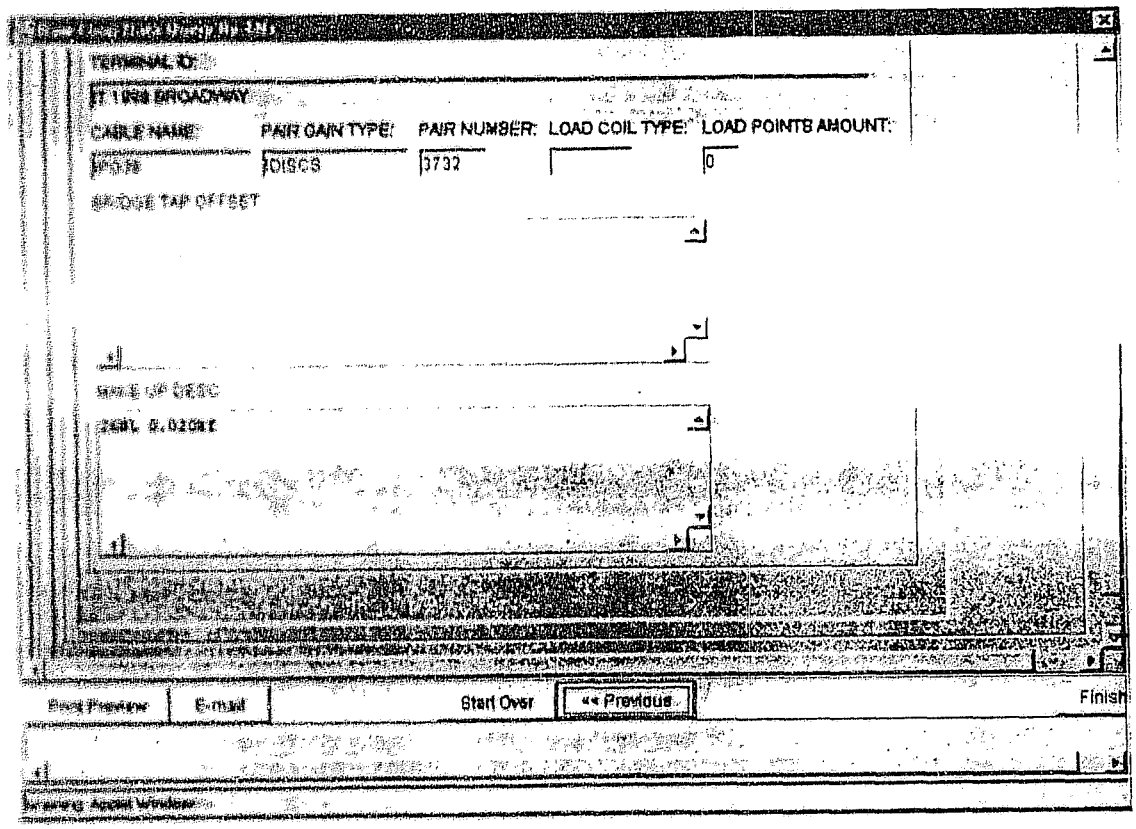
# Raw Loop Data Query By Unassigned Address



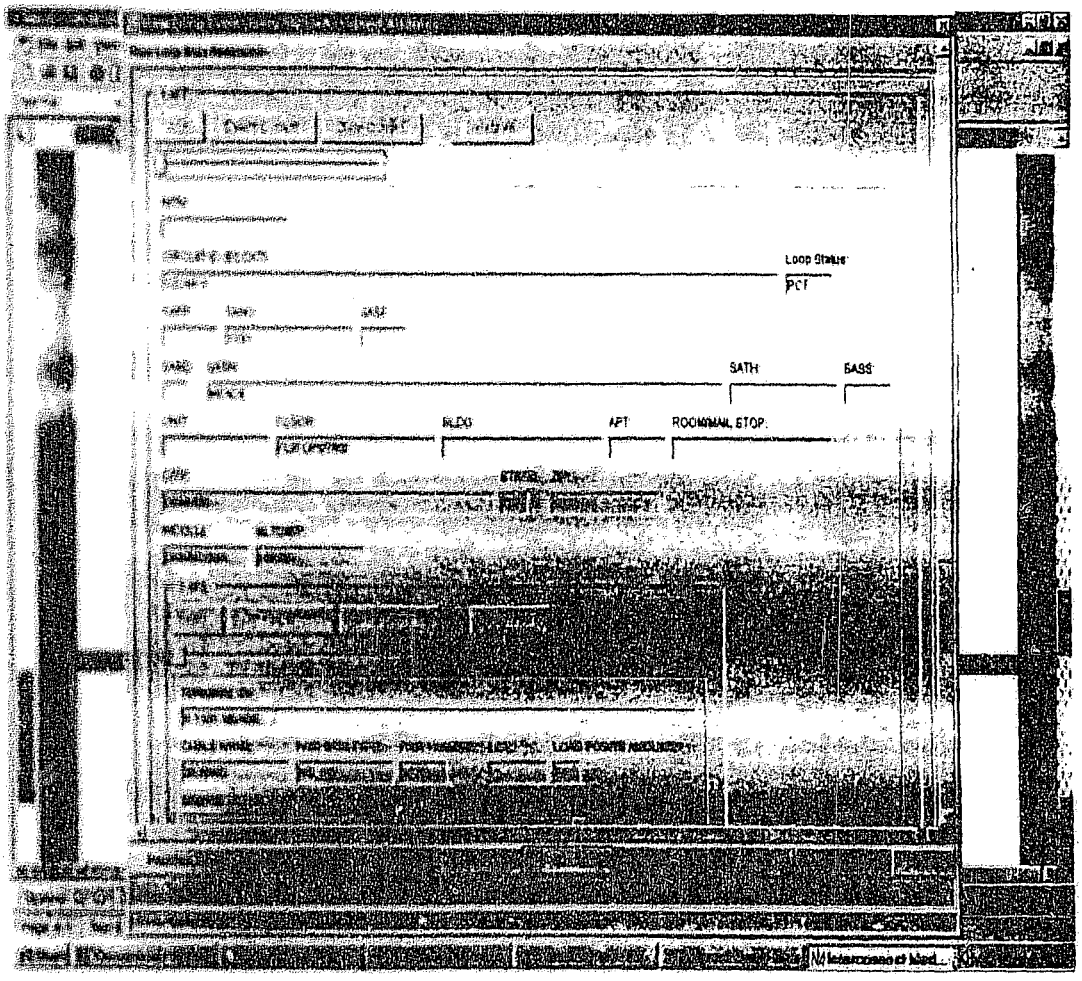
# Loop Raw Data Response Screens



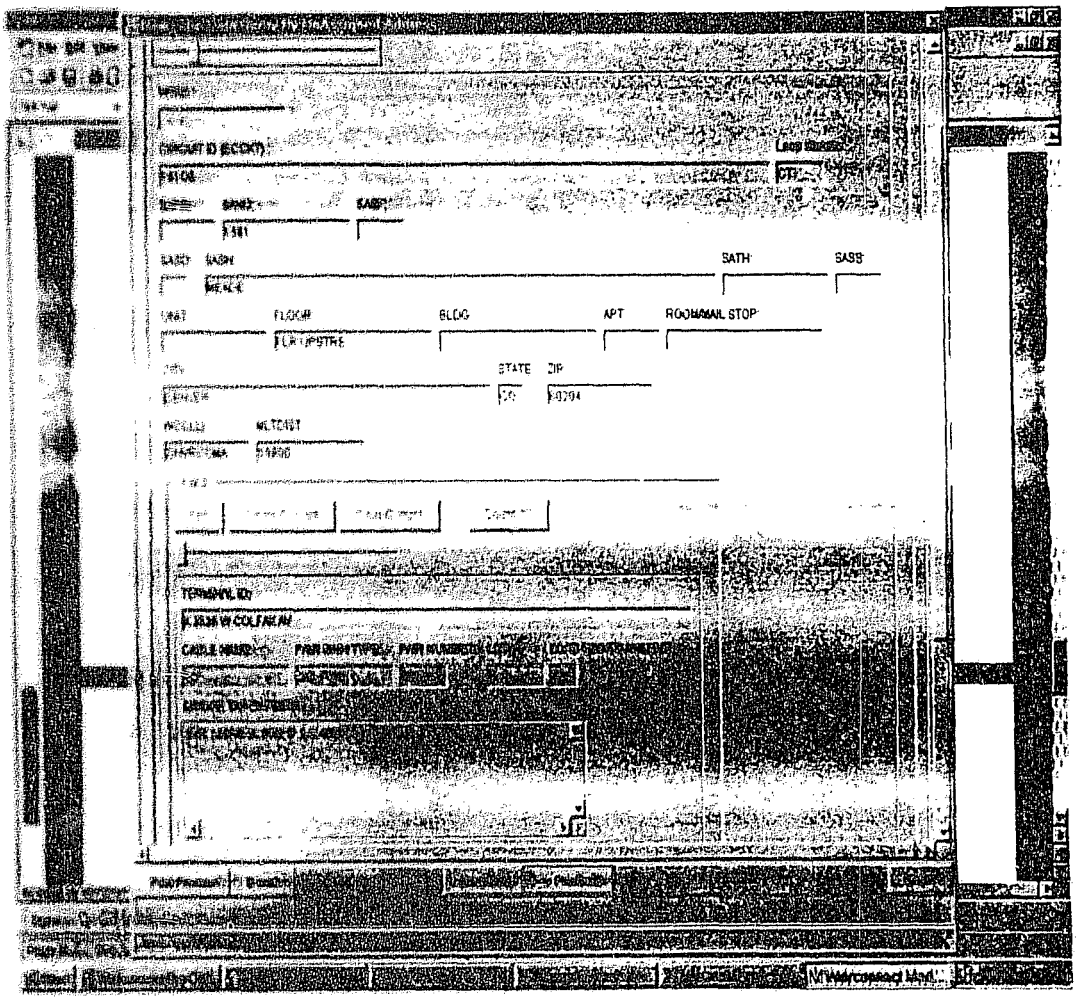
# Loop Raw Data Response Screens



Raw Loop Data Unassigned By Address Response Screen



Raw Loop Data Unassigned By Address Response Screen



# Loop Make-Up Tools

| | RAW LOOP DATA TOOL By TN / ADDRS | RAW LOOP DATA TOOL By Wire Center | ADSL LOOP QUAL TOOL By TN / ADDRs |
|---|---|---|---|
| TOOL SOURCE | Via IMA | Via ecom Web Site | Via IMA |
| DATA Source | Loop Qual Database | Loop Qual Database | LFACS, PREMIS |
| Date Made Available | December 2000 IMA Release 6.0 | July 2000 | October 1999 IMA Release 4.2 |
| Data Available | Includes existing service | Includes existing service | Includes working TNs and spare facilities |
| Request Type | Up to 24 TNs or 1 address per request | Alphabetized Wire Center selection | 1 TN or address per request |
| Loop Make-Up | | | |
| | Telephone Number | Telephone Number | Telephone Number or CKT ID |
| | Wire Center CLLI Code | Wire Center CLLI Code | |
| | Cable Name | Cable Name | |
| | Pair Name | Pair Name | |
| | Terminal Address | Terminal Address | The Number of Wires. |
| | MLT Distance and segment lengths | MLT Distance and segment lengths | Loop Length in kilofeet. |
| | Composition of Loop | Composition of Loop | Copper or Pain Gain. |
| | Load Coil Type | Load Coil Type | The Loop Load |
| | Pair Gain Type | Pair Gain Type | |
| | Segment (F1, F2) | Segment (F1, F2) | |
| | Sub Segment (1 of F1) | Sub Segment (1 of F1) | |
| | Segment Length | Segment Length | |
| | Segment Gauge | Segment Gauge | |
| | Bridge Tap Length by segment | Bridge Tap Length | Bridge-tap Length in kilofeet. |
| | Bridge Tap Offset Distance | Bridge Tap Offset Distance | Insertion Loss |

# Convert POTS to Unbundled Loop Request

Loop Characteristic: **D - Does not matter**

## Address Request

Validated Addresses:

**14545 SE 56TH,
BELLEVUE
WA,98006,BLVU**

SAPR: SANO: **14545** SASF:

SASD: **SE** SASN: **56TH** SATH: SASS:

ROOM: FLOOR: BLDG: AHN: ROUTE: BOX:

SALOC: **BELLEVUE** SAST: **WA** SAZC: **98006**

CALA/SAGA: **WA (BLVU) - Bellevue and NW Washington**

## TN Request

Telephone No.: **425-643-1526**

Zip Code: **98006**

CALA/SAGA: **WA (BLVU) - Bellevue and NW Washington**

## Circuit ID Request

Circuit ID:

Local Service Office: **425641**

Zip Code: 98006

CALA/SAGA: WA (BLVU) - Bellevue and NW Washington

# Convert POTS to Unbundled Loop Response

Number Of Lines: 2

| Circuit Id | Served On | Loading | Can be Moved to |
|---|---|---|---|
| 425 373-1872 | COPPER | LOADED | No Move Required |
| 425 643-1526 | COPPER | NONE | No Move Required |

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# MegaBit Facilities Request

TN: **425-643-1526**

Validated Addresses:

**14545 SE 56TH, BELLEVUE WA,98006,BLVU**

| SAPR: | SANO: | SASF: | | | |
|---|---|---|---|---|---|
| | **14545** | | | | |
| SASD: | SASN: | | | SATH: | SASS: |
| **SE** | **56TH** | | | | |
| ROOM: | FLOOR: | BLDG: | AHN: | ROUTE: | BOX: |

| SALOC: | SAST: | SAZC: |
|---|---|---|
| **BELLEVUE** | **WA** | **98006** |

CALA/SAGA:

**WA (BLVU) - Bellevue and NW Washington**

# MegaBit Facility Response

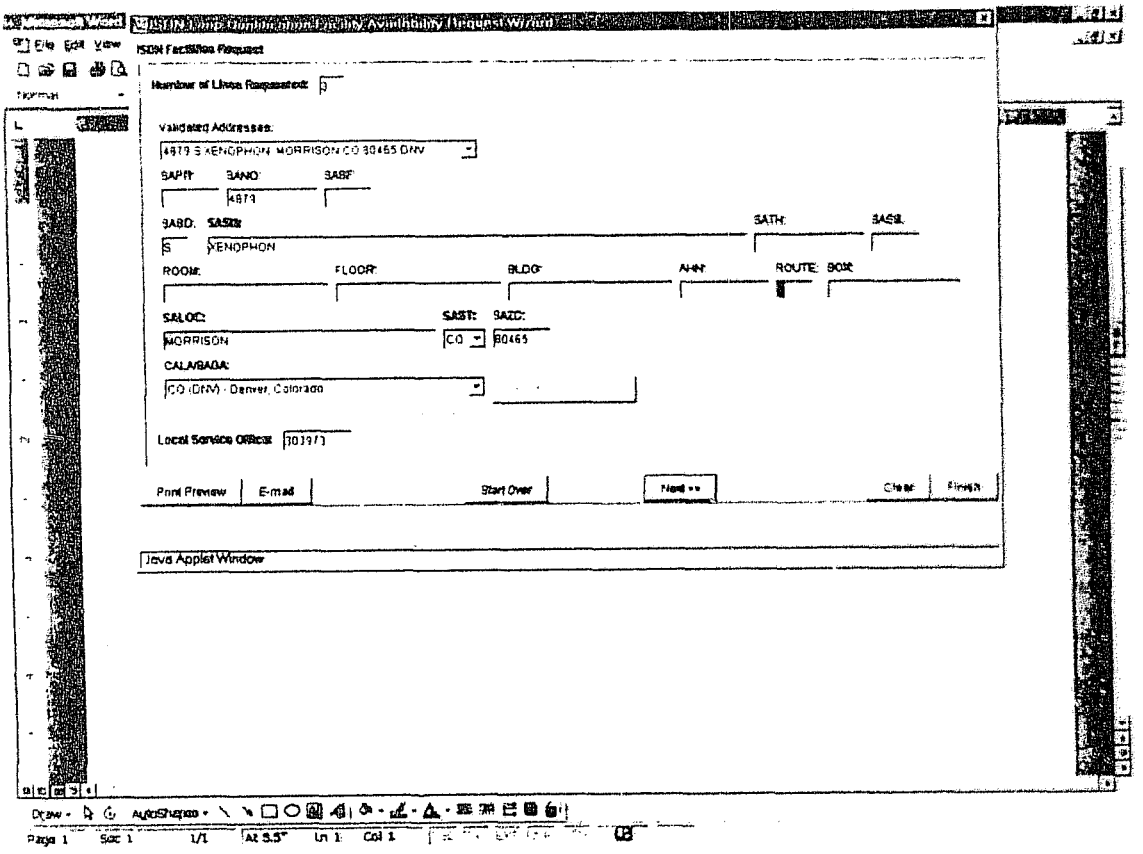
TN: **425-643-1526**

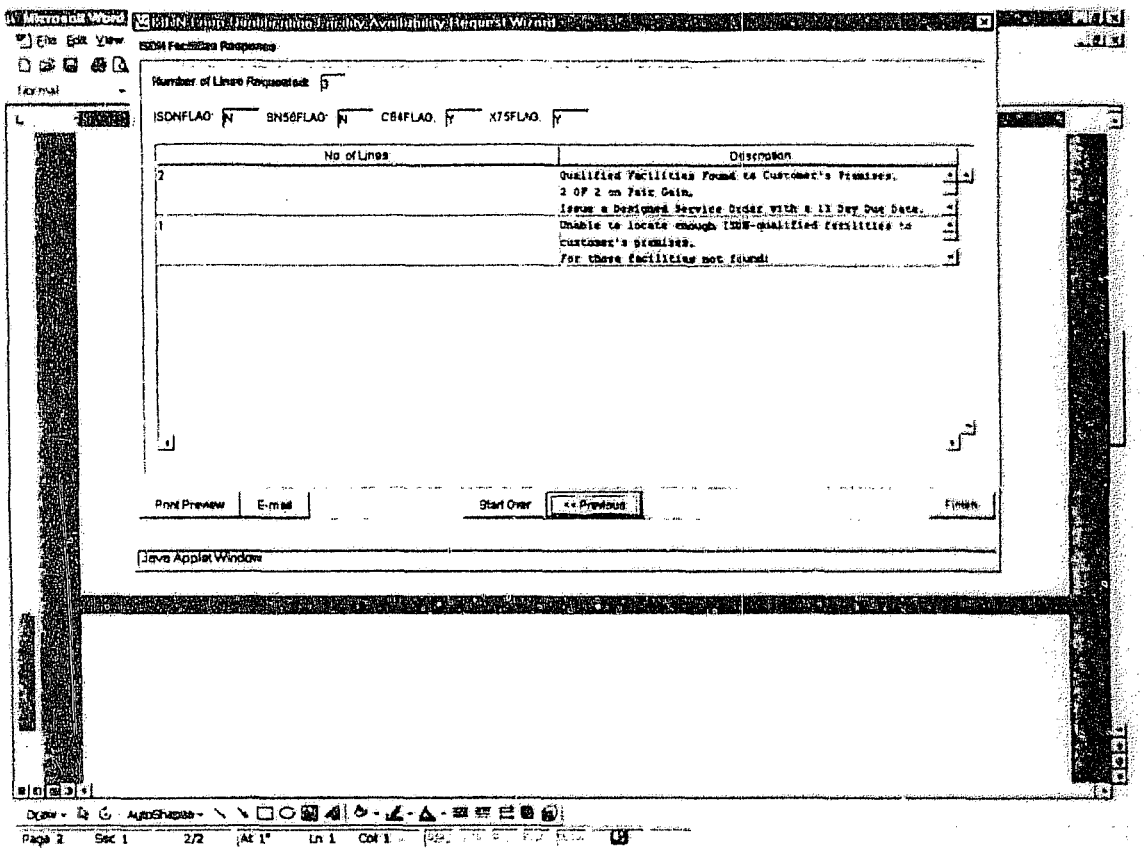
| qualified | megaBitType | MegaBitServices | Reason |
|---|---|---|---|
| N | MegaBit | | Loop does not qualify for MegaBit Service: insertion loss is too high. |
| N | MegaBit Select | | Loop does not qualify for MegaBit Service: insertion loss is too high. |

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ISDN Facilities Request
Number of Lines Requested:
Validated Addresses:
4879 S XENOPHON MORRISON CO 80465 DNV
SAPF:
SANO:
4879
SABF:
SABD:
S
SASN:
XENOPHON
SATH:
SASB:
ROOM:
FLOOR:
BLDG:
AHN:
ROUTE:
BOX:
SALOC:
MORRISON
SAST:
CO
SAZC:
80465
CALAVADA:
CO (DNV) - Denver, Colorado
Local Service Office:
Print Preview
E-mail
Start Over
Next >>
Clear
Finish
Java Applet Window


ISDN Loop Qualification Facility Availability Request Wizard
ISDN Facilities Response
Number of Lines Requested: 3
ISDNFLAG: N
BN56FLAG: N
CB4FLAG: Y
X75FLAG: Y
No of Lines
Description
2
Qualified Facilities Found at Customer's Premises.
2 OF 2 on Pair Gain.
Issue a Designed Service Order with a 13 Day Due Date.
1
Unable to locate enough ISDN-qualified facilities at customer's premises.
For these facilities not found:
Print Preview
E-mail
Start Over
<< Previous
Finish
Java Applet Window

The Regional Oversight Comm...tee (ROC) 3rd Party Test

# Qwest
# OSS Evaluation Project
# Master Test Plan

**Final Release**

**Version 3.1**

**Submitted by:**

kpmg ***Consulting***

**November 17, 2000**

466

17. Final report

### *12.7 Loop Qualification Process "Parity by Design" Evaluation*

In addition to the above elements of this POP Functionality test, KPMG Consulting will perform an evaluation of the Loop Qualification process Qwest provides to wholesale customers compared to the Loop Qualification process it provides to its own retail customers to determine if parity exists in the design, implementation and use thereof. This evaluation will examine the wholesale and retail end-to-end processes, the results of the same queries made to the two processes, and all additional avenues of follow-up or recourse available to either wholesale or retail operations or both. This evaluation should answer the following questions:

- Does a wholesale loop qualification transaction result in the same information as a retail transaction for the same loop?
- Does the loop qualification information come from the same database (directly or indirectly) with the same frequency of update?
- Are the wholesale responses returned in accordance with benchmarks set?
- Are any differences in the sub-processes or remedial options available in the retail loop qualification process versus the wholesale process?

### *12.8 POP Manual Order Processing Evaluation*

#### *12.8.1 Description*

The POP Manual Order Processing Evaluation is a comprehensive review of the methods and procedures used to handle orders that have been manually submitted or require manual intervention by Qwest during order processing. Operational analysis techniques will be used to conduct this test. This test will include a review of the procedures in place to plan for and manage projected growth in order processing.

#### *12.8.2 Objective*

The objective of this test is to validate the processes and procedures used to support manual submission of orders for service and to ensure that these procedures are being uniformly followed by Qwest's personnel across the three regions.

ROC PID Working Version 1.0 Dated February 16, 2000
Reflects Qwest's initial position regarding the appropriate performance standard based on type of loop.

OP-3 – OP-6:

| | |
|---|---|
| **Analog Loop** | **Parity with retail Res and Bus POTS with dispatch** |
| **Non-loaded Loop (2-wire)** | **Parity with retail ISDN BRI (designed)** |
| Non-loaded Loop (4-wire) | Parity with retail DS1 (designed) |
| DS1-capable Loop | Parity with retail DS1 (designed) |
| ISDN-capable Loop | Parity with retail ISDN BRI (designed) |
| **ADSL-qualified Loop** | **Parity with retail MegaBit (non-designed) with dispatch** |

ROC PID Working Version 1.3 Dated July 5, 2000
Reflects ROC TAG agreed to (as specified in the summary document and not disputed by parties) change to a benchmark for OP-3 and OP-4 for 3 types of loops.

OP-3:

| | |
|---|---|
| **Analog Loop** | **90%** |
| **Non-loaded Loop (2-wire)** | **90%** |
| Non-loaded Loop (4-wire) | Parity with retail DS1 (designed) |
| DS1-capable Loop | Parity with retail DS1 (designed) |
| ISDN-capable Loop | Parity with retail ISDN BRI (designed) |
| **ADSL-qualified Loop** | **90%** |

OP-4:

| | |
|---|---|
| **Analog Loop** | **High Density 6 days/Low Density 7 days** |
| **Non-loaded Loop (2-wire)** | **High Density 6 days/Low Density 7 days** |
| Non-loaded Loop (4-wire) | Parity with retail DS1 (designed) |
| DS1-capable Loop | Parity with retail DS1 (designed) |
| ISDN-capable Loop | Parity with retail ISDN BRI (designed) |
| **ADSL-qualified Loop** | **High Density 6 days/Low Density 7 days** |

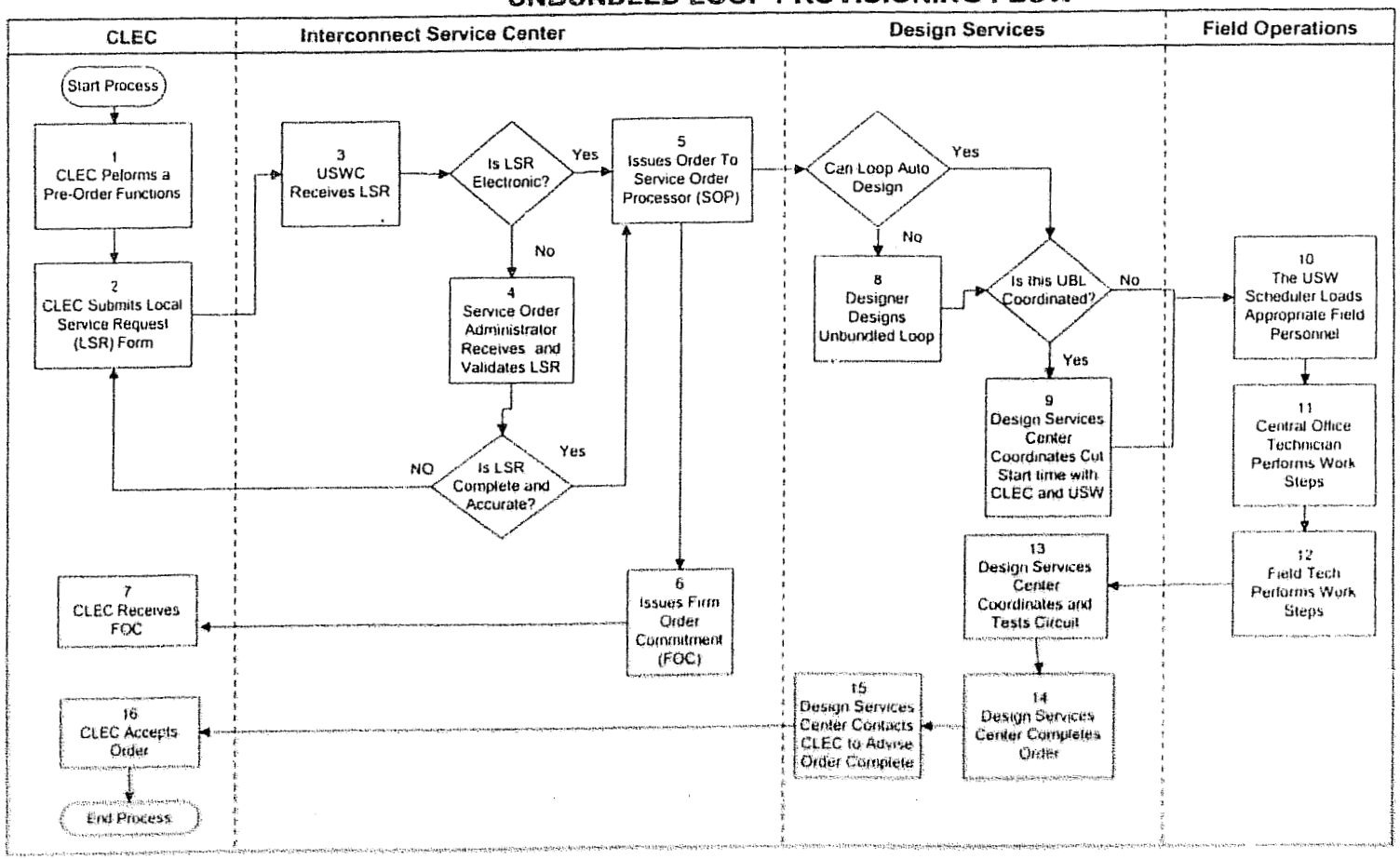
ROC PID Working Version 2.1B Dated January 15, 2001
Reflects Qwest agreed to elimination of density (zone) distinction in benchmark for 3 types of loops.

OP-4:

| | |
|---|---|
| **Analog Loop** | **6 days** |
| **Non-loaded Loop (2-wire)** | **6 days** |
| Non-loaded Loop (4-wire) | Parity with retail DS1 (designed) |
| DS1-capable Loop | Parity with retail DS1 (designed) |
| ISDN-capable Loop | Parity with retail ISDN BRI (designed) |
| **ADSL-qualified Loop** | **6 days** |

ROC PID Working Version 2.2 Dated February 9, 2001
No changes to OP-3 – OP-6 for unbundled loops.

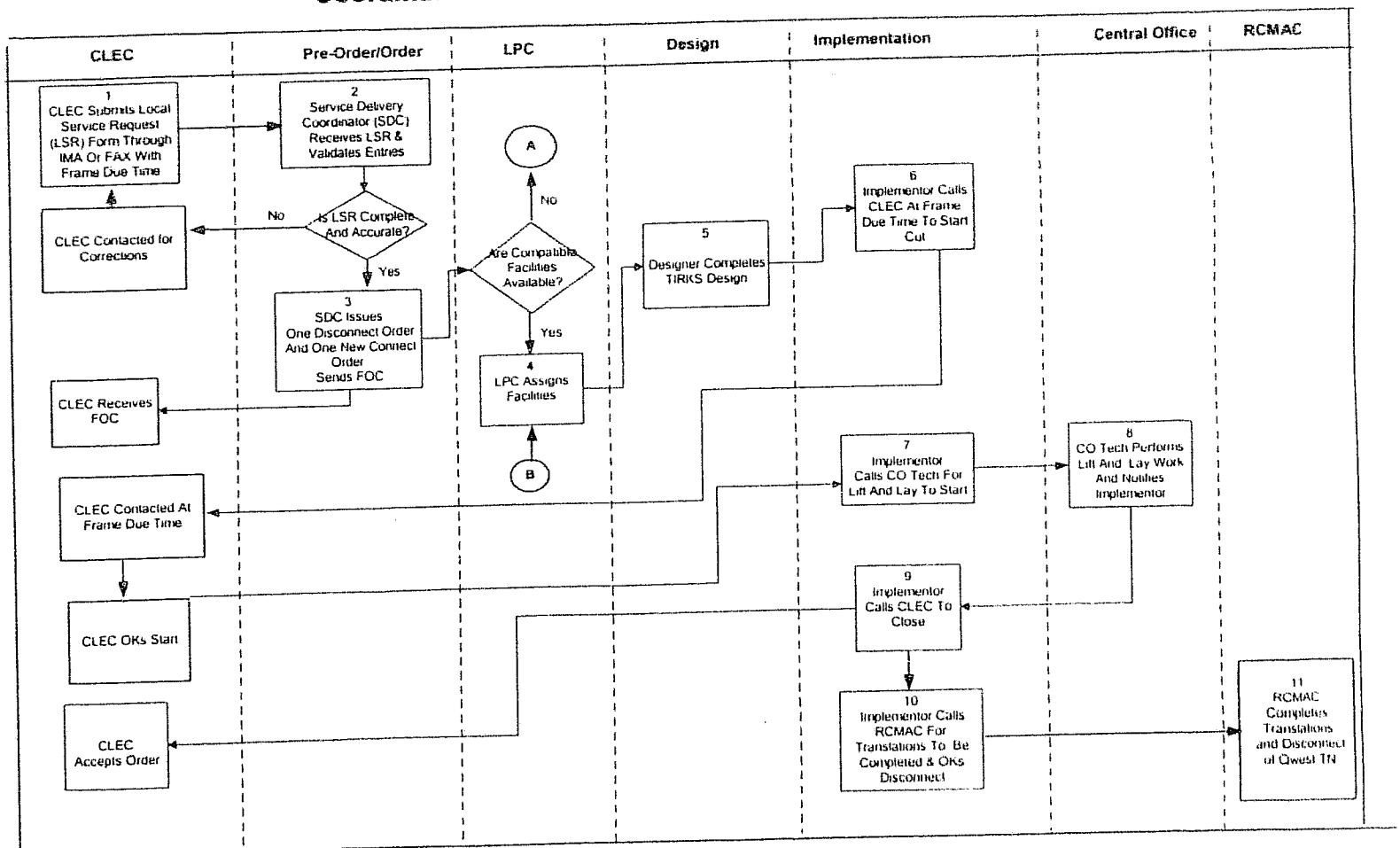
# UNBUNDLED LOOP PROVISIONING FLOW



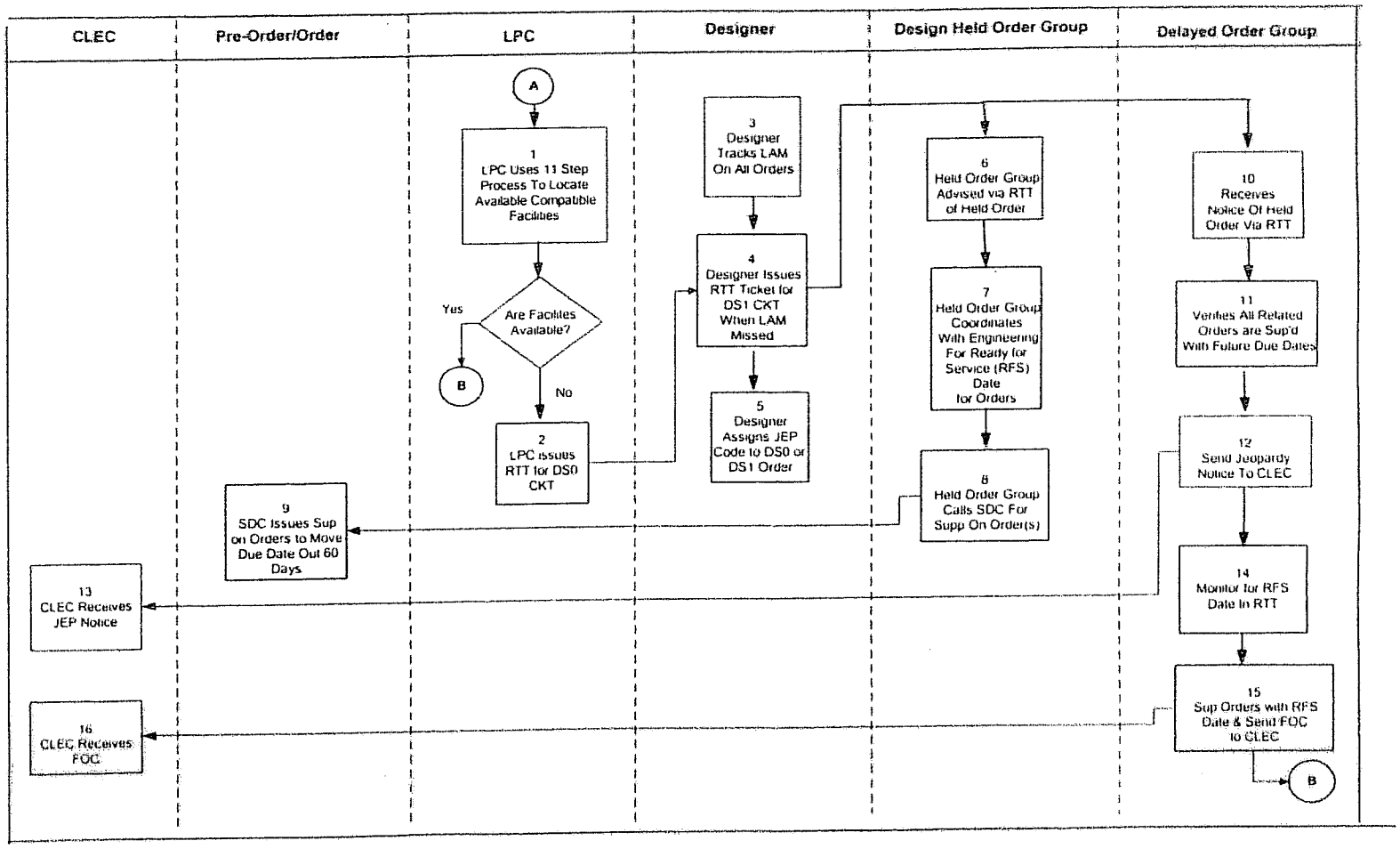
# Unbundled Local Loop Provisioning Task List

| Assoc. Task # | Process |
|---|---|
| | 2-Wire & 4-Wire Voice Grade Analog |
| | |
| 1 | CLEC performs pre-order loop functions. The results will assist the CLEC in determining the best loop to purchase that will meet their specific needs. |
| 2 | Local Service Request (LSR) form submitted to U S WEST by means of IMA, EDI or faxing |
| 3 and 4 | If faxed, Service Order Administrator (SOA) reviews LSR and associated forms for completeness. Verification includes checking: CLEC certification, Letter of Authorization (LOA), Summary Bill Number, CLEC Termination Point, Network Channel (NC) and Network Channel Interface (NCI) codes, CLEC Due date interval and facilities. If sent via IMA or EDI, the LSR is converted to 1 or more service orders and sent to the service order processor (SOP). |
| 5 | The Service Order Administrator issues the Service Order into the U S WEST Service Order Processor (SOP). Then the service order is sent to the appropriate work groups including the Design Services Center. |
| 6 | The Service Order Administrator issues the Firm Order Commitment (FOC) and sends it to the CLEC. IMA or EDI will send the FOC to the CLEC when the LSR is processed electronically. |
| 7 | CLEC receives FOC |
| 8 | On the Record Order Issue Date (RID), the circuit design is created based on the service order request. The design document or Word Document provides the central office and field technicians with the information necessary to wire the circuit. |
| 9 | For coordinated cuts the U S WEST design services center coordinates the cuts with the CLEC and the U S WEST technicians. This step does not take place for non-coordinated cuts. |
| 10 | Provisioning work request received in Network Field Operations |
| 11 | On the Design Verified and Assigned (DVA) the central office technician wires the circuit according to the Word Document specifications. |
| 12 | On the Plant Test Date (PTD) the field work at end user's premise performed if required. A test from the NID to the wire center is performed in conjunction with the central office technician. |
| 13 | For coordinated cuts the field technician calls the design center at the pre-scheduled Appointment Time from the CLEC customer's location. Then the design center calls the Central office and the CLEC. The design service center confirms that the CLEC is ready. The CLEC has the option of staying on line or dropping off. The required tests are performed and the test results are recorded. If the CLEC has purchased cooperative testing, then the test results are forwarded to the CLEC. |
| 14 | The design center completes the order. |
| 15 | CLEC notified via phone call to accept service. |
| 16 | CLEC accepts the circuit. |

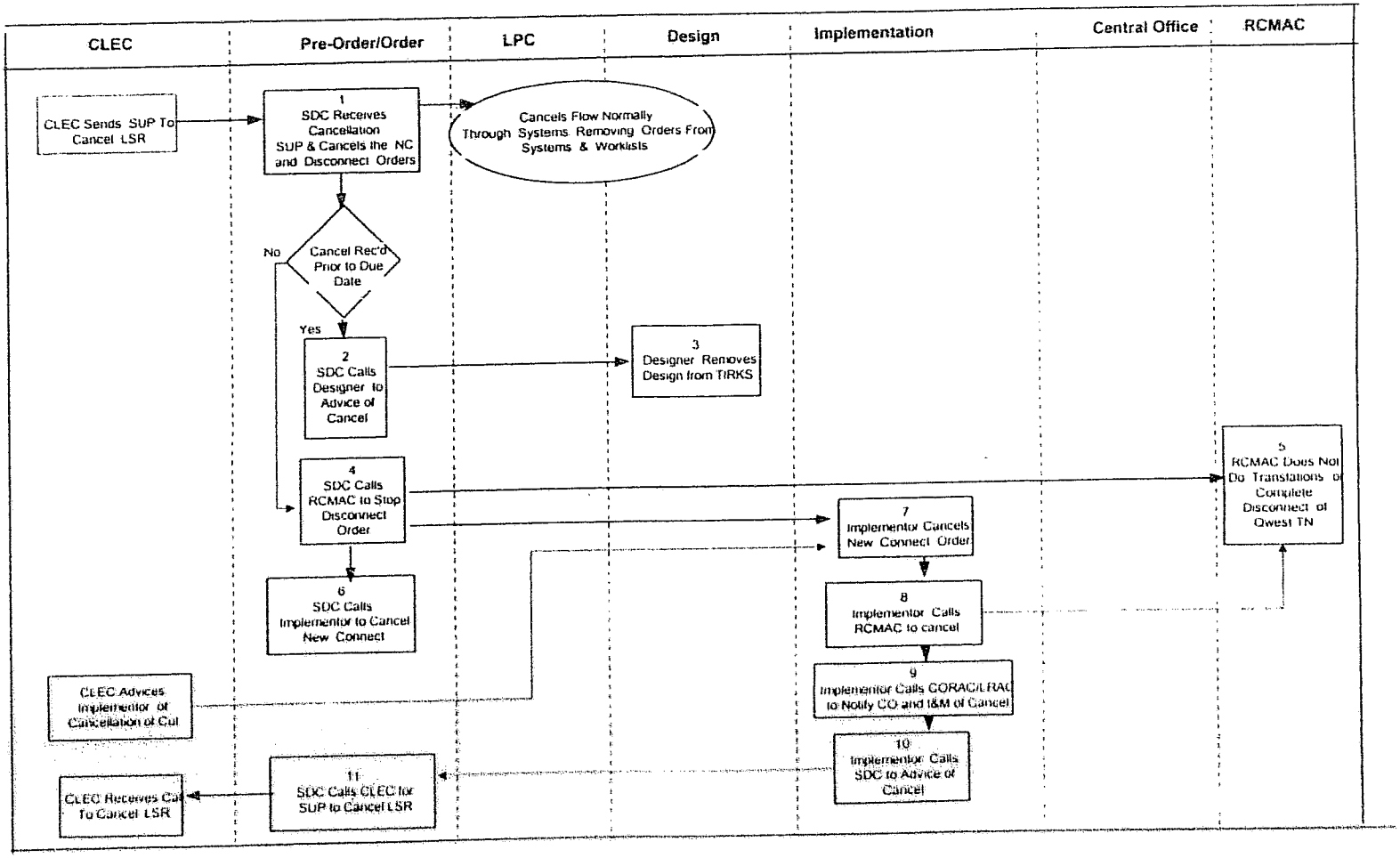
# Coordinated Cut with Local Number Portability (chart 1)



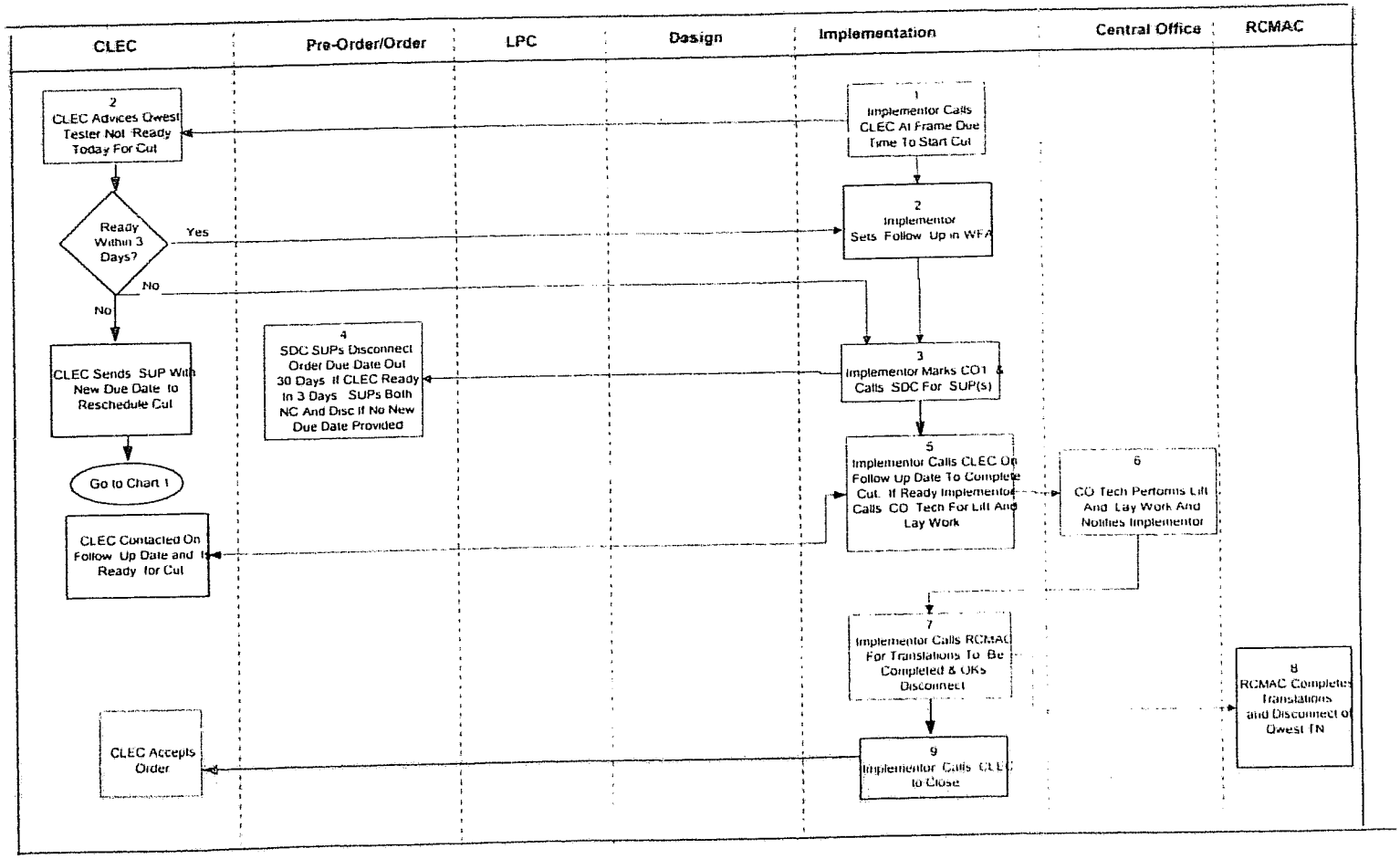
## Coordinated Cut with Local Number Portability (chart 2)



# CLEC Cancellation of Coordinated Cut with LNP



# CLEC Not Ready On Due Date of Coordinated Cut with LNP



**Wholesale Product Development Process** **Release Notification Form**

**Qwest Release Notification Form**

**Log #** 5467145 **Status:** **New – To be Industry Reviewed**

**Submitted By:** Cindy Buckmaster – UBL Group Lead Date Submitted: 3/22/01
Contact Information: e-mail: cbuckma@qwest.com, phone: 402-575-2204
Name, title, email, phone #

**Title of Notification:**
QWEST POSITION STATEMENT ON BUILD REQUIREMENTS FOR UNBUNDLED LOOPS

**Area of Release Notification:** Please check mark ✓ as appropriate and fill out the appropriate section below
☐ System X Product X Process

**Communicated To:** Date Communicated: 3/2701
Please check mark ✓ as appropriate
X Co-Provider Industry Team ☐ IMA EDI current users or with an agreed upon project work plan ☐ IMA CD Disclosure Document Recipients
X Public ☐ IMA GUI current and potential new users

**Type of Notification:** Please check mark ✓ as appropriate
☐ Target Release Date
☐ Target Release Life Cycle
☐ Co-Provider Change Request Options for a Release
☐ Release Baseline Candidates with Descriptions
☐ Draft Developer Worksheets
X Disclosure Document
☐ Recertification Notices
☐ New Product
☐ Product Enhancement
☐ Other
Please describe
☐ Disclosure Document Addendum
☐ Training Schedule
☐ Release Notes Description
☐ Release Notes
☐ Point Release Notes Description
☐ Point Release Notes
☐ System Available Times
☐ Product Retirement

**Description of Notification:** (e.g., mode/method of message and timing of delivery)

**Effective:**
May 1, 2001

**Introduction:**
In an effort to provide more clarity around Qwest's position concerning construction of facilities for Wholesale, Qwest is pleased to offer the construction of facilities to meet your DS0 Voice Grade Unbundled Loop requests, pending certain conditions. This document is intended to provide the necessary information to make it easier to do business with us.

**Network Build Position for the Unbundled Loop (UBL) Product:**

When the CLEC submits a request for an UBL the request will follow the normal assignments process for assignable facilities that fit the criteria necessary for the service requested.

At times, it is necessary to perform additional work, on existing copper facilities, to make facilities available to fill the request. If cable capacity is available, Qwest will complete incremental facility work, in order to effect complete facilities to the customer premises. This work includes but is not limited placement of a drop, addition of a Network Interface Device, addition of Cards to an existing Subscriber Loop Carrier Systems at the Central Office and Remote Terminal, addition of Central Office Tie Pairs, and addition of Field Cross Jumpers. This process will not include the splicing of dark fiber. This work may require additional time to make the facility ready to complete an order.

**Available Facilities:**

**All Services:** If available facilities (facilities that fit the parameters required by the service requested on the order) are identified, the order will be provisioned. The order will be completed on the requested Due Date but no sooner than the standard interval for the service requested.

If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, (i.e. LST cuts). The order will be completed on the requested Due Date but no sooner than the standard interval for the service requested.

If the facilities require additional time to make ready, as described above, Qwest will use the process defined Delayed Order Section below.

If there are no facilities available that fit the criteria necessary for the service requested, the order will fall to the following process.

**No Available Facilities:**

**All Services:** Qwest will follow the steps identified in the Available Facilities section above to determine if there are available facilities (facilities that fit the parameters required by the service requested). As mentioned, Qwest will follow the normal assignment process to free potential facilities that may not currently be readily available (including authorized load coil and bridge tap removal) if necessary.

During the normal assignment process, if no available facilities (facilities that fit the parameters required by the service requested) are identified for the service requested, Qwest will look for existing Engineering Job Orders that could fill the request in the future. See information in the Delayed Order, Qwest Delays Section below.

If the assignment process identifies no planned Engineering Job Order, requests will fall to the following process.

**No Available Facilities/No Planned Engineering Job:**

**DS0 – Analog (Voice Grade):** When the CLEC submits a request for a DS0 – Analog (Voice Grade) only UBL, and that loop is considered Primary Service (as defined in the Qualifying Requests Section below) the normal assignment process will be followed in it's entirety. If no facilities can be found, and there is No Planned Engineering Job, an Engineering Job Order will be initiated to ensure the delivery of primary service to that end-user.

As soon as it is determined that facilities are not available, the CLEC will receive a Jeopardy Notice identifying that Facilities are not available. The CLEC may choose to cancel their order at this point with no Cancellation Charges.

**Qualifying Requests:** Qwest will construct facilities for UBL that are in alignment with its Eligible Telecommunications Carrier (ETC) obligation to provide basic local exchange service in the retail markets. This means that Qwest will construct facilities to satisfy the primary DS0 - Analog (voice grade) lines for UBL as Qwest constructs these facilities for it's own end-users.

The Primary services identified above are specific to the set number of lines per address. Address is defined as the specific Unit (Loc).

When the CLEC submits a request for a DS0 – Analog (Voice Grade) only UBL, and that loop is considered Secondary Service (as defined in the Qualifying Requests Section above) the normal assignment process will be followed in it's entirety. If no facilities can be found, and there is No Planned Engineering Job, the LSR will be rejeced (the CLEC will receive a Reject Notice) and the Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

**DS0 DSL Services/DS0 ISDN Services/DS1/DS3 requests:** When the CLEC submits a request for a DSL, ISDN, DS1 or DS3 service, the normal assignment process will be followed in its entirety. If no facilities can be found, and there is No Planned Engineering Job, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

## Delayed Orders:

**Qwest Delays:** In some cases, in order to modify facilities to make them ready for assignment, the CLEC request must be Delayed. The Delayed status of a job allows mechanical flow to the departments responsible for the additional work necessary and route the job to the correct work groups. Addition of incremental elements includes but is not limited to: placement of a drop, addition of a Network Interface Device (NID), Card existing Subscriber Loop Carrier (SLC) Systems at the Central Office and Remote Terminal, addition of Central Office Tie Pairs, Field Cross Jumpers. This position will not include the splicing of dark fiber.

Qwest will initiate a Delay when attempting to resolve a facility issue to free or modify facilities to satisfy an order. Delay time varies depending on the specific work group(s) involved.

If the facilities require additional time to make ready, the CLEC will receive a Jeopardy Notice stating that the order will be delayed until the facilities can be readied for service. Once the facilities are readied, Qwest will notify the CLEC of the new Due Date when the service will be completed. The CLEC may choose to cancel their order at this point with no Cancellation Charges. On the assigned Due Date, or on the later Requested Due Date received on a complete and accurate SUP, the service will be completed.

Qwest will initiate a Delay when attempting to Complete an Engineering Job to modify or constuct the facilities requestd by the CLEC.

If an Engineering Job currently exists, Qwest will include the facilities necessary in the CLEC's request in that Engineering job. When this happens, the CLEC will receive a Jeopardy Notice.

- If an Engineering Job has already been completed, within 72 hours the CLEC will be contacted with a new due date.
- If an Engineering Job is currently under development, the CLEC will be notified of the new Due Date at the completion of the Engineering work.

Qwest will initiate a delay to develop the necessary Engineering Job to construct facilities for Primary DS0 – Analog (Voice Grade) service (or as required by State Ruling). As soon as an Engineering Job is completed and a Ready For Service (RFS) Date is determined, Qwest will notify the CLEC of the new Due Date when the service will be completed. On the assigned Due Date, or on the later Requested Due Date received on a complete and accurate SUP, the service will be completed.

**Existing Requests in Qwest Delayed Status:** Within 30 business days, Qwest will begin reviewing requests currently in the Qwest delayed status. Each request will be individually reviewed to determine if there are available facilities (facilities that fit the parameters required by the service requested). This review process will include all of the steps previously identified in this document.

- If facilities are identified, Qwest will notify the CLEC of the new Due Date.
- If it is determined that there are no available facilities (facilities that fit the parameters required by the service requested) and no planned Engineering Job Orders that will satisfy this request, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled. The CLEC now has the opportunity to request construction by filing the proper request through their Account Team.

**CLEC Delays:** If a CLEC is unable to accept an UBL as originally specified on the Requested Due Date, the CLEC may request that the Order be Delayed. When a CLEC initiates a Delay for any reason, a 30 business day clock will begin. Within the 30 day period, the CLEC will receive an e-mail or fax notice stating "This is to advise you that PON _____ has not been completed due to customer reasons. We will hold this order for 30 days from (add 29 business days to the date the order was held for CLEC reasons). If billing is not accepted and begins within this 30 day period, the order shall be cancelled." The CLEC will have the time identified to accept billing on the circuit or the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled. Qwest cannot accept a SUP beyond the first 30 business days for an existing order.

If tests show that the circuit meets the requirements of the service requested by the CLEC and the CLEC will not accept the circuit, the dispute must be resolved between the Qwest tester and the CLEC within the 30 business day period. To resolve the dispute, the CLEC would issue a SUP to re-schedule testing. The notification process defined in the paragraph above will apply. If a SUP is not received within the 30 business day period, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

The CLEC can release the request by submitting a SUP to the order with a future Due Date . Qwest will apply the new Due Date to the order and will allow the order to flow. Qwest cannot accept a SUPbeyond the first 30 business days for an existing order.

If the CLEC fails to release the request prior to the 30 business day interval, on the 31st day, the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

**Existing Requests in the CLEC Delay Status:** Within 30 business days, Qwest will begin reviewing requests currently in CLEC delay status. The notification process defined above will apply. If the request is not addressed by the CLEC the LSR will be rejected (the CLEC will receive a Reject Notice) and the Service Order will be cancelled.

**Additional Information:** (e.g., web sites)

**System Release Notification Section**

**Interfaces Impacted:** Please check mark ✓ as appropriate

| | | | |
|---|---|---|---|
| ☐ CTAS | ☐ IMA EDI | ☐ MEDIACC | ☐ TELIS |
| ☐ EXACT | ☐ IMA GUI | ☐ Product Database | ☐ Wholesale Billing Interfaces |
| ☐ HEET | ☐ Other | | |

Please describe

**Product Release Notification Section**

**Products Impacted:** Please check mark ✓ all that apply (If "Other" please describe further)

| ☐ LIS/Interconnection | ☐ Collocation | X UNE | ☐ Ancillary | ☐ Resale |
|---|---|---|---|---|
| ☐ EICT | ☐ Physical | ☐ Switching | ☐ AIN | |
| ☐ Tandem Trans./TST | ☐ Virtual | ☐ Transport (incl. EUDIT) | ☐ DA | |
| ☐ DTT/Dedicated Transport | ☐ Adjacent | X Loop | ☐ Operation Services | |
| ☐ Tandem Switching | ☐ ICDF Collo. | ☐ UNE – P | ☐ INP/LNP | |
| ☐ Local Switching | ☐ Other _____ | ☐ EEL (UNE-C) | ☐ Other _____ | |
| ☐ Other _____ | | ☐ UDF | | |
| | | ☐ Other _____ | | |

**Process Release Notification Section**

**Area Impacted:** Please check mark ✓ all that apply

☐ Pre-Ordering
X Ordering
☐ Billing
☐ Repair ☐ Other _____
Please Describe

**Products Impacted:** Please check mark ✓ as appropriate and list specific products within product group, if applicable

| | | | |
|---|---|---|---|
| ☐ Centrex | _____ | ☐ Resale | _____ |
| ☐ Collocation | _____ | ☐ SS7 | _____ |
| ☐ EEL (UNE-C) | _____ | ☐ Switched Services | _____ |
| ☐ Enterprise Data Services | _____ | ☐ UDIT | _____ |
| ☐ LIDB | _____ | X Unbundled Loop | _____ |
| ☐ LIS | _____ | ☐ UNE-P | _____ |
| ☐ LNP | _____ | ☐ Wireless | _____ |
| ☐ Private Line | _____ | ☐ Other | _____ |
| Please describe | Please describe | | Please describe |

**This Section to be Completed by Qwest CICMP Manager**

**Status, Evaluation and Implementation Comments:**

3/22/01 – RN received from Cindy Buckmaster
3/22/01 – Status changed to New – To be Validated
3/27/01 – Status changed to New – To be Industry Reviewed and sent to CICMP Team

Docket TC 01-__
Qwest Corporation
Exhibits to the Affidavit of Jean M. Liston
Checklist Item 4 – Unbundled Loop, NIDs and Line Splitting
Cover Sheet for Exhibit JML-Loop-8
October 24, 2001

Legend for IDLC Flow

Solution provisioning intervals:

1) UBL circuit cards – 5 days
   LST – 5 days

2) LST – 5 days

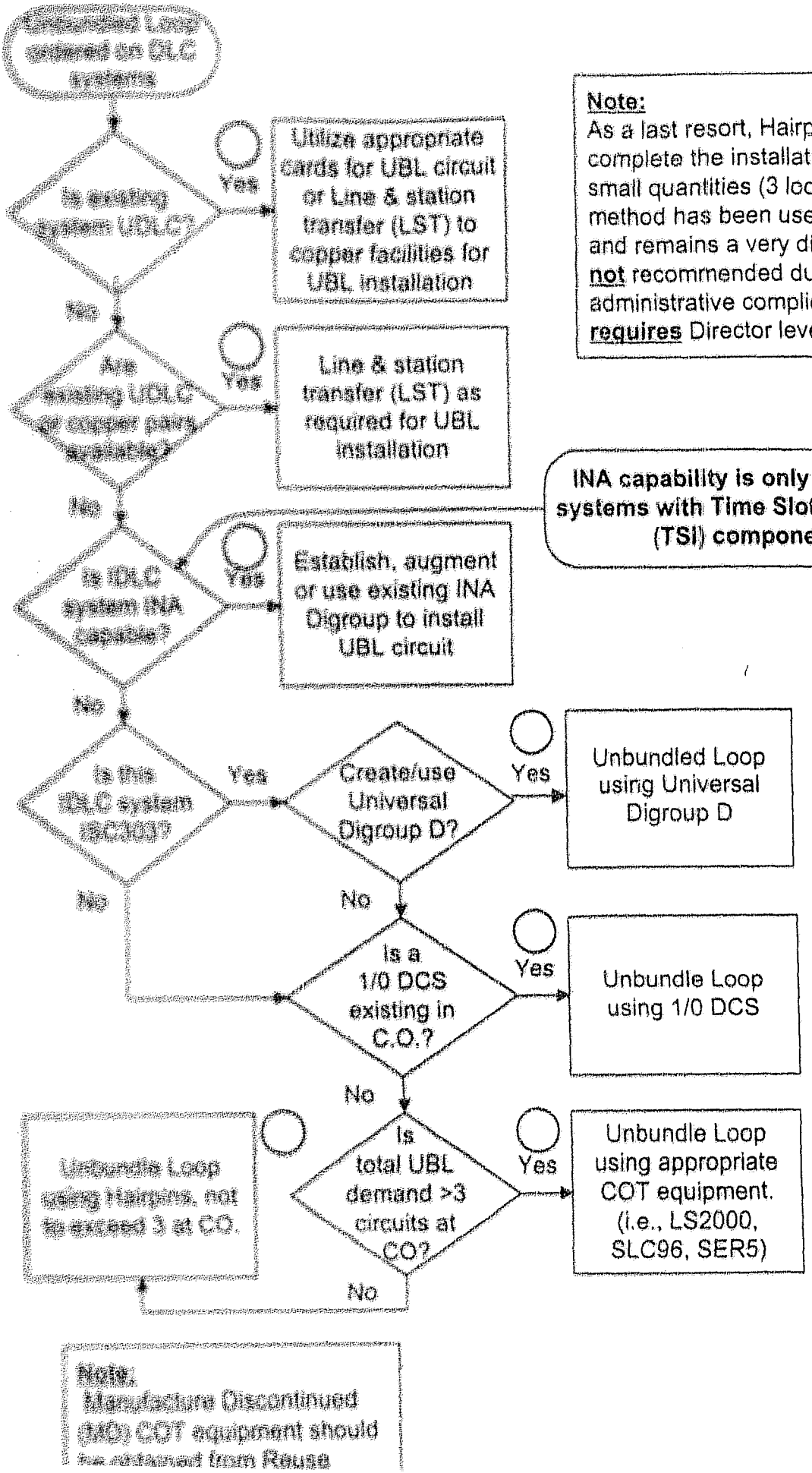
3) INA Digroup (D4 Channel Bank, dedicated DS1 ) – 5 days if span capacity

4) Order COT – 90 days – 120 days

5) 1/0 DCS (Adtran BR110) - 90 days – 120 days

6) LS 2000, SLC 96, Series 5 - 90 days – 120 days

7) Hairpin – 15 days after approval




**Note:**
As a last resort, Hairpins can be used to complete the installation of UBLs in very small quantities (3 loops or less). This method has been used by Qwest in the past and remains a very difficult method, although **not** recommended due to several severe administrative complications. Use of Hairpins **requires** Director level approval to proceed.

**INA capability is only possible in systems with Time Slot Interchange (TSI) components.**

- Investigate any defective pairs status "Working" If the cable pairs are not "working" remove the defective status and use the pair for the Service Request.
- Investigate validity of all restricted pairs. If the restrictions are no longer valid, use the pair for the Service Request.
- Check current status of all past due orders and take appropriate action. Service order completion/cancellations sometimes fails to process correctly. This will identify potential spare facilities.
- Run the pending order query (RPT PDL RGORD) against TEA and check current status of all pending orders. Service order completion/cancellations sometimes fails to process correctly. This will identify potential spare facilities.
- Use OEC Chart to determine possible Pair Gain Card changes. (Existing Pair Gain Line Terminal status may not be compatible for the service request. If possible change the Pair Gain Card to a compatible status).

3 INVESTIGATE THE FACILITY ADDRESSES

- Investigate all Facility Addresses (perform an INQ Term transaction) for pairs that may have a status preventing it from being assigned.
- Also investigate similar street addresses - (perform an INQ Term transaction) may have different directional or street names that are bogus that could release facilities.

5 INVESTIGATE MULTIPLE TERMINAL SITUATIONS

- Run Report ACR - check for "A and B" Terminals. (This will identify situations where cable counts appear in more than one terminal. If they "multiple", investigate the possibility of doing a LST to free up a cable pair within service requested terminal).
- Perform Step 4 for all multiple terminals.
- Investigate LST candidates that are not assignable by auto flow of the system. (If the ACP setting for LSTs is set below "3", Perform the RPT LST with a setting of "3" to identify assignable LSTs).

7 LOOK FOR SOFT DIAL TONE BREAKS

- Use SDT aging policy.

8 CHECK FOR DEPLOYABILITY OF CENTRAL OFFICE UDC

- Is office equipped with UDC and are Spares available (See UDC Guidelines).
- If the line on the order is an ADL, check Main line for UDC Compatibility.

9 CHECK FOR PAIR GAIN UDC DEPLOYMENT

- When encountering a F2 problem SLC96, DISC*S, SLC5, SLC2T, UISC, 96SL5, 96ISC, or 96DIS UDC's may be deployed on IPG or PG. You must have consecutive odd and even channels available.

- When encountering a F1 problem SLC96, SLC5,or SLC2T UDC's may be deployed on IPG or PG. Look at the HOMT Report for a Defective even Channel. This should only be used when the terminal has less than 5% Defective Pairs per the HOMT Paddle Report. See SLC UDC Guidelines.

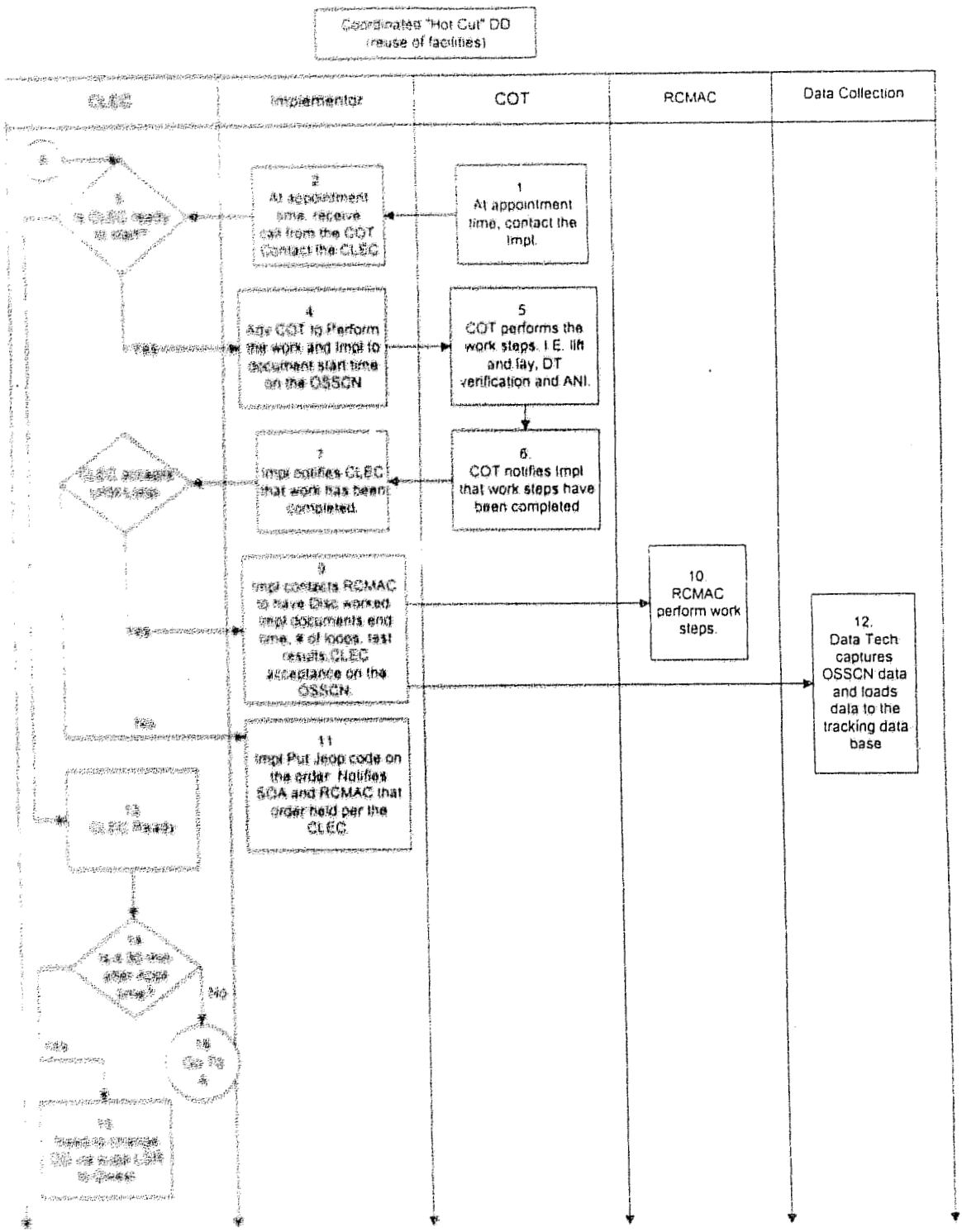
10. CLEAR DEFECTIVE PAIRS

- For F1 issues: If the terminal has 5% or greater Defective Pairs per the HOMT Paddle Report: Set Held and follow local practices for WFA/DO and Defective Pair issuance. If so, status the RTT Ticket DPR_TO_LNO with appropriate notes.
- For Fn issues: Follow local practices/agreements as to what will be a WFA/DO package. If so, status the RTT Ticket DPR_TO_LNO with appropriate notes.

11. TERMINAL ENLARGEMENT – Distribution Terminal Only

- If the terminal has less than 5% Defective Pairs per the HOMT Paddle Report: Determine if the Terminal Enlargement process can be used. If so, status the RTT Ticket REF_FS with appropriate notes. (This process should be used only for POTS service requests).

Note: Wired Out of Limits will be performed at the discretion of the Engineer.


Coordinated "Hot Cut" DD
(reuse of facilities)
CLEC
Implementor
COT
RCMAC
Data Collection
1
At appointment time, contact the Impl.
2
At appointment time, receive call from the COT. Contact the CLEC
4
Advise COT to Perform the work and Impl to document start time on the OSSCN
5
COT performs the work steps. I.E. lift and lay, DT verification and ANI.
6.
COT notifies Impl that work steps have been completed
7
Impl notifies CLEC that work has been completed.
9
Impl contacts RCMAC to have Disc worked. Impl documents end time, # of loops, test results, CLEC acceptance on the OSSCN.
10.
RCMAC perform work steps.
11
Impl Put Jeop code on the order. Notifies SOA and RCMAC that order held per the CLEC.
12.
Data Tech captures OSSCN data and loads data to the tracking data base

# Coordinated Hot Cut Reuse Process Task List

| Task # | Activity |
|---|---|
| 1 | At the requested appointment time the Qwest central office technician (COT) contacts the Qwest implementor to indicate readiness to start the cut. |
| 2 | The Implementor contacts the CLEC to determine readiness. |
| 3 | Is the CLEC ready to begin the cut? |
| 4 | Implementor advises the COT to start the cut and document the start time of the cut. |
| 5 | The COT performs the central office wiring and appropriate tests. The COT documents the start time of the "lift" and the end of the "lay" process |
| 6 | The COT notifies the implementor that the work is complete and provides the implementor with the "lift" and "lay" time and the test results. |
| 7 | The implementor documents the stop time of the cut and notifies the CLEC that the work is complete. |
| 8 | The CLEC accepts the loop, asks for additional tests or refuses to accept the loop. |
| 9 | Once CLEC accepts the loop, implementor contacts RCMAC and documents the cut information manually on the form and electronically on the OSS-CN screen (see below). |
| 10 | RCMAC completes any necessary work. |
| 11 | CLEC refuses to accept the loop, so the implementor enters a jeopardy code on the order and notifies the Service Order Administrator (SOA) and the RCMAC that the order will not be completed due to customer reasons. |
| 12 | CLEC gets ready |
| 13 | CLEC needs to determine if more than 30 minutes has passed since the scheduled appointment time. |
| 14 | If more than 30 minutes has passed the CLEC needs to contact Qwest and schedule a new appointment. |
| 15 | If less than 30, then call Qwest to start the cut . . . go to step 1 and start the process. |
| | |
| | |

## OSSCN COORDINATED ORDER

QWEST TESTER=_____ TODAY'S DATE=_____

ORDER NUMBER=_____ CAC=_____

COORDINATED REQ'ST=___ DUE DATE=_____ APPT=_____

START=_____ STOP=_____ LIFT=_____ LAY TST OK=_____ LINES=__
(RECORD TIME MILITARY)

RCMAC NAME=_____ D ORDER=_____TIME=_____

MISSED COMMITEMENT (Y/N)=____ EARLY INSTALL APPROVED (Y/N)=____

VP EXPEDITE (Y/N)=____ DELAY DUE TO CLEC (Y/N)=___ REASON FOR CLEC DELAY=__

***REASON FOR DELAY (1)NO ANSWER (2) PON (3) REQUEST (4) OTHER

CLEC INIT NAME 1ST CALL=_____ TN=_____

CLEC INIT NAME NOTIFIED BY=_____TN=_____

CFA NAME=_____ TN=_____ TAGGED (Y/N)____

CHECKED BY & AM (Y/N)____DMARC_____

RCMAC AM TEST ONLY TN CALLED _____CLEC NAME=_____

Record Test Results per Product Manually And apply to the electronic OSSCN

COORDINATED NEW____ DUE DATE=_____ APPT=___

START=_____ STOP=_____ EARLY INSTL APPRVD (Y/N)___
(RECORD TIME MILITARY)

VP EXPEDITE (Y/N)=____MISSED COMMITMENT (Y/N)=____ DUE TO CLEC (Y/N)=_____

REASON FOR CLEC DELAY=___REASON FOR DELAY (1)NO ANSWER (2) PON (3) REQUEST (4) OTHER

CLEC NAME 1ST CALL=_____ TN=_____

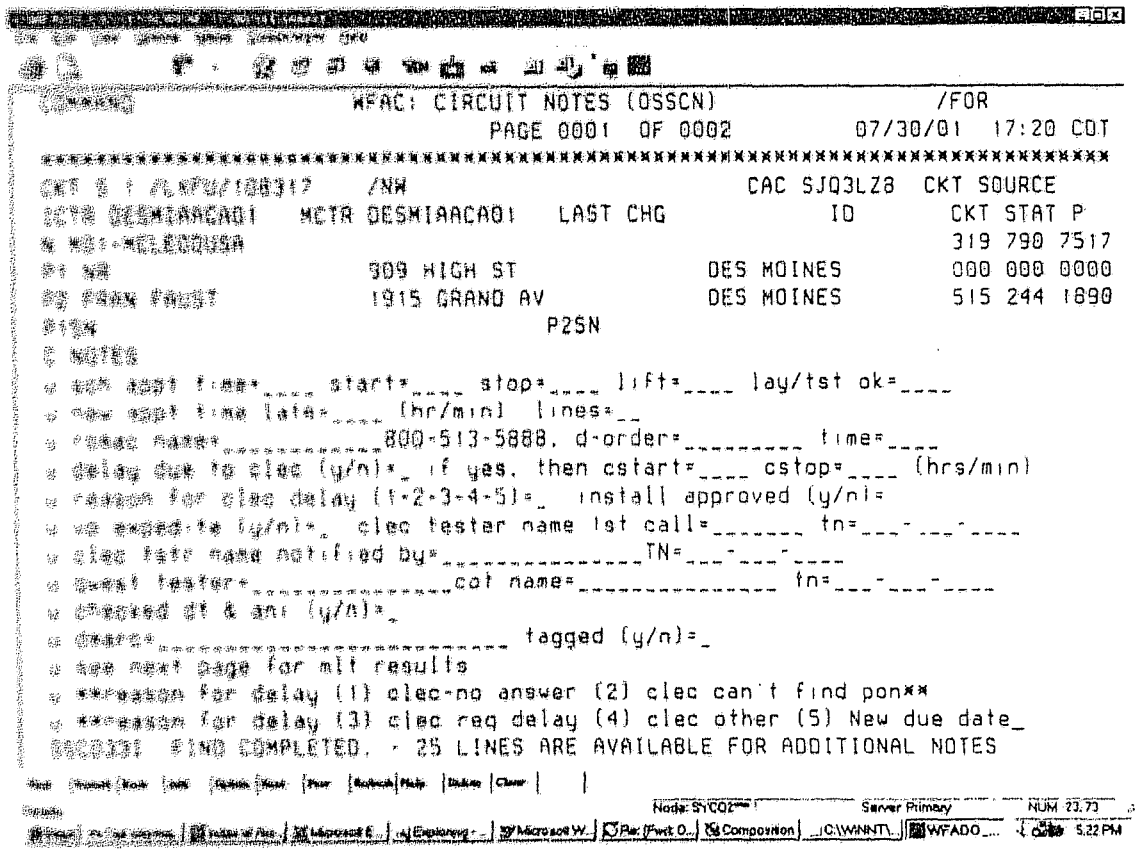
CLEC INIT NAME NOTIFIED BY=_____

CHANGE TEST=_____ OCB=_____ PGR=_____

CHANGE=_____ TAGGED (Y/N)_____

Record Test Results per Product Manually And apply to the electronic OSSCN

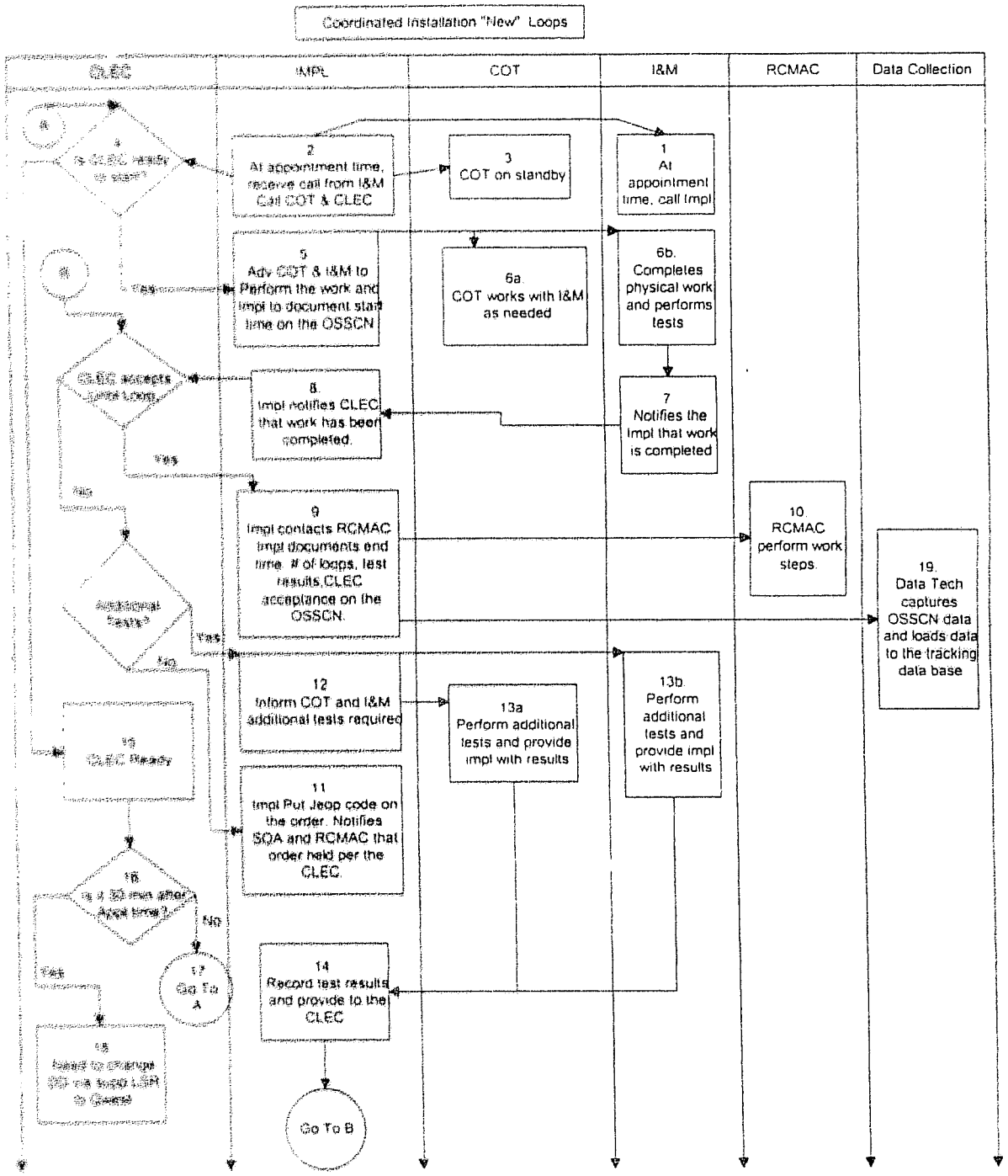
# Example of OSSCN Screen



**OSSCN Key Information**
* Denotes required fields

| Data Field | Description |
|---|---|
| [illegible]* | The time you called the CLEC and received approval to begin the cut. Time must include region and input in military time. |
| [illegible]* | Notification to CLEC that Qwest work is complete, including any required testing. Time must include region and input in military time. |
| [illegible]* | The time that the Qwest work began; when the jumper was "lifted" from the CO frame. Time must include region and input in military time. |
| [illegible]* | The time that the Qwest work "lay" was completed, including any required testing. Time must include region and input in military time. |
| [illegible]* | The number of lines that were worked (same PON). |
| [illegible]* | Name of the Qwest RCMAC employee that you spoke to. If the cut is a CLEC to CLEC migration, Enter "MIG" in this field. |
| [illegible] | The D-order that was worked by the RCMAC. If the cut is a CLEC to CLEC migration, this field should be left blank. |
| [illegible] | The Time that the RCMAC was called to work the D-order. If the cut is a CLEC to CLEC migration, this field should be left blank. |
| [illegible]* | If the CLEC caused the coordinated cut to start by 30 minutes after the appointment time. This requires a positive entry of Y or N. |
| [illegible] | The time the CLEC stopped the Coordinated Cut from moving forward. Cstart times for multiple CLEC delays should be separated by a comma. |
| [illegible] | The time the CLEC approved the Cut to move forward. Cstop times for multiple CLEC delays should be separated by a comma. |
| [illegible] | The reason that the CLEC caused the delay (use code 1, 2, 3, 4, or 5)<br>1. CLEC no answer, 2. CLEC can't find PON, 3. CLEC requested delay, 4. CLEC other, 5. Complete date is after the objective date and the reason is a C jeopardy<br>Reasons for multiple CLEC delays should be separated with a comma. |
| [illegible]* | Qwest started the cut before the Coordinated time with CLEC approval. Starting the cut even one minute prior to the appointment time requires CLEC approval. This requires a positive entry of Y or N. |
| [illegible]* | Was there a VP Expedite associated with this order? This requires a positive entry of Y or N. |
| [illegible]* | The name of the CLEC tester that you first contacted for approval to start the cut. |
| [illegible]* | Telephone Number of the CLEC tester that you contacted |
| [illegible] | The Name of the CLEC tester that you notified that the Qwest work is complete |
| [illegible]* | Telephone Number of the CLEC tester that you contacted |
| [illegible]* | The name of the Qwest Coordinator that worked on the order |
| [illegible]* | The name of the Qwest Central Office Technician (COT) that worked the order |
| [illegible] | The telephone number of the Qwest COT that worked the order |
| [illegible] | Verifies that the COT checked for Dial Tone and performed the ANI before & after the cut, this requires a positive entry of Y or N. |
| [illegible] | This identifies where the NID is located at the End Users premise. |
| [illegible] | Verifies that the I & M technician labeled the NID with the appropriate information. This requires a positive entry of Y or N. |
| [illegible] | Verifies that the MLT was complete. |

NOTE: Add order numbers & CAC at bottom of OSSCN Paper form for each order on PON

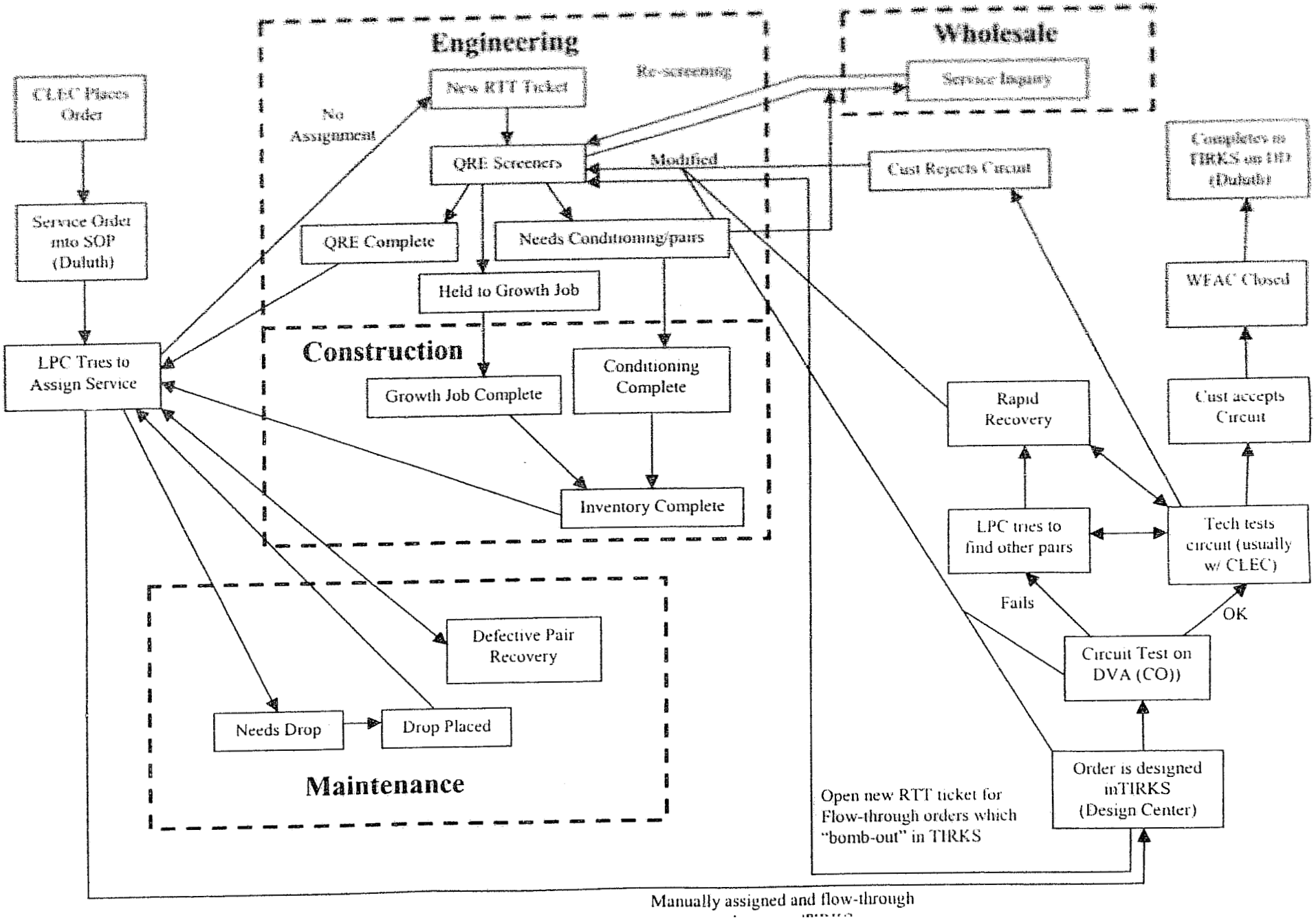

Coordinated Installation "New" Loops
CLEC
IMPL
COT
I&M
RCMAC
Data Collection
2
At appointment time, receive call from I&M Call COT & CLEC
3
COT on standby
1
At appointment time, call Impl
5
Adv COT & I&M to Perform the work and Impl to document start time on the OSSCN
6a
COT works with I&M as needed
6b.
Completes physical work and performs tests
8.
Impl notifies CLEC that work has been completed.
7
Notifies the Impl that work is completed
9
Impl contacts RCMAC Impl documents end time, # of loops, test results,CLEC acceptance on the OSSCN.
10.
RCMAC perform work steps.
19.
Data Tech captures OSSCN data and loads data to the tracking data base
12
Inform COT and I&M additional tests required
13a
Perform additional tests and provide impl with results
13b
Perform additional tests and provide impl with results
11
Impl Put Jeop code on the order. Notifies SOA and RCMAC that order held per the CLEC
14
Record test results and provide to the CLEC
Go To B

# Coordinated Installation New Loops Process
## Task List

| Task # | Activity |
|---|---|
| | |
| 1 | At the requested appointment time the Qwest Installation Technician (I&M) contacts the Qwest implementor to indicate readiness to start the cut. |
| 2 | The implementor contacts the Central Office Technician (COT) and the CLEC to determine readiness. |
| 3 | COT on standby alert for testing |
| 4 | Is the CLEC ready to begin the cut? |
| 5 | Implementor tells I&M 1 and COT to start and documents the start time on the OSS-CN screen. |
| 6a | COT performs any tests requested by I&M |
| 6b | I&M completes the wiring at the end user location and performs required tests. |
| 7 | The I&M notifies the implementor that the work is complete and provides the test results. |
| 8 | The implementor documents the stop time and notifies the CLEC that the work is complete. |
| 9 | Once CLEC accepts the loop, implementor contacts RCMAC and documents the cut information on the OSS-CN screen |
| 10 | RCMAC completes any necessary work. |
| 11 | CLEC refuses to accept the loop, so a jeopardy code is entered on the order and the Service Order Administrator (SOA) and the RCMAC are notified hat the order will not be completed. |
| 12 | CLEC wants additional tests so Implementor notifies COT and I&M. |
| 13a | COT participates as needed in additional tests. |
| 13b | I&M participates as needed in additional tests and provides implementor with the results. |
| 14 | Implementor provides results and ensures CLEC has test results |
| 15 | CLEC gets ready for the installation |
| 16 | CLEC needs to determine if more than 30 minutes has passed since the scheduled appointment time. |
| 17 | If less than 30 minutes than the CLEC notifies the implementor that they are ready. |
| 18 | If more than 30 minutes has passed the CLEC needs to contact Qwest and schedule a new appointment. |
| 19 | The data technician records the data from the OSS CN screen into the tracking database. |

Docket TC 01-__
Qwest Corporation
Exhibits to the Affidavit of Jean M. Liston
Checklist Item 4 – Unbundled Loop, NIDs and Line Splitting
Cover Sheet for Exhibit JML-LOOP-12
October 24, 2001

# Unbundled Loop Conditioning Process Flow



Docket TC 01-__
Qwest Corporation
Exhibits to the Affidavit of Jean M. Liston
Checklist Item 4 – Unbundled Loop, NIDs and Line Splitting
Cover Sheet for Exhibit JML-LOOP-13
October 24, 2001

## OP-3 – Installation Commitments Met

**Purpose:**
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

**Description:**
Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). [NOTE 1] Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

| **Reporting Period:** One month | **Unit of Measure:** Percent |
|---|---|

| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:<br>OP-3A Dispatches within MSAs;<br>OP-3B Dispatches outside MSAs; and<br>OP-3C No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:<br>OP-3D In Interval Zone 1 areas; and<br>OP-3E In Interval Zone 2 areas. |
|---|---|

**Formula:**
[(Total Orders completed in the reporting period on or before the Applicable Due Date) / (Total Orders Completed in the Reporting Period)] x 100

Explanation: The percent commitments met is obtained by dividing the total number of service orders completed on or before the Applicable Due Date (as defined in the description above) by the total number of service orders completed during the measurement period.

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## OP – 3 Installation Commitments Met (continued)

| Product Reporting: | Standards: |
|---|---|
| MSA-Type Disaggregation - | |
| * Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| DS0 (non-designed provisioning) | Parity with retail service |
| PBX Trunks (non-designed provisioning) | Parity with retail service |
| Primary ISDN (non-designed provisioning) | Parity with retail service |
| Basic ISDN (non-designed provisioning) | Parity with retail service |
| Qwest DSL (non-designed provisioning) | Parity with retail service |
| * Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| * Unbundled Loops: | |
| Analog Loop (non-designed provisioning) | 90% |
| * Shared Loop/Line Sharing | Diagnostic |
| * Sub-Loop Unbundling | Diagnostic |
| Zone-Type Disaggregation - | |
| * Resale | |
| Primary ISDN (designed provisioning) | Parity with retail service |
| Basic ISDN (designed provisioning) | Parity with retail service |
| DS0 (designed provisioning) | Parity with retail service |
| DS1 | Parity with retail service |
| PBX Trunks (designed provisioning) | Parity with retail service |
| Qwest DSL (designed provisioning) | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| * LIS Trunks | Parity with Feature Group D (aggregate) |
| * Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| * Unbundled Loops: | |
| Analog Loop (designed provisioning) | 90% |
| Non-loaded Loop (2-wire) | 90% |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | 90% |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| Loops with Conditioning | 90% |
| * E911/911 Trunks | Parity with retail E911/911 Trunks |
| * Enhanced Extended Links (EELs) | Diagnostic |
| Availability: | Notes: |

## OP – 3 Installation Commitments Met (continued)

| | |
|---|---|
| Available | 1. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines. |

## OP-4 – Installation Interval

**Purpose:**
Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.

**Description:**
Measures the average interval (in business days)[NOTE 1] between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs).[NOTE 2]
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.[NOTE 3]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.[NOTE 3]

| **Reporting Period**: One month | **Unit of Measure**: Average Business Days |
|---|---|

| | |
|---|---|
| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:<br>OP-4A Dispatches within MSAs;<br>OP-4B Dispatches outside MSAs; and<br>OP-4C No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:<br>OP-4D In Interval Zone 1 areas; and<br>OP-4E In Interval Zone 2 areas. |

**Formula:**
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] / Total Number of Orders Completed in the reporting period

**Explanation:** The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)[NOTE 1] by total number of service orders completed in the reporting period.

## OP-4 – Installation Interval (continued)

**Exclusions:**

- Orders with customer requested original due dates greater than the current standard interval. (This exclusion does not apply to LIS trunks, E911 and products involving dispatches reported under "MSA-Type Disaggregation," for which orders for all requested intervals are included. These exceptions to this exclusion will be removed as Qwest develops the corresponding measurement capability, at which time this definition will be updated.)
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

# CONTINUATION

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## OP-4 – Installation Interval (continued)

| Product Reporting: | Standards: |
|---|---|
| **MSA-Type Disaggregation -** | |
| * Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| DS0 (non-designed provisioning) | Parity with retail service |
| PBX Trunks (non-designed provisioning) | Parity with retail service |
| Primary ISDN (non-designed provisioning) | Parity with retail service |
| Basic ISDN (non-designed provisioning) | Parity with retail service |
| Qwest DSL (non-designed provisioning) | Parity with retail service |
| * Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| * Unbundled Loops: | |
| Analog Loop (non-designed provisioning) | 6 days |
| * Shared Loop/Line Sharing | Diagnostic |
| * Sub-Loop Unbundling | Diagnostic |
| **Zone-Type Disaggregation -** | |
| * Resale | |
| Primary ISDN (designed provisioning) | Parity with retail service |
| Basic ISDN(designed provisioning) | Parity with retail service |
| DS0 (designed provisioning) | Parity with retail service |
| DS1 | Parity with retail service |
| PBX Trunks (designed provisioning) | Parity with retail service |
| Qwest DSL (designed provisioning) | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| * LIS Trunks | Parity with Feature Group D (aggregate) |
| * Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| * Unbundled Loops: | |
| Analog Loop (designed provisioning) | 6 days |

## OP-4 – Installation Interval (continued)

| | |
|---|---|
| Non-loaded Loop (2-wire) | 6 days |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | 6 days |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| Loops with Conditioning | 16.5 days |
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Links (EELs) | Diagnostic |

**Availability:**

Available:

**Notes:**

1. Saturday is counted as a business day when the service order is completed on Saturday.
2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.
3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

## OP-5 – New Service Installation Quality

**Purpose:**
Evaluates quality of ordering and installation of services, focusing on the percentage of average monthly new order installations that were free of trouble reports for thirty (30) calendar days following installation, including the percentage of new service installations that experienced a trouble report on the installation date after the order is reported as work complete by the technician.

**Description:**
OP-5 Measures the monthly average percentage of new installations that are free of trouble reports within 30 calendar days of initial installation.

- New installation orders used in calculating this performance indicator (appearing in the numerator and the denominator of the OP-5 formula shown below) are all inward orders for the current and previous reporting periods, including Change (C-type) orders for additional lines. Change order types for additional lines consist of all C orders with "I" and "T" action coded line USOCs, including changes to existing lines, such as conversions, number changes, PIC changes and class of service changes. (The average monthly number of new installation orders calculated in the denominator of the formula shown below will be rounded up to the nearest integer whole number.)
- All trouble reports (for both out-of-service and service-affecting conditions) closed within the reporting period, which were received within thirty (30) days of the original installation of service, including on the day the order is installed are measured (for use in the numerator of the formula shown below), subject to exclusions shown below.
- Because the trouble reports in the numerator of this measurement are reported on a per-line basis and therefore may exceed the number of orders it is possible for the numerator, and thus the reported result, to be negative. Accordingly, a lower limit of zero will be applied to the numerator of this measurement, reflecting that there cannot be a negative number of "new service installations."
- Includes both out of service and service affecting trouble reports, subject to exclusions shown below.

| **Reporting Period:** One month (for trouble reports); Average of prior and current reporting month (for new installation activity) | **Unit of Measure:** Percent |
|---|---|
| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level |

**Formula:**
[((Number of New Installation Orders completed in the [prior + current months]/2*) - (Total Number of New Installation-related Trouble Reports closed in the reporting period within 30 Calendar Days of Order Completion, including on the day the order is installed)) / (Number of New Installation Orders completed in the [prior + current months]/2*) ] x 100

* The value of the two-month average New Installation Orders completed is rounded up to an integer value.

**Exclusions:**

- Trouble reports coded as follows (applies to the trouble reports subtracted from the New Installation Orders in the numerator of OP-5):
  - For products measured from MTAS data trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data, trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE)
- Subsequent trouble reports of any trouble on the installed service before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes

## OP-5 – New Service Installation Quality (Continued)

- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates, application dates, or start dates.
- Records with invalid completion, cleared, or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

| **Product Reporting:** | **Standards:** |
|---|---|
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| Qwest DSL | Parity with retail service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| • Shared Loop/Line Sharing | Diagnostic |
| • Sub-Loop Unbundling | Diagnostic |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Lines |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS with dispatch |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 |
| DS1-capable Loop | Parity with retail DS1 |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL with dispatch |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Links (EELs) | Diagnostic |
| **Availability:** Available: | **Notes:** |

## OP-5 – New Service Installation Quality (Continued)

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|---|---|
| | |

## OP-6 – Delayed Days

**Purpose:**
Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

**Description:**
OP-6A – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, , subject to exclusions specified below.

OP-6B – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders with "I" and "T" action coded line USOCs.[NOTE 2]
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 3]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 3]

| **Reporting Period**: One month | **Unit of Measure:** Average Business Days |
|---|---|

| | |
|---|---|
| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving:<br>1. Dispatches within MSAs;<br>2. Dispatches outside MSAs; and<br>3. No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:<br>4. In Interval Zone 1 areas; and<br>5. In Interval Zone 2 areas. |

**Formula:**
OP-6A = $\Sigma$[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] / (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = $\Sigma$[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)/ (Total Number of Late Orders for facility reasons completed in the reporting period)

## OP-6 – Delayed Days (continued)

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## OP-6 – Delayed Days (continued)

| Product Reporting: | Standards: |
|---|---|
| **MSA-Type Disaggregation -** | |
| • Resale – | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| DS0 (non-designed provisioning) | Parity with retail service |
| PBX Trunks (non-designed provisioning) | Parity with retail service |
| Primary ISDN (non-designed provisioning) | Parity with retail service |
| Basic ISDN (non-designed provisioning) | Parity with retail service |
| Qwest DSL (non-designed provisioning) | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| • Unbundled Loops: | |
| Analog Loop (non-designed provisioning) | Parity with retail Res and Bus POTS with dispatch |
| • Shared Loop/Line Sharing | Diagnostic |
| • Sub-Loop Unbundling | Diagnostic |
| **Zone-type Disaggregation -** | |
| • Resale | |
| Primary ISDN (designed provisioning) | Parity with retail service |
| Basic ISDN (designed provisioning) | Parity with retail service |
| DS0 (designed provisioning) | Parity with retail service |
| DS1 | Parity with retail service |
| PBX Trunks (designed provisioning) | Parity with retail service |
| Qwest DSL (designed provisioning) | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line- Service |
| UDIT – Above DS1 level | Parity with retail Private Line- Services above DS1 level |
| Dark fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop (designed provisioning) | Parity with retail Res and Bus POTS with dispatch |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL, with dispatch |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | Diagnostic |

## OP-6 – Delayed Days (continued)

| | |
|---|---|
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Links (EELs) | Diagnostic |

**Availability:**
Available

**Notes:**

1. Saturday is counted as a business day when the service order is completed on Saturday.
2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.
3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

## OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

**Purpose:**
Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.

**Description:**
Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of Qwest's applicable tests for the loop.

- Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- "Hot cut" refers to moving the service of existing customers from Qwest's switch/frames to the CLEC's equipment, via unbundled loops, that will serve the customers.
- "Lift" time is defined as when Qwest disconnects the existing loop.
- "Completion time" is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.

| | |
|---|---|
| **Reporting Period:** One month | **Unit of Measure:** Hours and Minutes |
| **Reporting Comparisons:** CLEC aggregate and individual CLEC results | **Disaggregation Reporting:** Statewide level |

**Formula:**
Σ[Completion time – Lift time] / (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)

**Exclusions:**

- Time intervals associated with CLEC-caused delays.
- Records missing data essential to the calculation of the measurement per the PID.
- Invalid start/stop dates/times or invalid scheduled date/times.

| | |
|---|---|
| **Product Reporting:** Coordinated Unbundled Loops – Reported separately for:<br>• Analog Loops<br>• All other Loop Types | **Standard:** Diagnostic in light of OP-13 (Coordinated Cuts On Time) |
| **Availability:**<br>Available | **Notes:** |

## OP-13 – Coordinated Cuts On Time – Unbundled Loop

**Purpose:**
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

**Description:**

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

    | | |
    |---|---|
    | 1 to 16 lines: | 1 Hour |
    | 17 to 24 lines: | 2 Hours |
    | 25+ lines: | Project* |

  - All other unbundled loops:

    | | |
    |---|---|
    | 1 to 5 lines: | 1 Hour |
    | 6 to 8 lines: | 2 Hours |
    | 9 to 11 lines: | 3 Hours |
    | 12 to 24 lines: | 4 Hours |
    | 25+ lines: | Project* |

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

| | |
|---|---|
| **Reporting Period:** One month | **Unit of Measure:** Percent |
| **Reporting Comparisons:** CLEC aggregate and individual CLEC results | **Disaggregation Reporting:** Statewide level.<br>Results for this measurement will be reported according to:<br>OP-13A Cuts Completed On Time<br>OP-13B Cuts Started Without CLEC Approval |

## OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

**Formula:**

- OP-13A = (Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") / (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period) x 100
- OP-13B = (Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) / (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period) x 100

**Exclusions:**

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

| **Product Reporting:** Coordinated Unbundled Loops – Reported separately for:<br>• Analog Loops<br>• All Other Loops | **Standard:**<br>**OP-13A:** 95 Percent or more<br>**OP-13B:** Diagnostic |
|---|---|
| **Availability:**<br>Available | **Notes:**<br>1. In results from Aug 00 to Dec 00 orders with CLEC caused delays are excluded. Beginning with Jan 01 results, only CLEC caused delay time is excluded from the measure. |

## OP-15 – Interval for Pending Orders Delayed Past Due Date

**Purpose:**
Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

**Description:**
OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs). NOTE 2
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. NOTE 3
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. NOTE 3

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.

| **Reporting Period**: One month | **Unit of Measure:**<br>OP-15A – Average Business Days<br>OP-15B – Number of orders pending facilities |
|---|---|
| **Reporting Comparisons:**<br>CLEC aggregate, individual CLEC,Qwest retail | **Disaggregation Reporting:**<br>Statewide level. |

**Formula:**
OP-15A = ∑[(Last Day of Reporting Period) – (Applicable Due Date of Late Pending Order) -(Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] / (Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period)
OP-15B =(Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

| **Product Reporting:** | **Standards:** OP-15B = diagnostic only |
|---|---|
| | For OP-15A: |
| • Resale | |
| Residential single line service | Diagnostic (Expectation: Parity with retail service) |
| Business single line service | Diagnostic (Expectation: Parity with retail service) |
| Centrex | Diagnostic (Expectation: Parity with retail service) |
| Centex 21 | Diagnostic (Expectation: Parity with retail service) |
| | |
| PBX Trunk | Diagnostic (Expectation: Parity with retail service) |
| Basic ISDN | Diagnostic (Expectation: Parity with retail service |
| Qwest DSL | Diagnostic (Expectation: Parity with retail service) |
| Primary ISDN | Diagnostic (Expectation: Parity with retail service) |
| DS0 | Diagnostic (Expectation: Parity with retail service) |
| DS1 | Diagnostic (Expectation: Parity with retail service) |
| DS3 and higher bit-rate services (aggregate) | Diagnostic (Expectation: Parity with retail service) |
| Frame Relay | Diagnostic (Expectation: Parity with retail service) |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Diagnostic (Expectation: Parity with retail service) |
| • Shared Loop/Line Sharing | Diagnostic |
| • Sub-Loop Unbundling | Diagnostic |
| • | |
| • LIS Trunks | Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Diagnostic (Expectation: Parity with DS1 Private Line- Service) |
| UDIT – Above DS1 level | Diagnostic (Expectation: Parity with Private Line-Services above DS1 level) |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch) |
| Non-loaded Loop (2-wire) | Diagnostic (Expectation: Parity with retail ISDN BRI) |
| Non-loaded Loop (4-wire) | Diagnostic (Expectation: Parity with retail DS1) |
| DS1-capable Loop | Diagnostic (Expectation: Parity with retail DS1) |
| ISDN-capable Loop | Diagnostic (Expectation: Parity with ISDN-BRI) |
| ADSL-qualified Loop | Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch) |
| Loop types of DS3 or higher bit rate (aggregate) | Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| • E911/911 Trunks | Diagnostic (Expectation: Parity with retail E911/911 Trunks) |
| • Enhanced Extended Links (EELs) | Diagnostic |

| **Availability:** | **Notes:** |
|---|---|
| Available | 1. Through Jan 01 results reported include products that flow through the design process only. Beginning with Feb 01, results reported include both design flow and non-design flow for products. |

## OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

| | |
|---|---|
| | 2. Prior to Aug 01 results the specified Change order types (i.e., with 'T' & 'T' action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.<br>3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. |

## MR-3 – Out of Service Cleared within 24 Hours

**Purpose:**
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

**Description:**
Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

| **Reporting Period:** One month | **Unit of Measure:** Percent |
|---|---|

| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving:<br>MR-3A Dispatches within MSAs;<br>MR-3B Dispatches outside MSAs; and<br>MR-3C No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:<br>MR-3D In Interval Zone 1 areas; and<br>MR-3E In Interval Zone 2 areas. |
|---|---|

**Formula:**
(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) / (Total Number of Out of Service Trouble Reports closed in the reporting period) x 100

Explanation: Percentage is obtained by dividing the total number of OOS reports cleared within 24 hours by the total number of OOS reports closed during the measurement period.

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.

## MR-3 – Out of Service Cleared within 24 Hours (Continued)

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## MR-3 – Out of Service Cleared within 24 Hours (Continued)

| Product Reporting: | Standards: |
|---|---|
| MSA-Type Disaggregation - | |
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with appropriate retail service |
| • Shared Loop/Line Sharing | Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | Diagnostic |
| Zone-Type Disaggregation - | |
| - Resale- | |
| Qwest DSL | Parity with retail service |
| - Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2 wire) | Parity with retail ISDN-BRI |
| ISDN-capable Loop | Parity with ISDN-BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| **Availability:**<br>• Available(except as noted below)<br>• Under Development:<br>Retail comparable for Shared Loop/Line Sharing - TBD | **Notes:** |

## MR-4 – All Troubles Cleared within 48 hours

**Purpose:**
Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

**Description:**
Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

| **Reporting Period:** One month | **Unit of Measure:** Percent |
|---|---|

| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving:<br>MR-4A Dispatches within MSAs;<br>MR-4B Dispatches outside MSAs; and<br>MR-4C No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:<br>MR-4D In Interval Zone 1 areas; and<br>MR-4E In Interval Zone 2 areas |
|---|---|

**Formula:**
[ (Total Trouble Reports closed in the reporting period that are cleared within 48 hours) / (Total Trouble Reports closed in the reporting period) ] x 100

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## MR-3 – Out of Service Cleared within 24 Hours (Continued)

| **Product Reporting:** | **Standards:** |
|---|---|
| **MSA-Type Disaggregation -** | |
| • **Resale** | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with appropriate retail service |
| • Shared Loop/Line Sharing | Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | Diagnostic |
| **Zone-Type Disaggregation -** | |
| • **Resale** | |
| Qwest DSL | Parity with retail service |
| • Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2 wire) | Parity with retail ISDN-BRI |
| ISDN-capable Loop | Parity with retail ISDN-BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| **Availability:**<br>• Available (except as noted below)<br>• Under Development:<br>Retail comparable for Shared Loop/Line Sharing - TBD | ***Notes:*** |

## MR-5 – All Troubles Cleared within 4 hours

**Purpose:**
Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

**Description:**
Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is cleared.

| **Reporting Period:** One month | **Unit of Measure**: Percent |
|---|---|
| **Reporting Comparisons:**<br>CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>Results for listed products will be disaggregated according to trouble reports:<br>MR-5A In Interval Zone 1 areas; and<br>MR-5B In Interval Zone 2 areas. |

**Formula:**
[(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) / (Total Trouble Reports closed in the reporting period)] x 100

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## MR-5 – All Troubles Cleared within 4 hours (continued)

| **Product Reporting:** | **Standards:** |
|---|---|
| **Zone-Type Disaggregation -** | |
| * **Resale:** | |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| * LIS Trunks | Parity with Feature Group D (aggregate) |
| * Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with Private Line- Services above DS1 level |
| * Unbundled Loops: | |
| Non-loaded Loop (4-wire) | Parity with retail DS1 |
| DS1-capable Loop | Parity with retail DS1 |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| * E911/911 Trunks | Parity with retail E911/911 Trunks |
| * Enhanced Extended Links (EELs) | Diagnostic |
| **Availability:** Available | **Notes:** . |

## MR-6 – Mean Time to Restore

**Purpose:**
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

**Description:**
Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time of receipt to date and time trouble is cleared.

**Reporting Period:** One month | **Unit of Measure:** Hours and Minutes

**Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results

***Disaggregation Reporting:*** *Statewide level.*

- Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving::
  - MR-6A Dispatches within MSAs;
  - MR-6B Dispatches outside MSAs; and
  - MR-6C No dispatches.
- Results for products/services listed in Product Reporting.under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:
  - MR-6D In Interval Zone 1 areas; and
  - MR-6E In Interval Zone 2 areas.

**Formula:**
$\Sigma$ [(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] / (Total number of Trouble Reports closed in the reporting period)

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## MR-6 – Mean Time to Restore (Continued)

| Product Reporting: | Standards: |
|---|---|
| **MSA-Type Disaggregation -** | |
| * Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| * Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| * Shared Loop/Line Sharing | Parity with RES and BUS POTS |
| * Sub-Loop Unbundling | Diagnostic |
| **Zone-Type Disaggregation -** | |
| * Resale | |
| Qwest DSL | Parity with retail service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| * LIS Trunks | Parity with Feature Group D (aggregate) |
| * Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| * Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| * E911/911 Trunks | Parity with retail E911/911 Trunks |
| * Enhanced Extended Links (EELs) | Diagnostic |
| **Availability:**<br>* Available (except as noted below)<br>* Under Development:<br>Retail comparable for Shared Loop/Line Sharing - TBD | **Notes:**<br>1. Saturday is counted as a business day when the repair is completed on Saturday. |

## MR-7 – Repair Repeat Report Rate

**Purpose:**
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same trouble within a specified period (30 calendar days).

**Description:**
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that are received within thirty (30) days of the previous trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit number of the trouble reports with reports received in the prior 30 days.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the immediately-preceding trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

| **Reporting Period:** One month | **Unit of Measure:** Percent |
|---|---|

| | |
|---|---|
| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>• Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving:<br>MR-7A Dispatches within MSAs;<br>MR-7B Dispatches outside MSAs; and<br>MR-7C No dispatches.<br>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:<br>MR-7D In Interval Zone 1 areas; and<br>MR-7E In Interval Zone 2 areas. |

**Formula:**
[(Total repeated trouble reports closed within the reporting period that were received within 30 calendar days of when the preceding initial trouble report closed) / (Total number of Trouble Reports Closed in the reporting period)] x 100).

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.

## MR-7 – Repair Repeat Report Rate (Continued)

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

| | |
|---|---|
| Flex Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| • Shared Loop/Line Sharing | Diagnostic |
| • Sub-Loop Unbundling | Diagnostic |
| Loop-Type Disaggregation - | |
| • Resale | |
| Qwest DSL | Parity with retail service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Links (EELs) | Diagnostic |
| Availability:<br>Available | Notes: |

## MR-7 – Repair Repeat Report Rate (Continued)

## MR-8 – Trouble Rate

**Purpose:**
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

**Description:**
Measures trouble reports by product and compares them to the number of lines in service.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

| | |
|---|---|
| **Reporting Period:** One month | **Unit of Measure**: Percent |
| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting**: Statewide level. |

**Formula:**
[(Total number of trouble reports closed in the reporting period involving the specified service grouping) / (Total number of the specified services that are in service in the reporting period)] x 100

**Exclusions:**

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

## MR-4 – Trouble Rate (continued)

| Product Reporting: | Standards: |
|---|---|
| * Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| Qwest DSL | Parity with Qwest DSL service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| * Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| * Shared Loop/Line Sharing | Parity with RES and BUS POTS |
| * Sub-Loop Unbundling | Diagnostic |
| * UB Trunks | Parity with Feature Group D (aggregate) |
| * Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| * Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| * E911/911 Trunks | Parity with retail E911/911 Trunks |
| * Enhanced Extended Links (EELs) | Diagnostic |
| **Availability:**<br>* Available (except as noted below)<br>* Under Development:<br>- Retail comparable for Shared Loop/Line Sharing - TBD | **Notes:**<br>1. Prior to Mar 01 data Centrex and Centrex 21 results were reported combined under the Centrex heading.<br>2. Prior to Mar 01 data Resale Basic and Primary ISDN results were reported combined under the Resale ISDN POTS heading. |

## MR-9 – Repair Appointments Met

**Purpose:**
Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.

**Description:**
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

| **Reporting Period:** One month | **Unit of Measure:** Percent |
|---|---|

| **Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results | **Disaggregation Reporting:** Statewide level.<br>Results for listed services will be disaggregated and reported according to trouble reports involving:<br>MR-9A Dispatches within MSAs;<br>MR-9B Dispatches outside MSAs; and<br>MR-9C No dispatches. |
|---|---|

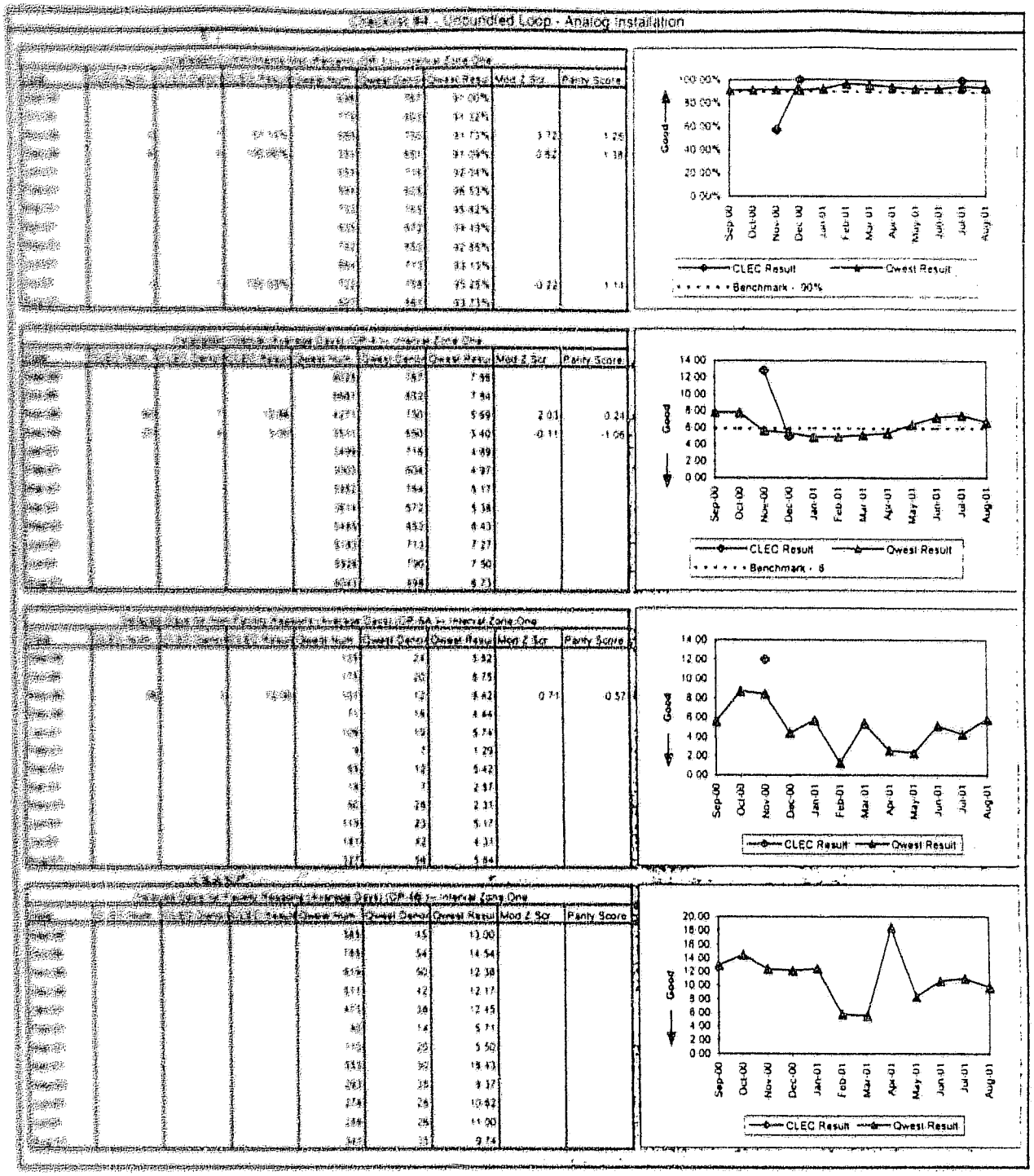
**Formula:**
[(Total Trouble Reports Cleared by appointment date and time) / (Total Trouble Reports Closed in the Reporting Period)] x 100

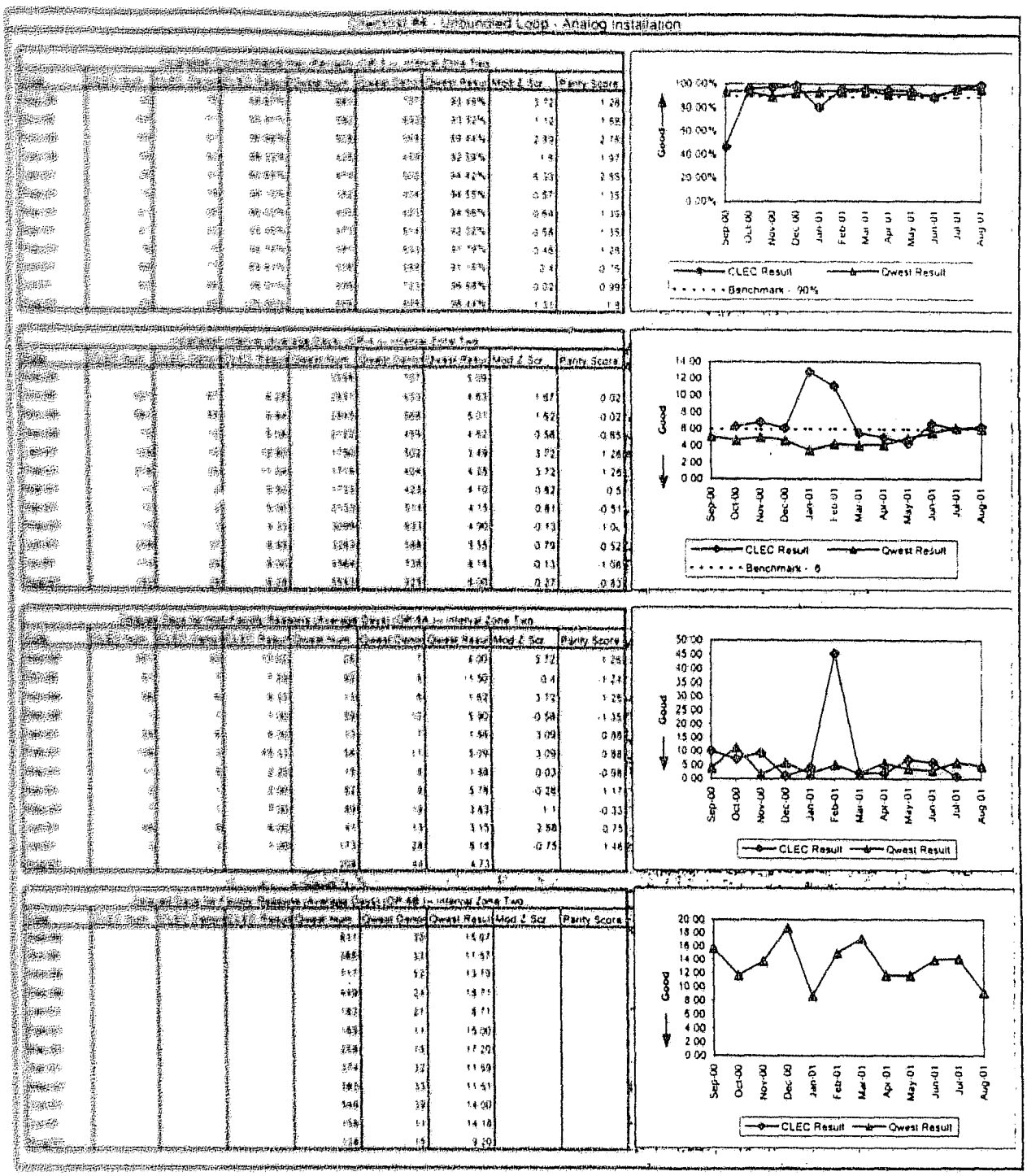
**Exclusions:**

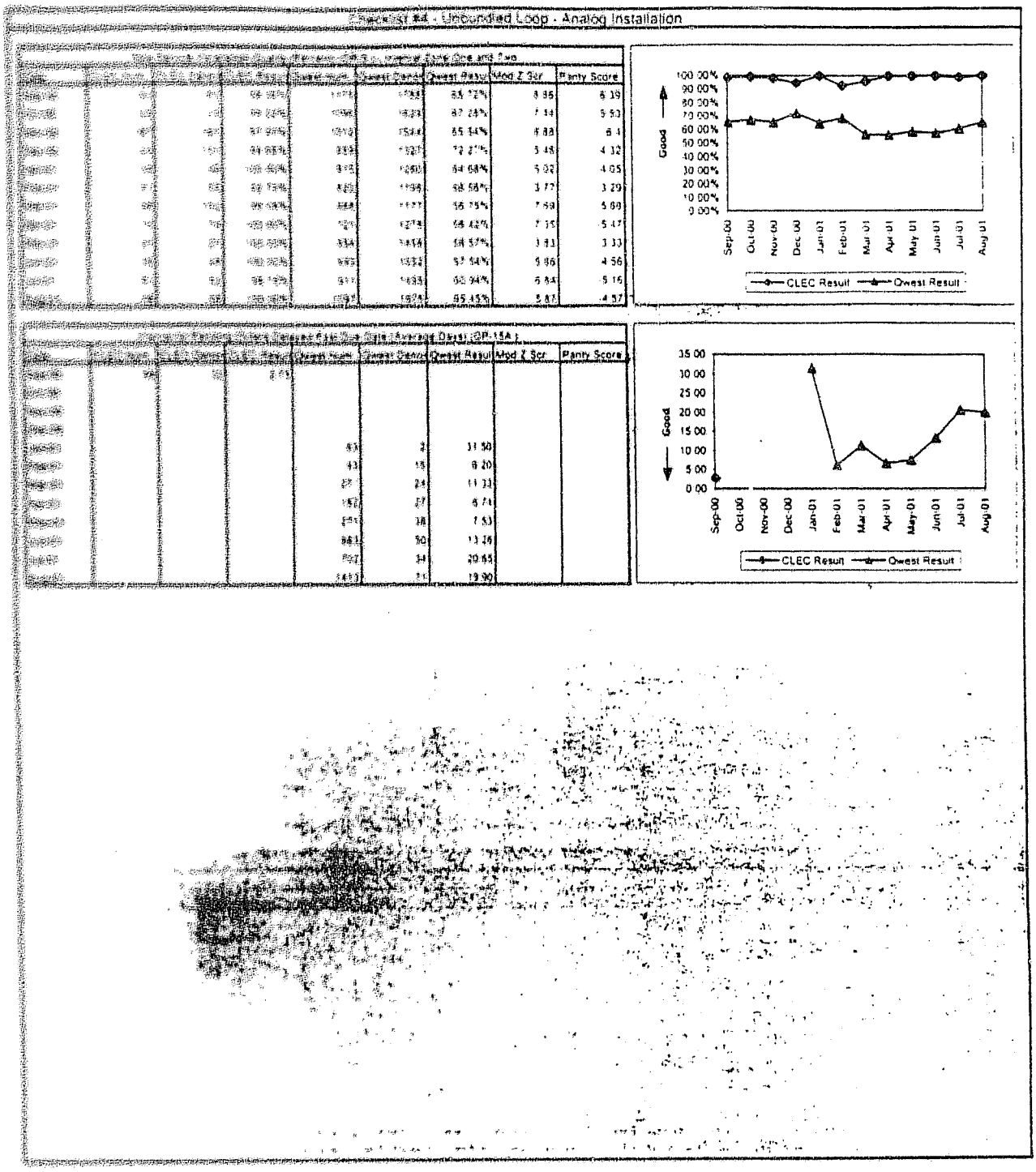
- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

| **Product Reporting:** | **Standard:** Parity |
|---|---|
| Resale:<br>Residential single line service<br>Business single line service<br>Centrex<br>PBX Trunks<br>Basic ISDN<br>Unbundled Elements – Platform (UNE-P)<br>(POTS) | |
| **Availability:**<br>Available | **Notes:** |

Docket TC 01-__
Qwest Corporation
Exhibits to the Affidavit of Jean M. Liston
Checklist Item 4 – Unbundled Loop, NIDs and Line Splitting
Cover Sheet for Exhibit JML-LOOP-14
October 24, 2001


Unbundled Loop - Analog Installation
Zone One
Mod Z Scr
Parity Score
CLEC Result
Qwest Result
Benchmark - 90%
Benchmark - 6
Good
Sep-00
Oct-00
Nov-00
Dec-00
Jan-01
Feb-01
Mar-01
Apr-01
May-01
Jun-01
Jul-01
Aug-01

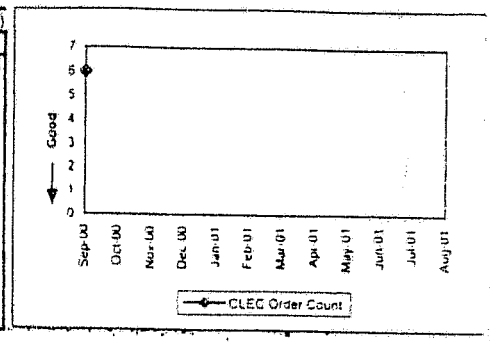

Unbundled Loop - Analog Installation
Good
CLEC Result
Qwest Result
Benchmark - 90%
Benchmark - 6
Sep-00
Oct-00
Nov-00
Dec-00
Jan-01
Feb-01
Mar-01
Apr-01
May-01
Jun-01
Jul-01
Aug-01


Sep-00
Oct-00
Nov-00
Dec-00
Jan-01
Feb-01
Mar-01
Apr-01
May-01
Jun-01
Jul-01
Aug-01
Good
CLEC Result
Qwest Result

Checklist #4 - Unbundled Loop - Analog Installation

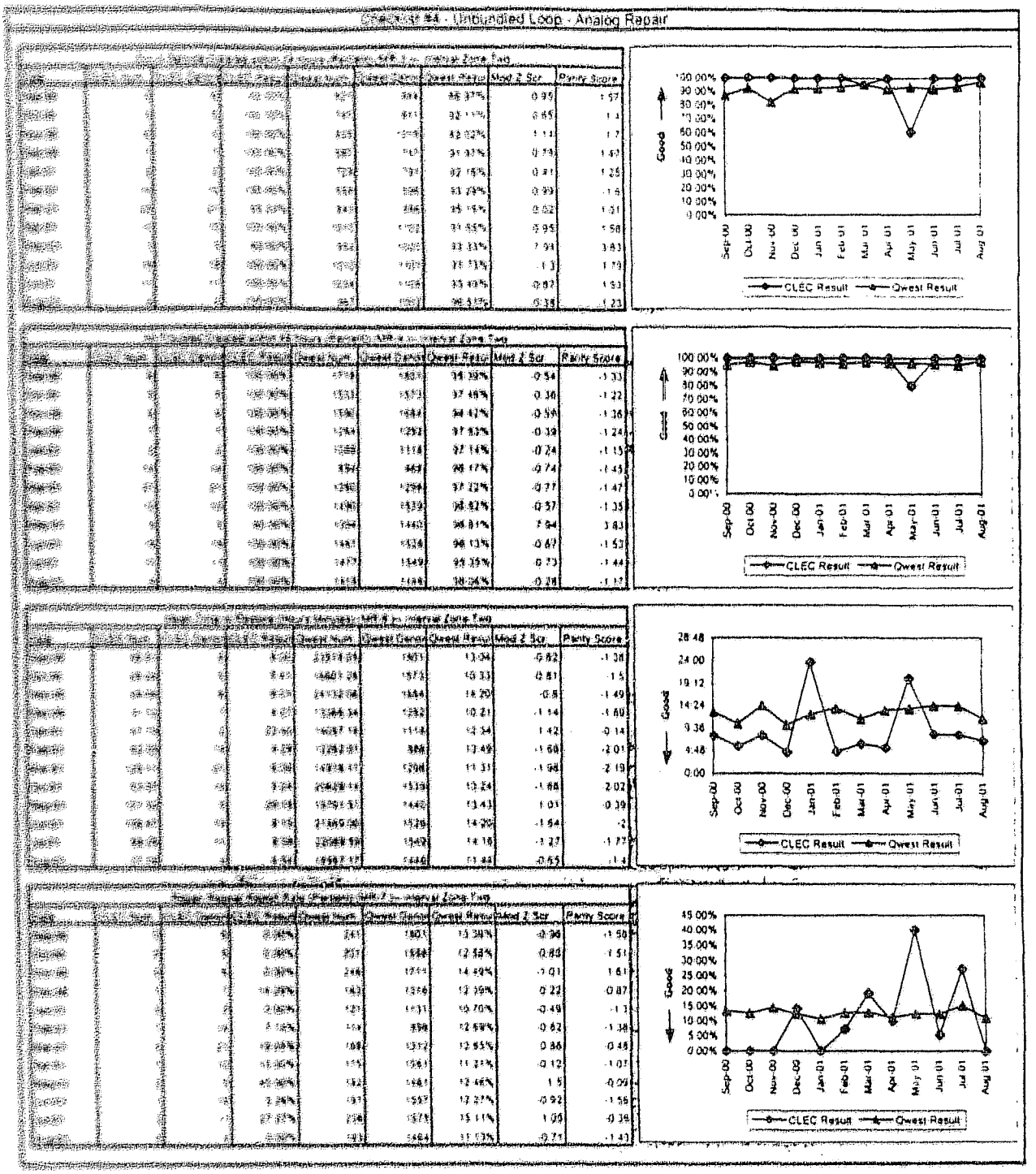
Reasons Unbundled Loop Analog (OP-15B)

| | CLEC Order Count |
|---|---|
| | 6 |



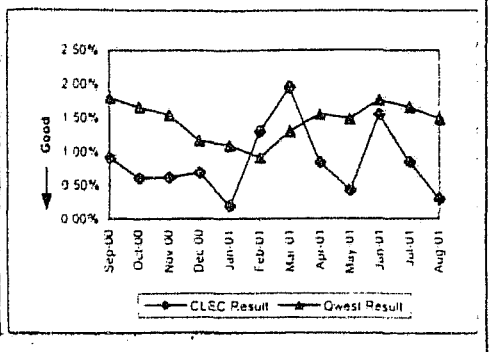
Checklist #4 - Unbundled Loop - Analog Repair

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

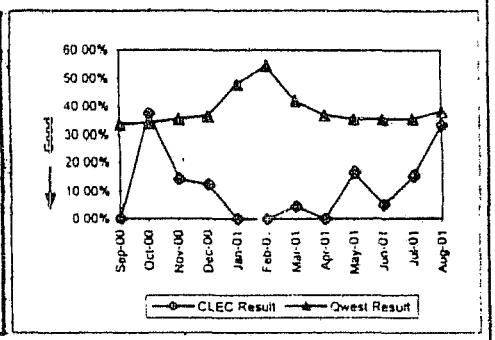

Unbundled Loop - Analog Repair
CLEC Result
Qwest Result
CLEC Result
Qwest Result
CLEC Result
Qwest Result
CLEC Result
Qwest Result

## Checklist #4 - Unbundled Loop - Analog Repair

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | 4146 | 229346 | 1.81% | -1.72 | -2.04 |
| | | | | 3781 | 227599 | 1.66% | -2.37 | -2.44 |
| | | | | 3493 | 226121 | 1.54% | -2.33 | -2.41 |
| | | | | 2629 | 224460 | 1.17% | -1.4 | -1.85 |
| | | | | 2454 | 223073 | 1.10% | -2.76 | -2.68 |
| | | | | 2030 | 221311 | 0.92% | 1.32 | -0.19 |
| | | | | 2870 | 219161 | 1.31% | 1.86 | 0.13 |
| | | | | 3400 | 217522 | 1.56% | 1.99 | -2.21 |
| | | | | 3226 | 215311 | 1.50% | 3.01 | 2.83 |
| | | | | 3787 | 213185 | 1.78% | 0.57 | -1.35 |
| | | | | 3521 | 210777 | 1.67% | 2.3 | 2.4 |
| | | | | 3113 | 208908 | 1.49% | -3.58 | -3.18 |



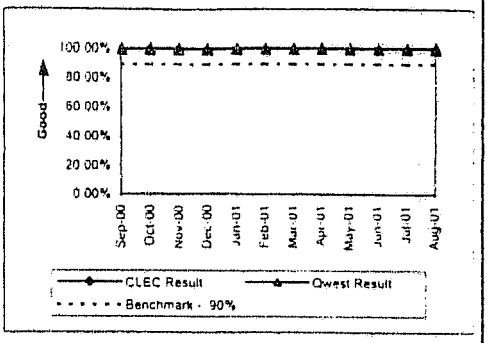

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 2110 | 6258 | 33.73% | -1.75 | -2.06 |
| | | | | 1959 | 5740 | 34.13% | 0.21 | -0.87 |
| | | | | 1921 | 5414 | 35.48% | -1.17 | -1.71 |
| | | | | 1514 | 4143 | 36.54% | -1.41 | -1.86 |
| | | | | 2273 | 4727 | 48.09% | -1.36 | -1.83 |
| | | | | 2462 | 4492 | 54.81% | -4.11 | -3.5 |
| | | | | 2086 | 4956 | 42.09% | -3.58 | -3.16 |
| | | | | 1998 | 5398 | 37.01% | -2.42 | -2.47 |
| | | | | 1780 | 5006 | 35.56% | -0.97 | -1.59 |
| | | | | 2098 | 5805 | 35.65% | -2.86 | -2.74 |
| | | | | 1950 | 5471 | 35.64% | -1.52 | -1.93 |
| | | | | 1937 | 5055 | 38.32% | -0.25 | -1.15 |



## Checklist #4 - Unbundled Loop - Non-Loaded (2-Wire) Installation

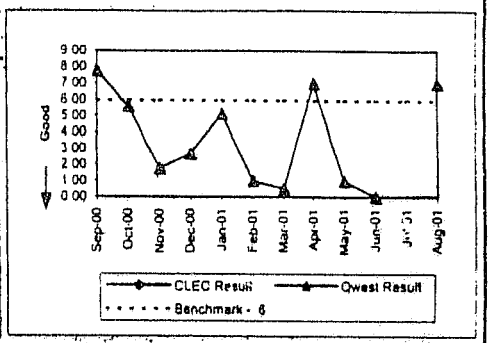
### Installation Commitments Met (Percent) (OP-3) – Interval Zone One

| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | 4 | 4 | 100.00% | | |
| | | | | 5 | 5 | 100.00% | | |
| | | | | 9 | 9 | 100.00% | | |
| | | | | 13 | 13 | 100.00% | | |
| | | | | 8 | 8 | 100.00% | | |
| | | | | 3 | 3 | 100.00% | | |
| | | | | 4 | 4 | 100.00% | | |
| | | | | 4 | 4 | 100.00% | | |
| | | | | 2 | 2 | 100.00% | | |
| | | | | 4 | 4 | 100.00% | | |
| | | | | 1 | 1 | 100.00% | | |
| | | | | 2 | 2 | 100.00% | | |



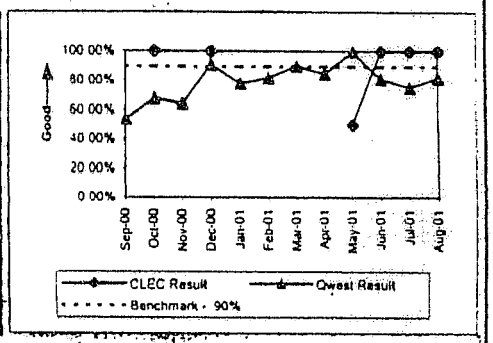

### Average Installation Interval (OP-4) – Interval Zone One

| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | 31 | 4 | 7.75 | | |
| | | | | 28 | 5 | 5.60 | | |
| | | | | 16 | 9 | 1.78 | | |
| | | | | 35 | 13 | 2.69 | | |
| | | | | 41 | 8 | 5.12 | | |
| | | | | 3 | 3 | 1.00 | | |
| | | | | 2 | 4 | 0.50 | | |
| | | | | 28 | 4 | 7.00 | | |
| | | | | 2 | 2 | 1.00 | | |
| | | | | 0 | 2 | 0.00 | | |
| | | | | | | | | |
| | | | | 14 | 2 | 7.00 | | |



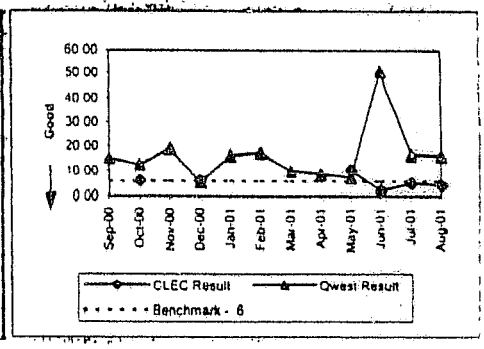

### Installation Commitments Met (Percent) (OP-3) – Interval Zone Two

| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | 7 | 13 | 53.85% | | |
| | | | 100.00% | 17 | 25 | 68.00% | -0.93 | -1.57 |
| | | | | 6 | 14 | 84.29% | | |
| | | | 100.00% | 10 | 11 | 90.91% | -0.3 | -1.18 |
| | | | | 14 | 18 | 77.78% | | |
| | | | | 9 | 11 | 81.82% | | |
| | | | | 18 | 20 | 90.00% | | |
| | | | | 11 | 13 | 84.62% | | |
| | | | 50.00% | 10 | 10 | 100.00% | N/A | 0.97 |
| | | | 100.00% | 17 | 21 | 80.95% | -0.47 | -1.29 |
| | | | 100.00% | 6 | 8 | 75.00% | -0.85 | -1.52 |
| | | | 100.00% | 18 | 22 | 81.82% | -1.14 | -1.69 |




### Average Installation Interval (OP-4) – Interval Zone Two

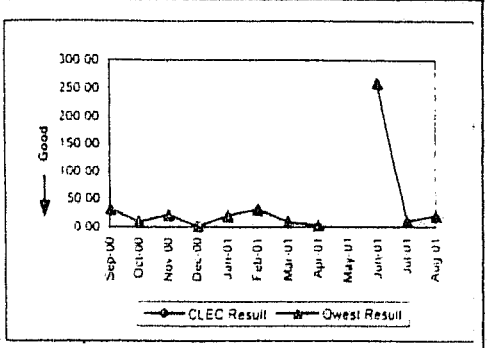
| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | 170 | 11 | 15.45 | | |
| | | | 8.00 | 279 | 22 | 12.68 | -0.68 | -1.4 |
| | | | | 268 | 14 | 19.14 | | |
| | | | 8.00 | 60 | 11 | 5.45 | 0.09 | -0.95 |
| | | | | 261 | 16 | 16.31 | | |
| | | | | 175 | 10 | 17.50 | | |
| | | | | 160 | 16 | 10.00 | | |
| | | | | 116 | 13 | 8.92 | | |
| | | | 10.50 | 66 | 9 | 7.33 | 0.76 | -0.54 |
| | | | 2.00 | 958 | 19 | 50.84 | -0.26 | 1.16 |
| | | | 1.00 | 167 | 10 | 16.70 | -0.98 | -1.6 |
| | | | 1.00 | 331 | 24 | 18.29 | -1.57 | -1.95 |



## Checklist #4 - Unbundled Loop - Non-Loaded (2-Wire) Installation

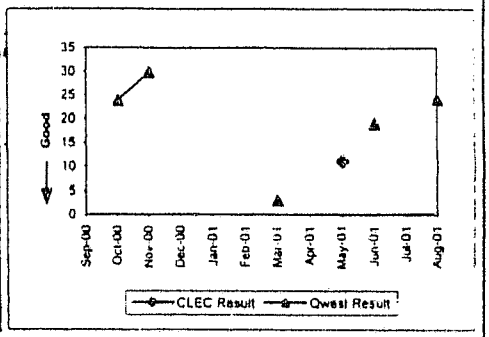
### Interval Zone Two

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 191 | 5 | 31.83 | | |
| | | | | 69 | 7 | 9.86 | | |
| | | | | 66 | 3 | 22.00 | | |
| | | | | 1 | 1 | 1.00 | | |
| | | | | 82 | 4 | 20.00 | | |
| | | | | 63 | 2 | 31.50 | | |
| | | | | 10 | 1 | 10.00 | | |
| | | | | 5 | 2 | 2.50 | | |
| | | | | | | | | |
| | | | | 781 | 3 | 260.33 | | |
| | | | | 42 | 1 | 10.50 | | |
| | | | | 57 | 3 | 19.00 | | |



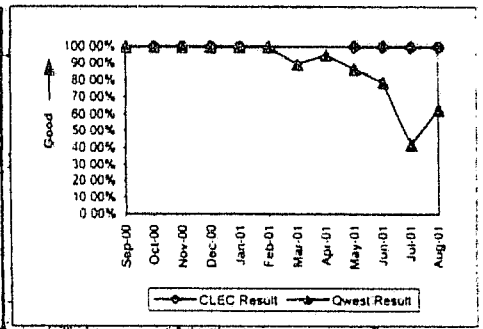

### Interval Zone Two

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 24 | 1 | 24.00 | | |
| | | | | 60 | 2 | 30.00 | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | 3 | 1 | 3.00 | | |
| | | | | | | | | |
| | | | | 19 | 1 | 19.00 | | |
| | | | | 97 | 4 | 24.25 | | |



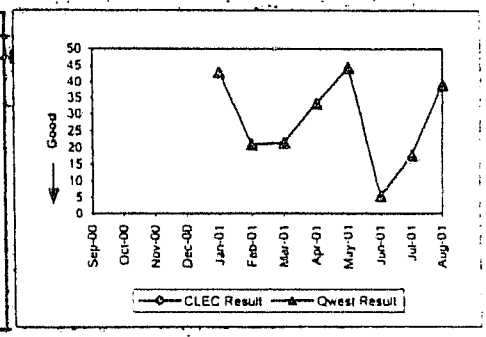

### Interval Zone One and Two

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 23 | 22 | 100.00% | | |
| | | | 100.00% | 25 | 25 | 100.00% | N/A | N/A |
| | | | 100.00% | 28 | 28 | 100.00% | N/A | N/A |
| | | | 100.00% | 24 | 24 | 100.00% | N/A | N/A |
| | | | 100.00% | 26 | 26 | 100.00% | N/A | N/A |
| | | | | 21 | 21 | 100.00% | | |
| | | | | 17 | 19 | 89.47% | | |
| | | | | 20 | 21 | 95.24% | | |
| | | | 100.00% | 13 | 15 | 86.67% | -0.38 | -1.23 |
| | | | 100.00% | 15 | 19 | 78.95% | -0.89 | -1.42 |
| | | | 100.00% | 8 | 19 | 42.11% | -1.58 | -1.96 |
| | | | 100.00% | 12 | 19 | 63.16% | -1.63 | -1.99 |



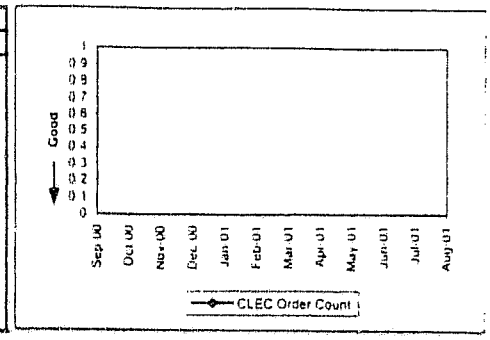

### Interval Zone Two

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | 86 | 2 | 43.00 | | |
| | | | | 21 | 1 | 21.00 | | |
| | | | | 43 | 2 | 21.50 | | |
| | | | | 67 | 2 | 33.50 | | |
| | | | | 89 | 2 | 44.50 | | |
| | | | | 33 | 6 | 5.50 | | |
| | | | | 89 | 5 | 17.80 | | |
| | | | | 118 | 3 | 39.33 | | |



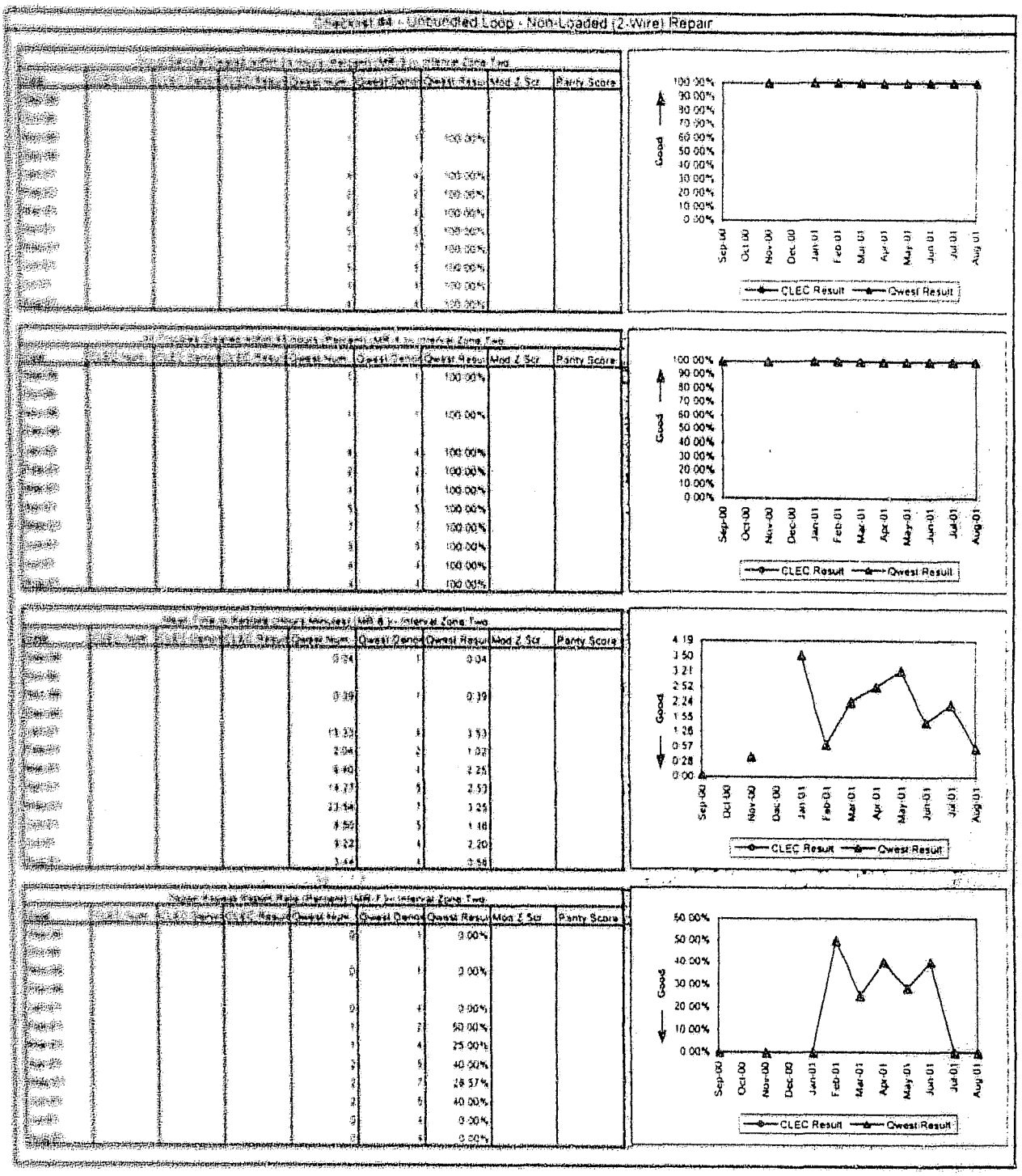
Checklist #4 - Unbundled Loop - Non-Loaded (2-Wire) Installation

| | CLEC Order Count |
|---|---|
| | |



Checklist #4 - Unbundled Loop - Non-Loaded (2-Wire) Repair

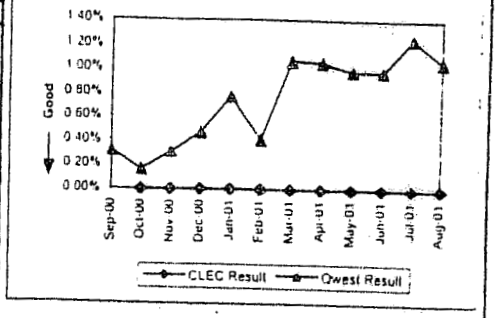
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |


Good
CLEC Result
Qwest Result

## Checklist #4 - Unbundled Loop - Non-Loaded (2-Wire) Repair

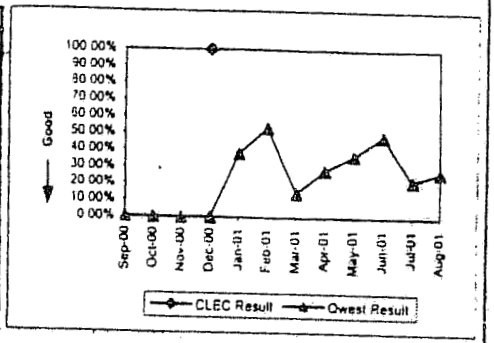
### [illegible] Interval Zone One and Two

| | | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2 | 635 | 0.32% | | |
| | | | | | 1 | 634 | 0.16% | -0.06 | -1.03 |
| | | | | | 2 | 645 | 0.31% | -0.08 | -1.05 |
| | | | | | 3 | 639 | 0.47% | -0.12 | -1.07 |
| | | | | | 13 | 1689 | 0.77% | -0.15 | -1.09 |
| | | | | | 7 | 1731 | 0.41% | -0.11 | -1.07 |
| | | | | | 18 | 1687 | 1.07% | -0.18 | -1.11 |
| | | | | | 18 | 1710 | 1.05% | -0.15 | -1.09 |
| | | | | | 17 | 1723 | 0.99% | -0.2 | -1.12 |
| | | | | | 17 | 1730 | 0.98% | -0.22 | -1.14 |
| | | | | | 22 | 1760 | 1.25% | -0.32 | -1.19 |
| | | | | | 19 | 1795 | 1.06% | -0.46 | -1.28 |




### [illegible] and Non-Qwest Reported Trouble Reports (Percent) (MR-10) - Interval Zone One and Two

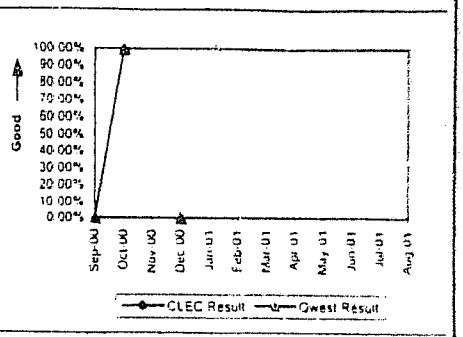
| | | | | | CLEC Result | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 0 | 2 | 0.00% | | |
| | | | | | | 0 | 1 | 0.00% | | |
| | | | | | | 0 | 2 | 0.00% | | |
| | | | | | 100.00% | 0 | 3 | 0.00% | N/A | -0.24 |
| | | | | | | 8 | 21 | 38.10% | | |
| | | | | | | 8 | 15 | 53.33% | | |
| | | | | | | 3 | 21 | 14.29% | | |
| | | | | | | 7 | 25 | 28.00% | | |
| | | | | | | 10 | 27 | 37.04% | | |
| | | | | | | 16 | 33 | 48.48% | | |
| | | | | | | 6 | 28 | 21.43% | | |
| | | | | | | 7 | 26 | 26.92% | | |



## Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Installation

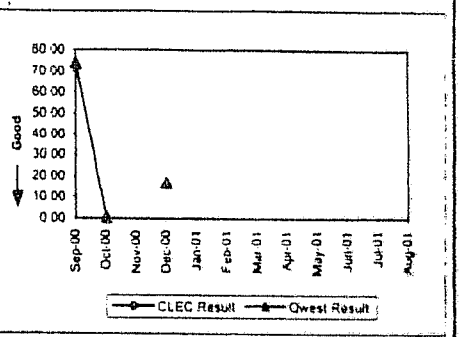
### Installation Commitments Met (Percent) (OP-3 )-- Interval Zone One

| Date | CLEC Num | CLEC Denom | CLEC Result | Std Dev | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 0 | 1 | 0.00% | | |
| Oct-00 | | | | | 1 | 1 | 100.00% | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 0 | 1 | 0.00% | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



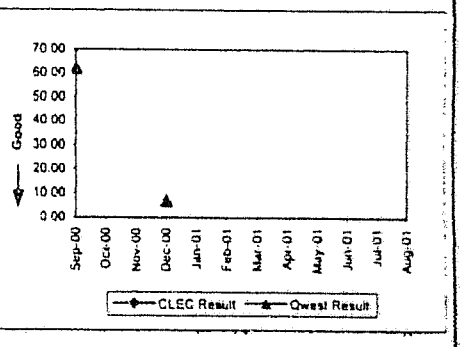

### Installation Interval (Average Days) (OP-4 )-- Interval Zone One

| Date | CLEC Num | CLEC Denom | CLEC Result | Std Dev | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 74 | 1 | 74.00 | | |
| Oct-00 | | | | | 2 | 3 | 0.67 | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 17 | 1 | 17.00 | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



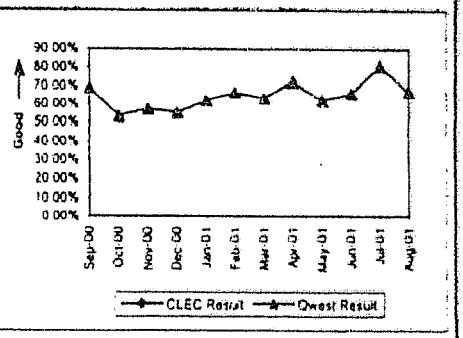

### Delayed Days for Non-Facility Reasons (Average Days) (OP-6A )-- Interval Zone One

| Date | CLEC Num | CLEC Denom | CLEC Result | Std Dev | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 82 | 1 | 82.00 | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 7 | 1 | 7.00 | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |




### Installation Commitments Met (Percent) (OP-3 )-- Interval Zone Two

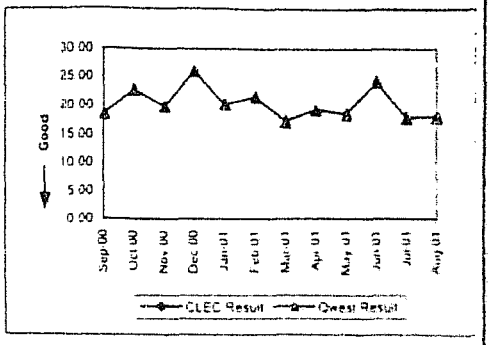
| Date | CLEC Num | CLEC Denom | CLEC Result | Std Dev | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 51 | 74 | 68.92% | | |
| Oct-00 | | | | | 47 | 88 | 53.41% | | |
| Nov-00 | | | | | 51 | 89 | 57.30% | | |
| Dec-00 | | | | | 52 | 94 | 55.32% | | |
| Jan-01 | | | | | 41 | 66 | 62.12% | | |
| Feb-01 | | | | | 46 | 69 | 66.67% | | |
| Mar-01 | | | | | 83 | 131 | 63.36% | | |
| Apr-01 | | | | | 64 | 88 | 72.73% | | |
| May-01 | | | | | 46 | 74 | 62.16% | | |
| Jun-01 | | | | | 49 | 74 | 66.22% | | |
| Jul-01 | | | | | 64 | 79 | 81.01% | | |
| Aug-01 | | | | | 70 | 104 | 67.31% | | |



## Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Installation

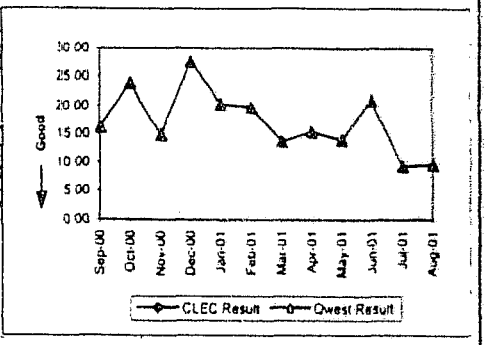
### Installation Interval (Average Days) (OP-4) – Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 1375 | 74 | 18 58 | | |
| Oct-00 | | | | | 2014 | 88 | 22 89 | | |
| Nov-00 | | | | | 1771 | 89 | 19 90 | | |
| Dec-00 | | | | | 2453 | 94 | 26 10 | | |
| Jan-01 | | | | | 1341 | 66 | 20 32 | | |
| Feb-01 | | | | | 1450 | 67 | 21 64 | | |
| Mar-01 | | | | | 2257 | 130 | 17 36 | | |
| Apr-01 | | | | | 1641 | 85 | 19 31 | | |
| May-01 | | | | | 1375 | 74 | 18 58 | | |
| Jun-01 | | | | | 1775 | 73 | 24 32 | | |
| Jul-01 | | | | | 2355 | 131 | 17 98 | | |
| Aug-01 | | | | | 2544 | 141 | 18 04 | | |



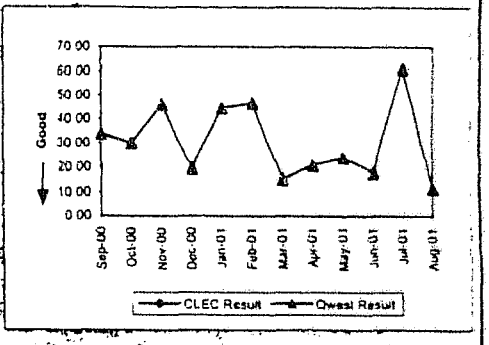

### Delayed Days for Non-Facility Reasons (Average Days) (OP-6A) – Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 292 | 18 | 16 22 | | |
| Oct-00 | | | | | 741 | 31 | 23 90 | | |
| Nov-00 | | | | | 430 | 29 | 14 83 | | |
| Dec-00 | | | | | 912 | 33 | 27 64 | | |
| Jan-01 | | | | | 445 | 22 | 20 23 | | |
| Feb-01 | | | | | 357 | 18 | 19 83 | | |
| Mar-01 | | | | | 536 | 39 | 13 74 | | |
| Apr-01 | | | | | 310 | 20 | 15 50 | | |
| May-01 | | | | | 240 | 17 | 14 12 | | |
| Jun-01 | | | | | 463 | 22 | 21 05 | | |
| Jul-01 | | | | | 599 | 64 | 9 36 | | |
| Aug-01 | | | | | 610 | 63 | 9 68 | | |



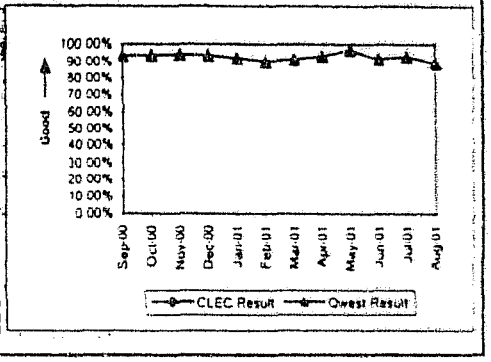

### Delayed Days for Facility Reasons (Average Days) (OP-6B) – Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 170 | 5 | 34 00 | | |
| Oct-00 | | | | | 300 | 10 | 30 00 | | |
| Nov-00 | | | | | 415 | 9 | 46 11 | | |
| Dec-00 | | | | | 177 | 9 | 19 67 | | |
| Jan-01 | | | | | 134 | 3 | 44 67 | | |
| Feb-01 | | | | | 234 | 5 | 46 80 | | |
| Mar-01 | | | | | 138 | 9 | 15 33 | | |
| Apr-01 | | | | | 84 | 4 | 21 00 | | |
| May-01 | | | | | 262 | 11 | 23 82 | | |
| Jun-01 | | | | | 54 | 3 | 18 00 | | |
| Jul-01 | | | | | 184 | 3 | 61 33 | | |
| Aug-01 | | | | | 131 | 11 | 11 91 | | |




### New Service Installation Quality (Percent) (OP-5) – Interval Zone One and Two

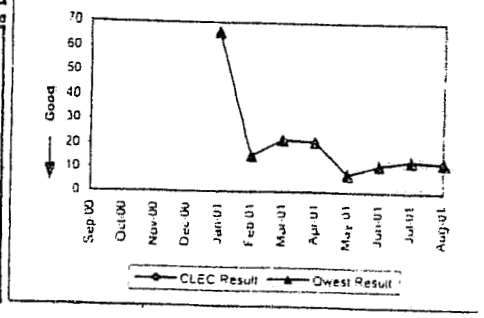
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 117 | 125 | 93 60% | | |
| Oct-00 | | | | | 92 | 98 | 93 88% | | |
| Nov-00 | | | | | 100 | 106 | 94 34% | | |
| Dec-00 | | | | | 106 | 113 | 93 81% | | |
| Jan-01 | | | | | 94 | 102 | 92 16% | | |
| Feb-01 | | | | | 73 | 81 | 90 12% | | |
| Mar-01 | | | | | 109 | 119 | 91 60% | | |
| Apr-01 | | | | | 124 | 133 | 93 23% | | |
| May-01 | | | | | 99 | 102 | 97 06% | | |
| Jun-01 | | | | | 89 | 97 | 91 75% | | |
| Jul-01 | | | | | 107 | 115 | 93 04% | | |
| Aug-01 | | | | | 123 | 138 | 89 13% | | |



## Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Installation

Interval for Pending Orders Delayed Past Due Date (Average Days) (OP-15A)

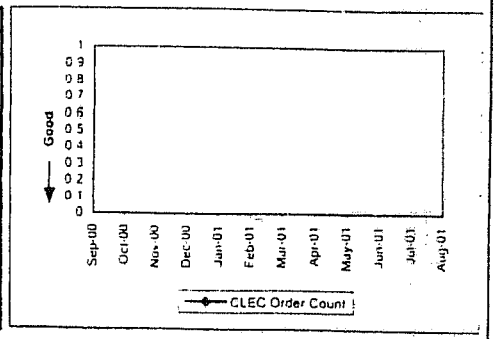
| Date | CLEC Num | CLEC Den | CLEC Res | Std Dev | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | | | | | | | | | |
| [illegible] | | | | | | | | | |
| [illegible] | | | | | | | | | |
| [illegible] | | | | | | | | | |
| [illegible] | | | | | 265 | 1 | 66.25 | | |
| [illegible] | | | | | 472 | 31 | 15.23 | | |
| [illegible] | | | | | 288 | 13 | 22.15 | | |
| [illegible] | | | | | 106 | 5 | 21.20 | | |
| [illegible] | | | | | 80 | 11 | 7.27 | | |
| [illegible] | | | | | 156 | 14 | 11.14 | | |
| [illegible] | | | | | 285 | 22 | 12.95 | | |
| [illegible] | | | | | 342 | 28 | 12.21 | | |



Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Installation

Percent Pending Orders Delayed for Facilities Reasons Unbundled Loop - 4 Wire Non-Loaded (OP-15B)

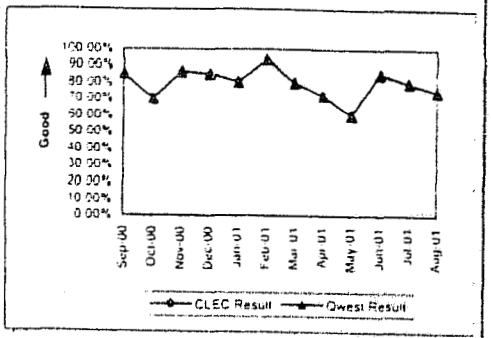
| Date | CLEC Order Count |
|---|---|
| Sep-00 | |
| Oct-00 | |
| Nov-00 | |
| Dec-00 | |
| Jan-01 | |
| Feb-01 | |
| Mar-01 | |
| Apr-01 | |
| May-01 | |
| Jun-01 | |
| Jul-01 | |
| Aug-01 | |



## Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Repair

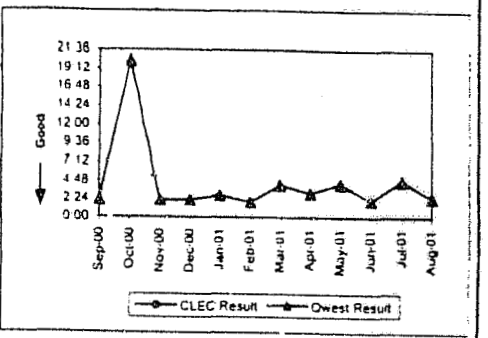
All Troubles Cleared within 4 hours (Percent) (MR-5 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 59 | 69 | 85.51% | | |
| Oct-00 | | | | | 42 | 60 | 70.00% | | |
| Nov-00 | | | | | 39 | 45 | 86.67% | | |
| Dec-00 | | | | | 41 | 48 | 85.42% | | |
| Jan-01 | | | | | 42 | 52 | 80.77% | | |
| Feb-01 | | | | | 163 | 174 | 93.68% | | |
| Mar-01 | | | | | 66 | 82 | 80.49% | | |
| Apr-01 | | | | | 42 | 58 | 72.41% | | |
| May-01 | | | | | 48 | 79 | 60.76% | | |
| Jun-01 | | | | | 85 | 99 | 85.86% | | |
| Jul-01 | | | | | 61 | 76 | 80.26% | | |
| Aug-01 | | | | | 114 | 152 | 75.00% | | |



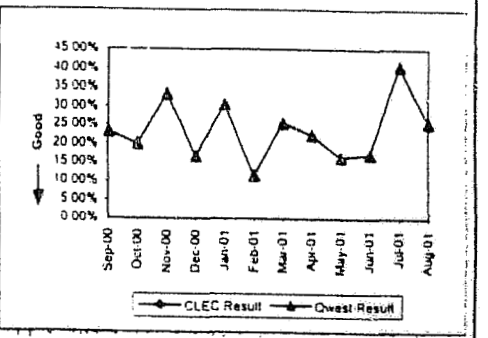

Mean Time to Restore (Hours Minutes) (MR-6 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 154.24 | 69 | 2.14 | | |
| Oct-00 | | | | | 1213.34 | 60 | 20.14 | | |
| Nov-00 | | | | | 102.38 | 45 | 2.17 | | |
| Dec-00 | | | | | 111.22 | 48 | 2.19 | | |
| Jan-01 | | | | | 151.05 | 52 | 2.54 | | |
| Feb-01 | | | | | 351.20 | 174 | 2.01 | | |
| Mar-01 | | | | | 352.35 | 82 | 4.18 | | |
| Apr-01 | | | | | 183.50 | 58 | 3.10 | | |
| May-01 | | | | | 347.28 | 79 | 4.24 | | |
| Jun-01 | | | | | 218.43 | 99 | 2.13 | | |
| Jul-01 | | | | | 364.21 | 76 | 4.48 | | |
| Aug-01 | | | | | 389.54 | 152 | 2.34 | | |



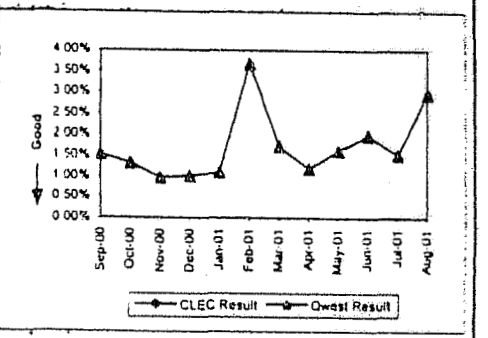

Repair Repeat Report Rate (Percent) (MR-7 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 16 | 69 | 23.19% | | |
| Oct-00 | | | | | 12 | 60 | 20.00% | | |
| Nov-00 | | | | | 15 | 45 | 33.33% | | |
| Dec-00 | | | | | 8 | 48 | 16.67% | | |
| Jan-01 | | | | | 16 | 52 | 30.77% | | |
| Feb-01 | | | | | 20 | 174 | 11.49% | | |
| Mar-01 | | | | | 21 | 82 | 25.61% | | |
| Apr-01 | | | | | 13 | 58 | 22.41% | | |
| May-01 | | | | | 13 | 79 | 16.46% | | |
| Jun-01 | | | | | 17 | 99 | 17.17% | | |
| Jul-01 | | | | | 31 | 76 | 40.79% | | |
| Aug-01 | | | | | 39 | 152 | 25.66% | | |




Trouble Rate (Percent) (MR-8 )– Interval Zone One and Two

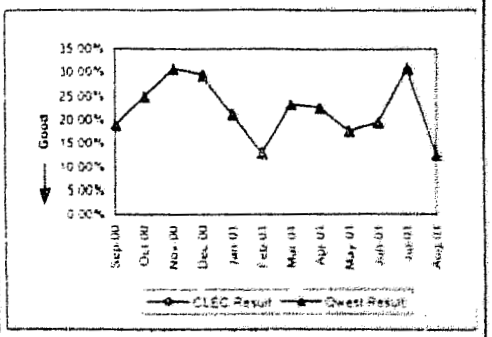
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 69 | 4490 | 1.54% | | |
| Oct-00 | | | | | 60 | 4556 | 1.32% | | |
| Nov-00 | | | | | 45 | 4654 | 0.97% | | |
| Dec-00 | | | | | 48 | 4724 | 1.02% | | |
| Jan-01 | | | | | 52 | 4718 | 1.10% | | |
| Feb-01 | | | | | 174 | 4721 | 3.69% | | |
| Mar-01 | | | | | 82 | 4721 | 1.74% | | |
| Apr-01 | | | | | 58 | 4838 | 1.20% | | |
| May-01 | | | | | 79 | 4848 | 1.63% | | |
| Jun-01 | | | | | 99 | 4966 | 1.99% | | |
| Jul-01 | | | | | 76 | 4955 | 1.53% | | |
| Aug-01 | | | | | 152 | 5094 | 2.98% | | |



## Checklist #4 - Unbundled Loop - Non-Loaded (4-Wire) Repair

Customer and Non-Qwest Related Trouble Reports (Percent) (MR-10 ) – Interval Zone One and Two

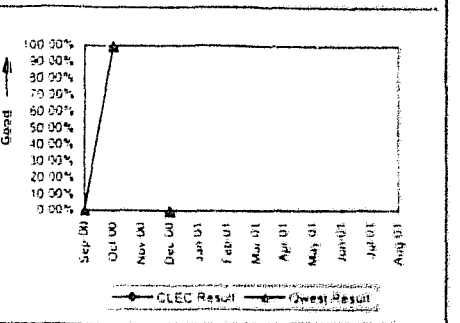
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 16 | 85 | 18.82% | | |
| Oct-00 | | | | | 20 | 80 | 25.00% | | |
| Nov-00 | | | | | 20 | 65 | 30.77% | | |
| Dec-00 | | | | | 20 | 68 | 29.41% | | |
| Jan-01 | | | | | 14 | 66 | 21.21% | | |
| Feb-01 | | | | | 25 | 200 | 13.00% | | |
| Mar-01 | | | | | 25 | 107 | 23.36% | | |
| Apr-01 | | | | | 17 | 75 | 22.67% | | |
| May-01 | | | | | 17 | 96 | 17.71% | | |
| Jun-01 | | | | | 24 | 123 | 19.51% | | |
| Jul-01 | | | | | 34 | 110 | 30.91% | | |
| Aug-01 | | | | | 22 | 174 | 12.64% | | |



## Checklist #4 - Unbundled Loop - DS1 Capable Installation

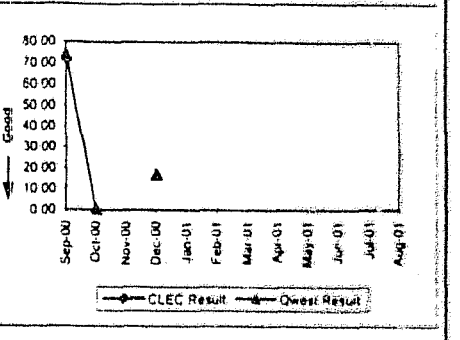
### Installation Commitments Met (Percent) (OP-3 )– Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 0 | 1 | 0.00% | | |
| Oct-00 | | | | | 1 | 1 | 100.00% | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 0 | 1 | 0.00% | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



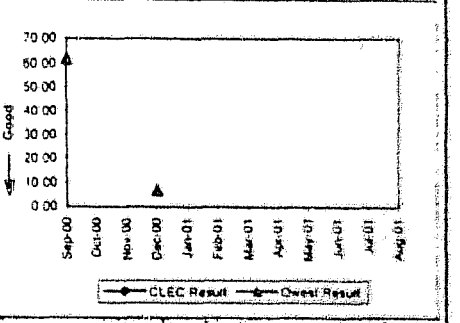

### Installation Interval (Average Days) (OP-4 )– Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 74 | 1 | 74.00 | | |
| Oct-00 | | | | | 2 | 3 | 0.67 | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 17 | 1 | 17.00 | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



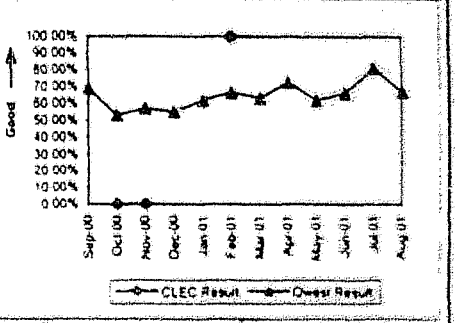

### Delayed Days for Non-Facility Reasons (Average Days) (OP-6A )– Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 62 | 1 | 62.00 | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | 7 | 1 | 7.00 | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



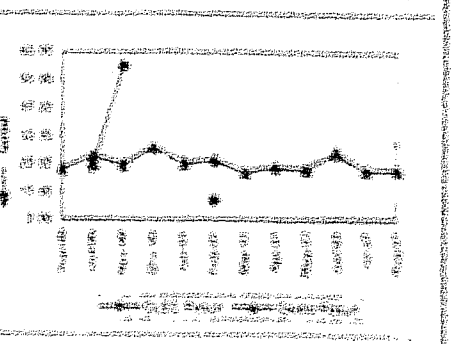

### Installation Commitments Met (Percent) (OP-3 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 51 | 74 | 68.92% | | |
| Oct-00 | 0 | 1 | 0.00% | 0.00% | 47 | 88 | 53.41% | 1.61 | -0.02 |
| Nov-00 | 0 | 1 | 0.00% | 0.00% | 51 | 89 | 57.30% | 2.93 | 0.75 |
| Dec-00 | | | | | 52 | 94 | 55.32% | | |
| Jan-01 | | | | | 41 | 66 | 62.12% | | |
| Feb-01 | 1 | 1 | 100.00% | 0.00% | 46 | 69 | 66.67% | -0.7 | -1.43 |
| Mar-01 | | | | | 83 | 131 | 63.36% | | |
| Apr-01 | | | | | 64 | 88 | 72.73% | | |
| May-01 | | | | | 46 | 74 | 62.16% | | |
| Jun-01 | | | | | 49 | 74 | 66.22% | | |
| Jul-01 | | | | | 64 | 79 | 81.01% | | |
| Aug-01 | | | | | 70 | 104 | 67.31% | | |

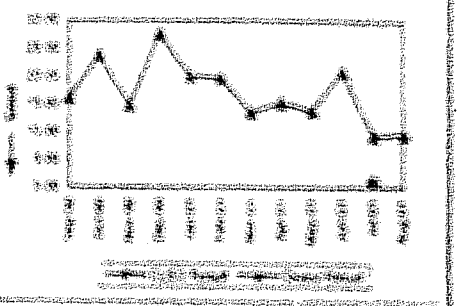


Checklist #4 - Unbundled Loop - DS1 Capable Loops

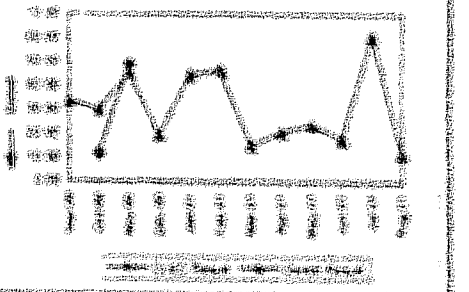
| Date | CLEC Num | CLEC Den | CLEC Perf | Sig Diff | Qwest Num | Qwest Den | Qwest Perf | Num Diff | Den Diff |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



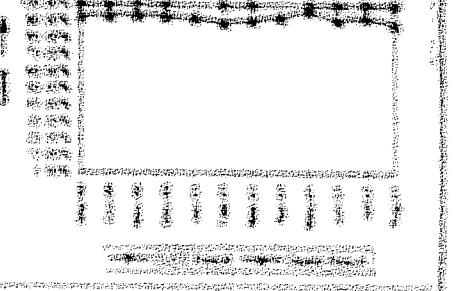
| Date | CLEC Num | CLEC Den | CLEC Perf | Sig Diff | Qwest Num | Qwest Den | Qwest Perf | Num Diff | Den Diff |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



| Date | CLEC Num | CLEC Den | CLEC Perf | Sig Diff | Qwest Num | Qwest Den | Qwest Perf | Num Diff | Den Diff |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |



| Date | CLEC Num | CLEC Den | CLEC Perf | Sig Diff | Qwest Num | Qwest Den | Qwest Perf | Num Diff | Den Diff |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |

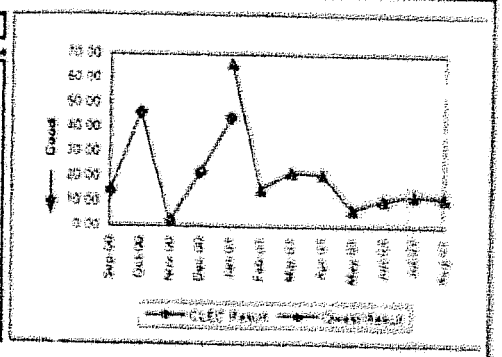


| Date | CLEC Num | CLEC Den | CLEC Perf | Sig Diff | Qwest Num | Qwest Den | Qwest Perf | Num Diff | Den Diff |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | | | | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | | | | | |
| Jul-01 | | | | | | | | | |
| Aug-01 | | | | | | | | | |

## Checklist #4 - Unbundled Loop - DS1 Capable Installation

Interval for Pending Orders Delayed Past Due Date (Average Days) (OP-15A)

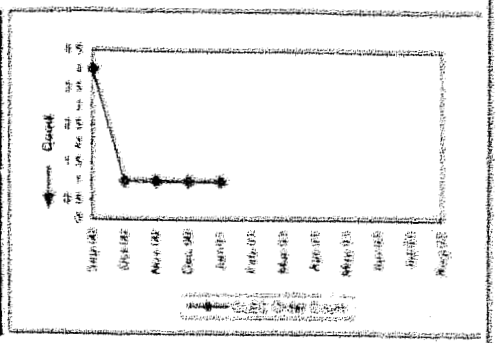
| Date | CLEC Num | CLEC Denr | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | 56 | 4 | 14.00 | 12.70 | | | | | |
| Oct-00 | 46 | 1 | 46.00 | | | | | | |
| Nov-00 | 2 | 1 | 2.00 | | | | | | |
| Dec-00 | 22 | 1 | 22.00 | | | | | | |
| Jan-01 | 44 | 1 | 44.00 | | 265 | 4 | 66.25 | -0.69 | -1.42 |
| Feb-01 | | | | | 472 | 31 | 15.23 | | |
| Mar-01 | | | | | 288 | 13 | 22.15 | | |
| Apr-01 | | | | | 106 | 5 | 21.20 | | |
| May-01 | | | | | 80 | 11 | 7.27 | | |
| Jun-01 | | | | | 156 | 14 | 11.14 | | |
| Jul-01 | | | | | 285 | 22 | 12.95 | | |
| Aug-01 | | | | | 342 | 28 | 12.21 | | |



## Checklist #4 - Unbundled Loop - DS1 Capable Installation

Count of Pending Orders Delayed for Facilities Reasons Unbundled Loop - DS1 Capable (OP-15B)

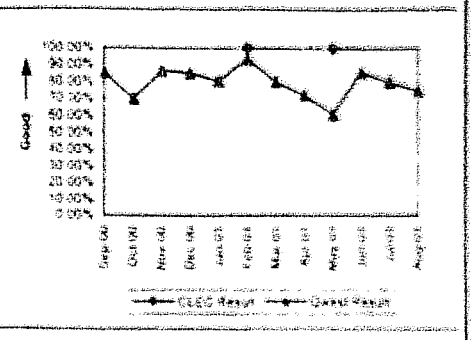
| Date | CLEC Order Count |
|---|---|
| Sep-00 | |
| Oct-00 | |
| Nov-00 | |
| Dec-00 | |
| Jan-01 | |
| Feb-01 | |
| Mar-01 | |
| Apr-01 | |
| May-01 | |
| Jun-01 | |
| Jul-01 | |
| Aug-01 | |



## Checklist #4 - Unbundled Loop - DS1 Capable Repair

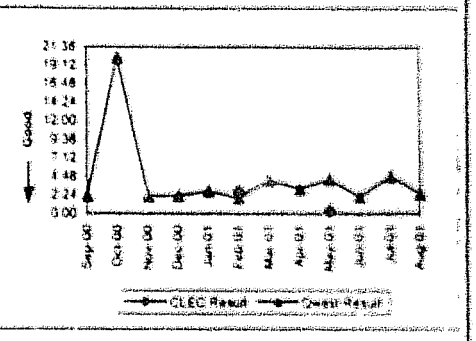
All Troubles Cleared within 4 hours (Percent) (MR-5 )-- Interval Zone Two

| Date | CLEC Num | CLEC Deno | CLEC Resu | Std Dev | Qwest Num | Qwest Deno | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 59 | 69 | 85 51% | | |
| Oct-00 | | | | | 42 | 60 | 70 00% | | |
| Nov-00 | | | | | 39 | 45 | 86 67% | | |
| Dec-00 | | | | | 41 | 48 | 85 42% | | |
| Jan-01 | | | | | 42 | 52 | 80 77% | | |
| Feb-01 | 1 | 1 | 100 00% | 0 00% | 163 | 174 | 93 68% | 0 25 | 1 15 |
| Mar-01 | | | | | 55 | 82 | 80 49% | | |
| Apr-01 | | | | | 32 | 58 | 72 41% | | |
| May-01 | 1 | 1 | 100 00% | 0 00% | 48 | 79 | 60 76% | -0 8 | -1 73 |
| Jun-01 | | | | | 85 | 99 | 85 86% | | |
| Jul-01 | | | | | 61 | 76 | 80 26% | | |
| Aug-01 | | | | | 114 | 152 | 75 00% | | |



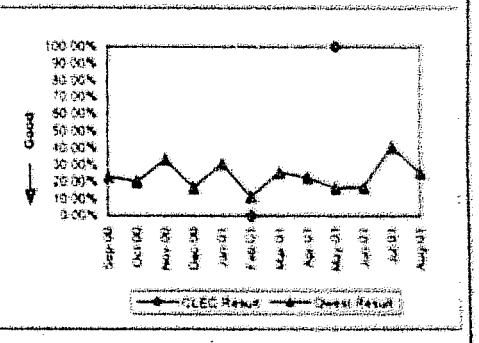

Mean Time to Restore (Hours Minutes) (MR-6 )-- Interval Zone Two

| Date | CLEC Num | CLEC Deno | CLEC Resu | Std Dev | Qwest Num | Qwest Deno | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 154 24 | 69 | 2 14 | | |
| Oct-00 | | | | | 1213 34 | 60 | 20 14 | | |
| Nov-00 | | | | | 102 38 | 45 | 2 17 | | |
| Dec-00 | | | | | 115 22 | 48 | 2 19 | | |
| Jan-01 | | | | | 151 05 | 52 | 2 54 | | |
| Feb-01 | 2 51 | 1 | 2 51 | | 351 20 | 174 | 2 01 | 0 92 | -0 44 |
| Mar-01 | | | | | 352 35 | 82 | 4 18 | | |
| Apr-01 | | | | | 183 50 | 58 | 3 10 | | |
| May-01 | 0 21 | 1 | 0 21 | | 347 28 | 79 | 4 24 | 0 6 | -1 35 |
| Jun-01 | | | | | 218 43 | 99 | 2 13 | | |
| Jul-01 | | | | | 364 21 | 76 | 4 48 | | |
| Aug-01 | | | | | 389 54 | 152 | 2 34 | | |



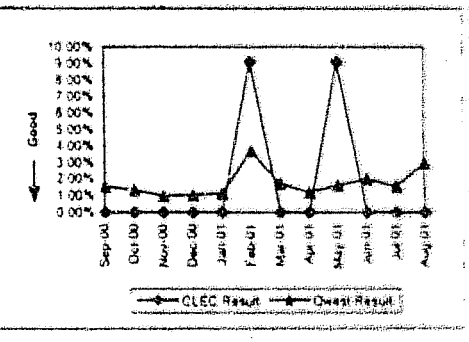

Repair Repeat Report Rate (Percent) (MR-7 )-- Interval Zone Two

| Date | CLEC Num | CLEC Deno | CLEC Resu | Std Dev | Qwest Num | Qwest Deno | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 16 | 69 | 23 19% | | |
| Oct-00 | | | | | 12 | 60 | 20 00% | | |
| Nov-00 | | | | | 15 | 45 | 33 33% | | |
| Dec-00 | | | | | 8 | 48 | 16 67% | | |
| Jan-01 | | | | | 16 | 52 | 30 77% | | |
| Feb-01 | 0 | 1 | 0 00% | 0 00% | 20 | 174 | 11 49% | -0 36 | -1 22 |
| Mar-01 | | | | | 21 | 82 | 25 61% | | |
| Apr-01 | | | | | 13 | 58 | 22 41% | | |
| May-01 | 1 | 1 | 100 00% | 0 00% | 13 | 79 | 16 46% | 1 38 | -0 15 |
| Jun-01 | | | | | 17 | 99 | 17 17% | | |
| Jul-01 | | | | | 31 | 76 | 40 79% | | |
| Aug-01 | | | | | 39 | 152 | 25 66% | | |




Trouble Rate (Percent) (MR-8 )-- Interval Zone One and Two

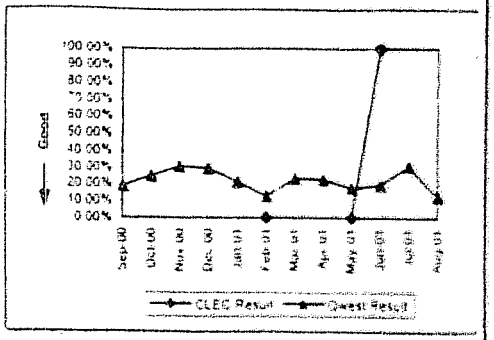
| Date | CLEC Num | CLEC Deno | CLEC Resu | Std Dev | Qwest Num | Qwest Deno | Qwest Resu | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | 0 | 2 | 0 00% | 0 00% | 69 | 4490 | 1 54% | 0 18 | -1 11 |
| Oct-00 | 0 | 4 | 0 00% | 0 00% | 60 | 4556 | 1 32% | -0 23 | -1 14 |
| Nov-00 | 0 | 7 | 0 00% | 0 00% | 45 | 4654 | 0 97% | -0 28 | -1 16 |
| Dec-00 | 0 | 7 | 0 00% | 0 00% | 48 | 4724 | 1 02% | -0 27 | -1 16 |
| Jan-01 | 0 | 7 | 0 00% | 0 00% | 52 | 4718 | 1 10% | 0 28 | 1 17 |
| Feb-01 | 1 | 11 | 9 09% | 28 75% | 174 | 4721 | 3 69% | 0 95 | -0 49 |
| Mar-01 | 0 | 11 | 0 00% | 0 00% | 82 | 4721 | 1 74% | -0 44 | -1 27 |
| Apr-01 | 0 | 11 | 0 00% | 0 00% | 58 | 4838 | 1 20% | -0 37 | -1 22 |
| May-01 | 1 | 11 | 9 09% | 28 75% | 79 | 4846 | 1 63% | 1 95 | -0 18 |
| Jun-01 | 0 | 12 | 0 00% | 0 00% | 99 | 4966 | 1 99% | -0 49 | -1 3 |
| Jul-01 | 0 | 13 | 0 00% | 0 00% | 78 | 4955 | 1 53% | -0 45 | -1 27 |
| Aug-01 | 0 | 13 | 0 00% | 0 00% | 152 | 5094 | 2 98% | -0 63 | -1 38 |



## Checklist #4 - Unbundled Loop - DS1 Capable Repair

Customer and Non-Qwest Related Trouble Reports (Percent) (MR-10 I-- Interval Zone One and Two

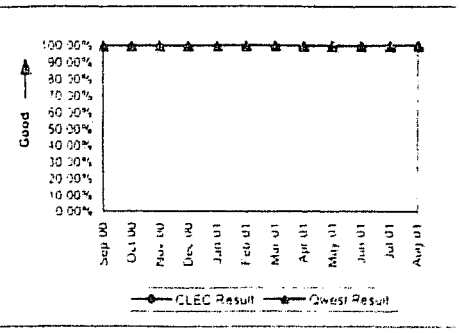
| Date | CLEC Num | CLEC Den | CLEC Resu | Std Dev | Qwest Num | Qwest Den | Qwest Resu | Mod Z Sc | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 16 | 85 | 18.82% | | |
| Oct-00 | | | | | 20 | 80 | 25.00% | | |
| Nov-00 | | | | | 20 | 65 | 30.77% | | |
| Dec-00 | | | | | 20 | 68 | 29.41% | | |
| Jan-01 | | | | | 14 | 66 | 21.21% | | |
| Feb-01 | 0 | 1 | 0.00% | 0.00% | 26 | 200 | 13.00% | 0.39 | 1.23 |
| Mar-01 | | | | | 25 | 107 | 23.36% | | |
| Apr-01 | | | | | 17 | 75 | 22.67% | | |
| May-01 | 0 | 1 | 0.00% | 0.00% | 17 | 96 | 17.71% | 0.46 | 1.28 |
| Jun-01 | 1 | 1 | 100.00% | 0.00% | 24 | 123 | 19.51% | 1.3 | 0.21 |
| Jul-01 | | | | | 34 | 110 | 30.91% | | |
| Aug-01 | | | | | 22 | 174 | 12.64% | | |



## Checklist #4 - Unbundled Loop - ISDN Capable Installation

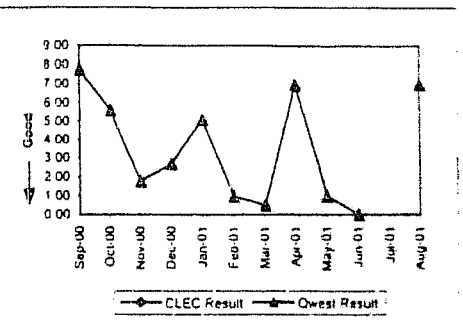
Installation Commitments Met (Percent) (OP-3) -- Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | | | | | 4 | 4 | 100 00% | | |
| [illegible] | | | | | 5 | 5 | 100 00% | | |
| [illegible] | | | | | 9 | 9 | 100 00% | | |
| [illegible] | | | | | 13 | 13 | 100 00% | | |
| [illegible] | | | | | 8 | 8 | 100 00% | | |
| [illegible] | | | | | 3 | 3 | 100 00% | | |
| [illegible] | | | | | 4 | 4 | 100 00% | | |
| [illegible] | | | | | 2 | 2 | 100 00% | | |
| [illegible] | | | | | 2 | 2 | 100 00% | | |
| [illegible] | | | | | 4 | 4 | 100 00% | | |
| [illegible] | | | | | 1 | 1 | 100 00% | | |
| [illegible] | | | | | 2 | 2 | 100 00% | | |



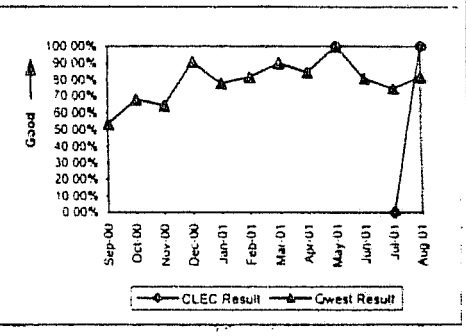

Installation Interval (Average Days) (OP-4) -- Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | | | | | 31 | 4 | 7 75 | | |
| [illegible] | | | | | 28 | 5 | 5 60 | | |
| [illegible] | | | | | 16 | 9 | 1 78 | | |
| [illegible] | | | | | 35 | 13 | 2 69 | | |
| [illegible] | | | | | 41 | 8 | 5 12 | | |
| [illegible] | | | | | 3 | 3 | 1 00 | | |
| [illegible] | | | | | 2 | 4 | 0 50 | | |
| [illegible] | | | | | 28 | 4 | 7 00 | | |
| [illegible] | | | | | 2 | 2 | 1 00 | | |
| [illegible] | | | | | 0 | 2 | 0 00 | | |
| [illegible] | | | | | | | | | |
| [illegible] | | | | | 14 | 2 | 7 00 | | |



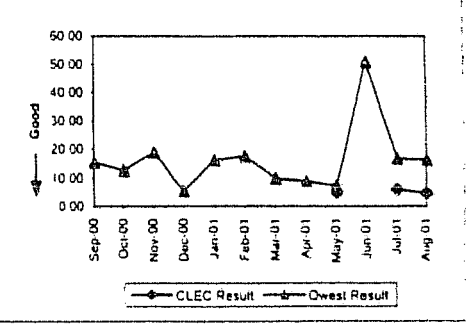

Installation Commitments Met (Percent) (OP-3) -- Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | | | | | 7 | 13 | 53 85% | | |
| [illegible] | | | | | 17 | 25 | 68 00% | | |
| [illegible] | | | | | 9 | 14 | 64 29% | | |
| [illegible] | | | | | 10 | 11 | 90 91% | | |
| [illegible] | | | | | 14 | 18 | 77 78% | | |
| [illegible] | | | | | 9 | 11 | 81 82% | | |
| [illegible] | | | | | 18 | 20 | 90 00% | | |
| [illegible] | | | | | 11 | 13 | 84 62% | | |
| [illegible] | 1 | 1 | 100 00% | 0 00% | 10 | 10 | 100 00% | N/A | N/A |
| [illegible] | | | | | 17 | 21 | 80 95% | | |
| [illegible] | 0 | 1 | 0 00% | 0 00% | 6 | 8 | 75 00% | 2 22 | 0 35 |
| [illegible] | 3 | 3 | 100 00% | 0 00% | 18 | 22 | 81 82% | -0 87 | -1 53 |




Installation Interval (Average Days) (OP-4) -- Interval Zone Two

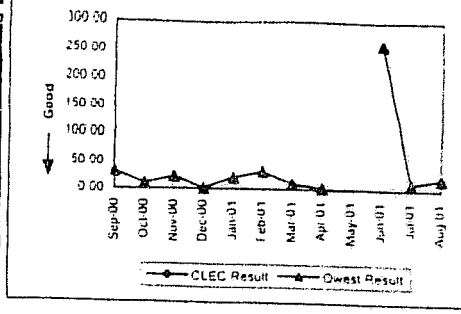
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | | | | | 170 | 11 | 15 45 | | |
| [illegible] | | | | | 279 | 22 | 12 68 | | |
| [illegible] | | | | | 268 | 14 | 19 14 | | |
| [illegible] | | | | | 60 | 11 | 5 45 | | |
| [illegible] | | | | | 261 | 16 | 16 31 | | |
| [illegible] | | | | | 176 | 10 | 17 60 | | |
| [illegible] | | | | | 160 | 16 | 10 00 | | |
| [illegible] | | | | | 115 | 13 | 8 92 | | |
| [illegible] | 1 | 1 | 5 00 | | 68 | 9 | 7 33 | -0 77 | -1 47 |
| [illegible] | | | | | 966 | 19 | 50 84 | | |
| [illegible] | 6 | 1 | 6 00 | | 167 | 10 | 16 70 | -0 68 | -1 4 |
| [illegible] | 4 | 3 | 4 67 | 0 58 | 391 | 24 | 16 29 | -1 21 | -1 74 |



## Checklist #4 - Unbundled Loop - ISDN Capable Installation

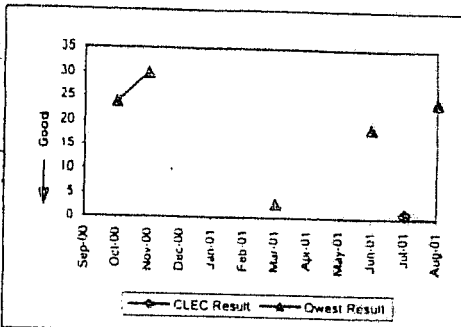
### Delayed Days for Non-Facility Reasons (Average Days) (OP-6A) – Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 191 | 6 | 31.83 | | |
| Oct-00 | | | | | 69 | 7 | 9.86 | | |
| Nov-00 | | | | | 66 | 3 | 22.00 | | |
| Dec-00 | | | | | 1 | 1 | 1.00 | | |
| Jan-01 | | | | | 80 | 4 | 20.00 | | |
| Feb-01 | | | | | 63 | 2 | 31.50 | | |
| Mar-01 | | | | | 10 | 1 | 10.00 | | |
| Apr-01 | | | | | 5 | 2 | 2.50 | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | 781 | 3 | 260.33 | | |
| Jul-01 | | | | | 42 | 4 | 10.50 | | |
| Aug-01 | | | | | 57 | 3 | 19.00 | | |



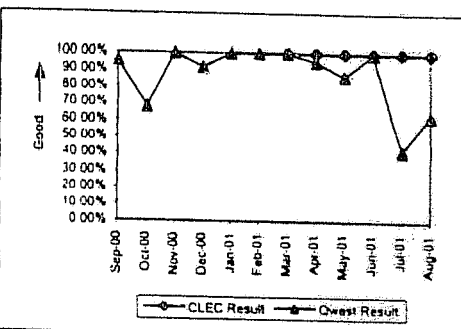

### Delayed Days for Facility Reasons (Average Days) (OP-6B) – Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | 24 | 1 | 24.00 | | |
| Nov-00 | | | | | 60 | 2 | 30.00 | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | | | | | |
| Feb-01 | | | | | | | | | |
| Mar-01 | | | | | 3 | 1 | 3.00 | | |
| Apr-01 | | | | | | | | | |
| May-01 | | | | | | | | | |
| Jun-01 | | | | | 19 | 1 | 19.00 | | |
| Jul-01 | 1 | 1 | 1.00 | | | | | | |
| Aug-01 | | | | | 97 | 4 | 24.25 | | |



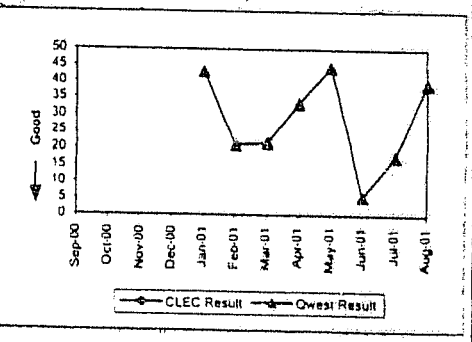

### New Service Installation Quality (Percent) (OP-5) – Interval Zone One and Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 21 | 22 | 95.45% | | |
| Oct-00 | | | | | 17 | 25 | 68.00% | | |
| Nov-00 | | | | | 28 | 28 | 100.00% | | |
| Dec-00 | | | | | 22 | 24 | 91.67% | | |
| Jan-01 | | | | | 26 | 26 | 100.00% | | |
| Feb-01 | | | | | 21 | 21 | 100.00% | | |
| Mar-01 | 1 | 1 | 100.00% | 0.00% | 19 | 19 | 100.00% | N/A | N/A |
| Apr-01 | 1 | 1 | 100.00% | 0.00% | 20 | 21 | 95.24% | -0.22 | -1.13 |
| May-01 | 1 | 1 | 100.00% | 0.00% | 13 | 15 | 86.67% | -0.38 | -1.23 |
| Jun-01 | 1 | 1 | 100.00% | 0.00% | 19 | 19 | 100.00% | N/A | N/A |
| Jul-01 | 1 | 1 | 100.00% | 0.00% | 8 | 19 | 42.11% | -1.14 | -1.69 |
| Aug-01 | 1 | 1 | 100.00% | 0.00% | 12 | 19 | 63.16% | -1.23 | -1.75 |



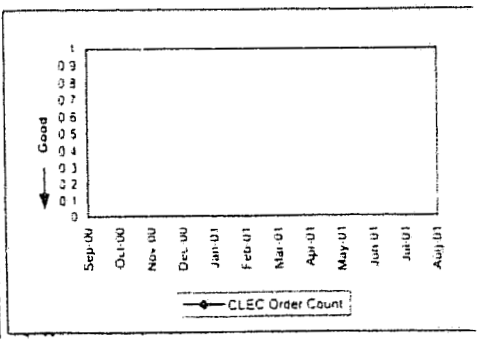

### Interval for Pending Orders Delayed Past Due Date (Average Days) (OP-15A)

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | 86 | 2 | 43.00 | | |
| Feb-01 | | | | | 21 | 1 | 21.00 | | |
| Mar-01 | | | | | 43 | 2 | 21.50 | | |
| Apr-01 | | | | | 67 | 2 | 33.50 | | |
| May-01 | | | | | 89 | 2 | 44.50 | | |
| Jun-01 | | | | | 33 | 6 | 5.50 | | |
| Jul-01 | | | | | 89 | 5 | 17.80 | | |
| Aug-01 | | | | | 118 | 3 | 39.33 | | |



Checklist #4 - Unbundled Loop - ISDN Capable Installation

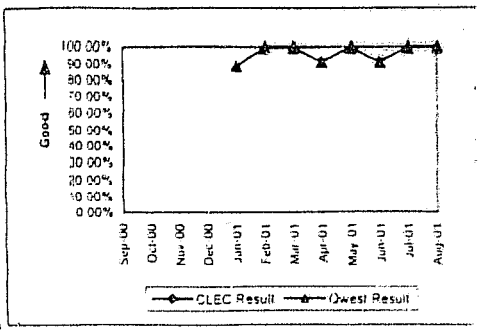
| Date | CLEC Order Count |
|---|---|
| Sep-00 | |
| Oct-00 | |
| Nov-00 | |
| Dec-00 | |
| Jan-01 | |
| Feb-01 | |
| Mar-01 | |
| Apr-01 | |
| May-01 | |
| Jun-01 | |
| Jul-01 | |
| Aug-01 | |



## Checklist #4 - Unbundled Loop - ISDN Capable Repair

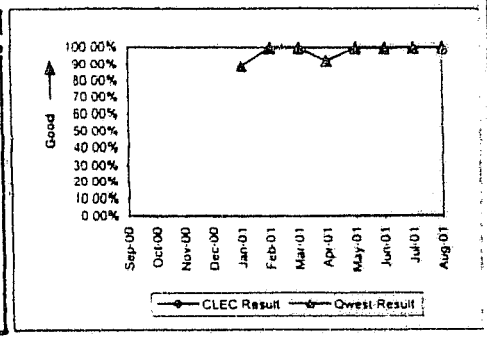
### Out of Service Cleared within 24 hours (Percent) (MR-3 )-- Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | 8 | 9 | 88 89% | | |
| Feb-01 | | | | | 5 | 5 | 100 00% | | |
| Mar-01 | | | | | 14 | 14 | 100 00% | | |
| Apr-01 | | | | | 11 | 12 | 91 67% | | |
| May-01 | | | | | 10 | 10 | 100 00% | | |
| Jun-01 | | | | | 11 | 12 | 91 67% | | |
| Jul-01 | | | | | 18 | 18 | 100 00% | | |
| Aug-01 | | | | | 15 | 15 | 100 00% | | |



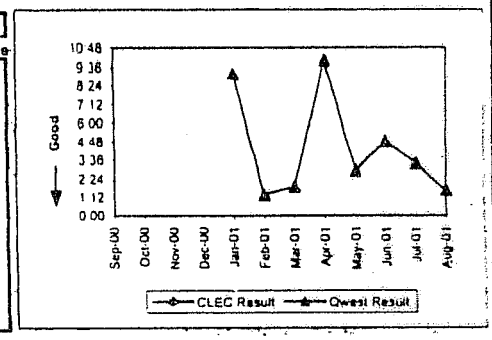

### All Troubles Cleared within 48 hours (Percent) (MR-4 )-- Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | 8 | 9 | 88 89% | | |
| Feb-01 | | | | | 5 | 5 | 100 00% | | |
| Mar-01 | | | | | 14 | 14 | 100 00% | | |
| Apr-01 | | | | | 12 | 13 | 92 31% | | |
| May-01 | | | | | 10 | 10 | 100 00% | | |
| Jun-01 | | | | | 12 | 12 | 100 00% | | |
| Jul-01 | | | | | 18 | 18 | 100 00% | | |
| Aug-01 | | | | | 15 | 15 | 100 00% | | |



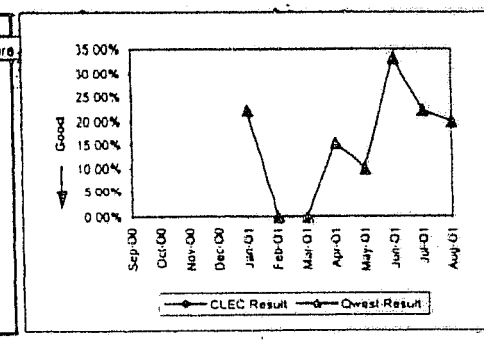

### Mean Time to Restore (Hours Minutes) (MR-8 )-- Interval Zone One

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | 82:48 | 9 | 9 12 | | |
| Feb-01 | | | | | 6 54 | 5 | 1 23 | | |
| Mar-01 | | | | | 27 08 | 14 | 1 56 | | |
| Apr-01 | | | | | 130 44 | 13 | 10 03 | | |
| May-01 | | | | | 29 33 | 10 | 2 57 | | |
| Jun-01 | | | | | 58 24 | 12 | 4 52 | | |
| Jul-01 | | | | | 61 30 | 18 | 3 25 | | |
| Aug-01 | | | | | 24 59 | 15 | 1 40 | | |




### Repair Repeat Report Rate (Percent) (MR-7 )-- Interval Zone One

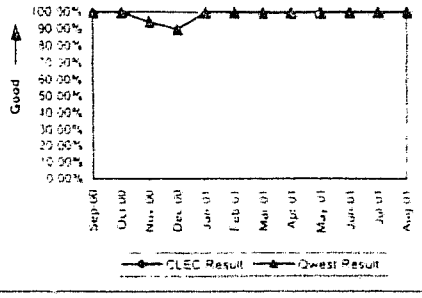
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | | | | | |
| Oct-00 | | | | | | | | | |
| Nov-00 | | | | | | | | | |
| Dec-00 | | | | | | | | | |
| Jan-01 | | | | | 2 | 9 | 22 22% | | |
| Feb-01 | | | | | 0 | 5 | 0 00% | | |
| Mar-01 | | | | | 0 | 14 | 0 00% | | |
| Apr-01 | | | | | 2 | 13 | 15 38% | | |
| May-01 | | | | | 1 | 10 | 10 00% | | |
| Jun-01 | | | | | 4 | 12 | 33 33% | | |
| Jul-01 | | | | | 4 | 18 | 22 22% | | |
| Aug-01 | | | | | 3 | 15 | 20 00% | | |



## Checklist #4 - Unbundled Loop - ISDN Capable Repair

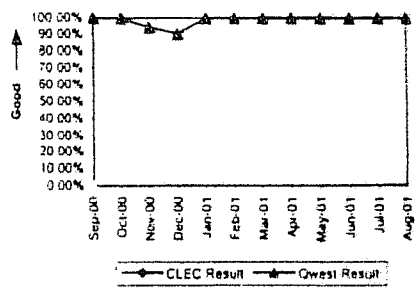
Out of Service Cleared within 24 hours (Percent) (MR-3 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 20 | 20 | 100.00% | | |
| Oct-00 | | | | | 18 | 18 | 100.00% | | |
| Nov-00 | | | | | 16 | 17 | 94.12% | | |
| Dec-00 | | | | | 9 | 10 | 90.00% | | |
| Jan-01 | | | | | 4 | 4 | 100.00% | | |
| Feb-01 | | | | | 2 | 2 | 100.00% | | |
| Mar-01 | | | | | 4 | 4 | 100.00% | | |
| Apr-01 | | | | | 5 | 5 | 100.00% | | |
| May-01 | | | | | 7 | 7 | 100.00% | | |
| Jun-01 | | | | | 5 | 5 | 100.00% | | |
| Jul-01 | | | | | 4 | 4 | 100.00% | | |
| Aug-01 | | | | | 4 | 4 | 100.00% | | |



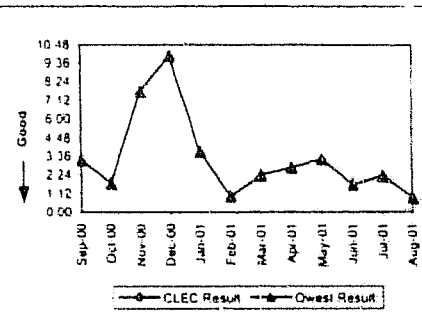

All Troubles Cleared within 48 hours (Percent) (MR-4 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 20 | 20 | 100.00% | | |
| Oct-00 | | | | | 19 | 19 | 100.00% | | |
| Nov-00 | | | | | 16 | 17 | 94.12% | | |
| Dec-00 | | | | | 9 | 10 | 90.00% | | |
| Jan-01 | | | | | 4 | 4 | 100.00% | | |
| Feb-01 | | | | | 2 | 2 | 100.00% | | |
| Mar-01 | | | | | 4 | 4 | 100.00% | | |
| Apr-01 | | | | | 5 | 5 | 100.00% | | |
| May-01 | | | | | 7 | 7 | 100.00% | | |
| Jun-01 | | | | | 5 | 5 | 100.00% | | |
| Jul-01 | | | | | 4 | 4 | 100.00% | | |
| Aug-01 | | | | | 4 | 4 | 100.00% | | |



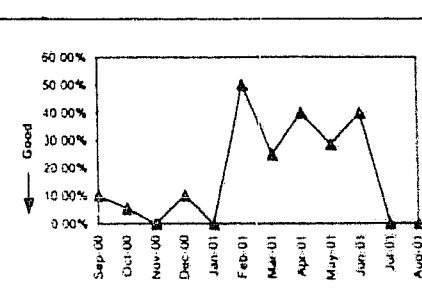

Mean Time to Restore (Hours:Minutes) (MR-6 )– Interval Zone Two

| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 67:27 | 20 | 3:22 | | |
| Oct-00 | | | | | 35:33 | 19 | 1:52 | | |
| Nov-00 | | | | | 131:59 | 17 | 7:46 | | |
| Dec-00 | | | | | 100:47 | 10 | 10:05 | | |
| Jan-01 | | | | | 15:33 | 4 | 3:53 | | |
| Feb-01 | | | | | 2:04 | 2 | 1:02 | | |
| Mar-01 | | | | | 9:40 | 4 | 2:25 | | |
| Apr-01 | | | | | 14:27 | 5 | 2:53 | | |
| May-01 | | | | | 23:54 | 7 | 3:25 | | |
| Jun-01 | | | | | 8:50 | 5 | 1:46 | | |
| Jul-01 | | | | | 9:22 | 4 | 2:20 | | |
| Aug-01 | | | | | 3:44 | 4 | 0:56 | | |




Repair Repeat Report Rate (Percent) (MR-7 )– Interval Zone Two

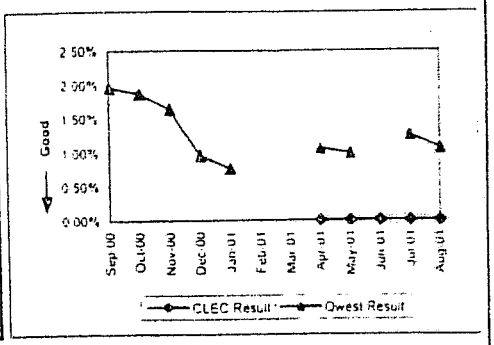
| Date | CLEC Num | CLEC Den | CLEC Result | Std Dev | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| Sep-00 | | | | | 2 | 20 | 10.00% | | |
| Oct-00 | | | | | 1 | 19 | 5.26% | | |
| Nov-00 | | | | | 0 | 17 | 0.00% | | |
| Dec-00 | | | | | 1 | 10 | 10.00% | | |
| Jan-01 | | | | | 0 | 4 | 0.00% | | |
| Feb-01 | | | | | 1 | 2 | 50.00% | | |
| Mar-01 | | | | | 1 | 4 | 25.00% | | |
| Apr-01 | | | | | 2 | 5 | 40.00% | | |
| May-01 | | | | | 2 | 7 | 28.57% | | |
| Jun-01 | | | | | 2 | 5 | 40.00% | | |
| Jul-01 | | | | | 0 | 4 | 0.00% | | |
| Aug-01 | | | | | 0 | 4 | 0.00% | | |



## Checklist #4 - Unbundled Loop - ISDN Capable Repair

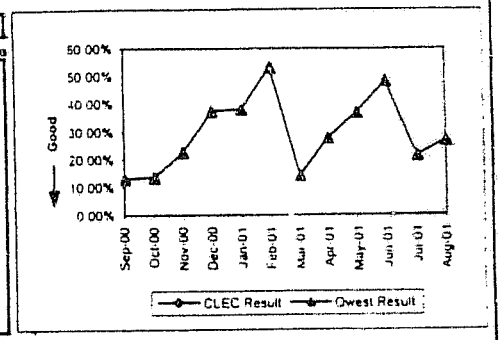
Trouble Rate (Percent) :MR-8 :- Interval Zone One and Two

| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 20 | 1013 | 1.97% | | |
| | | | | | 19 | 1015 | 1.87% | | |
| | | | | | 17 | 1033 | 1.65% | | |
| | | | | | 10 | 1038 | 0.96% | | |
| | | | | | 13 | 1689 | 0.77% | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | 0 | 1 | 0.00% | 0.00% | 18 | 1710 | 1.05% | 0.1 | -1.06 |
| | 0 | 0 | 0.00% | 0.00% | 17 | 1723 | 0.99% | -0.14 | -1.09 |
| | 0 | 0 | 0.00% | 0.00% | | | | | |
| | 0 | 0 | 0.00% | 0.00% | 22 | 1760 | 1.25% | -0.19 | -1.12 |
| | 0 | 0 | 0.00% | 0.00% | 19 | 1795 | 1.06% | 0.29 | -1.18 |




Customer and Non-Qwest Related Trouble Reports (Percent) :MR-10 :- Interval Zone One and Two

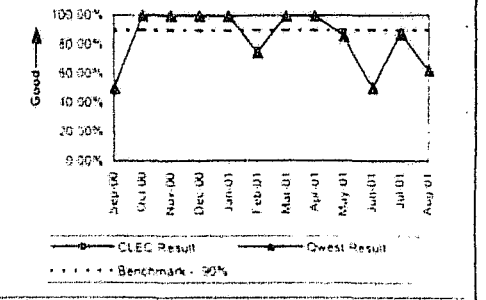
| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 3 | 23 | 13.04% | | |
| | | | | | 3 | 22 | 13.64% | | |
| | | | | | 5 | 22 | 22.73% | | |
| | | | | | 6 | 16 | 37.50% | | |
| | | | | | 8 | 21 | 38.10% | | |
| | | | | | 8 | 15 | 53.33% | | |
| | | | | | 3 | 21 | 14.29% | | |
| | | | | | 7 | 25 | 28.00% | | |
| | | | | | 10 | 27 | 37.04% | | |
| | | | | | 16 | 33 | 48.48% | | |
| | | | | | 6 | 28 | 21.43% | | |
| | | | | | 7 | 26 | 26.92% | | |



## Checklist #4 - Unbundled Loop - ADSL Qualified Installation

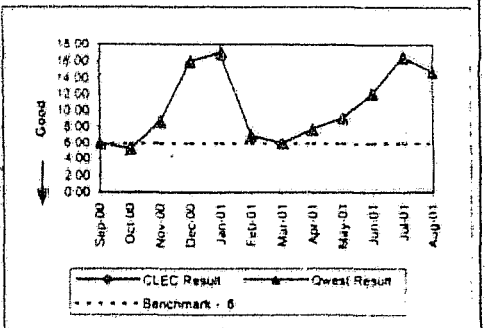
### Interval Zone One

| | | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 50.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 75.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 85.71% | | |
| | | | | | | | 50.00% | | |
| | | | | | | | 91.67% | | |
| | | | | | | | 62.50% | | |



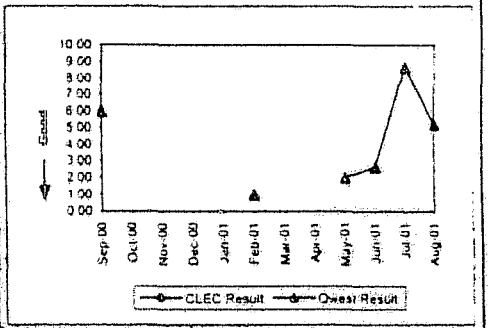

### Interval Zone One

| | | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 12 | 2 | 6.00 | | |
| | | | | | 41 | 8 | 5.25 | | |
| | | | | | 26 | 3 | 8.67 | | |
| | | | | | 18 | 1 | 18.00 | | |
| | | | | | 17 | 1 | 17.00 | | |
| | | | | | 28 | 4 | 7.00 | | |
| | | | | | 12 | 2 | 6.00 | | |
| | | | | | 31 | 4 | 7.75 | | |
| | | | | | 64 | 7 | 9.14 | | |
| | | | | | 73 | 6 | 12.17 | | |
| | | | | | 185 | 10 | 18.50 | | |
| | | | | | 131 | 9 | 14.78 | | |



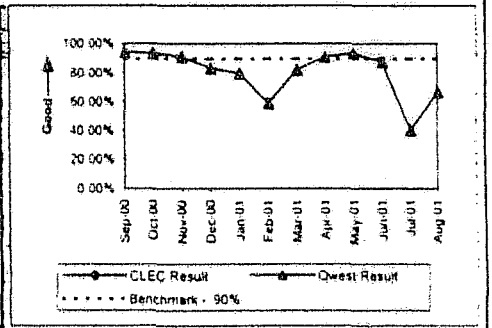

### Interval Zone One

| | | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 6 | 1 | 6.00 | | |
| | | | | | | | | | |
| | | | | | 1 | 1 | 1.00 | | |
| | | | | | | | | | |
| | | | | | 2 | 1 | 2.00 | | |
| | | | | | 8 | 3 | 2.67 | | |
| | | | | | 26 | 3 | 8.67 | | |
| | | | | | 21 | 4 | 5.25 | | |



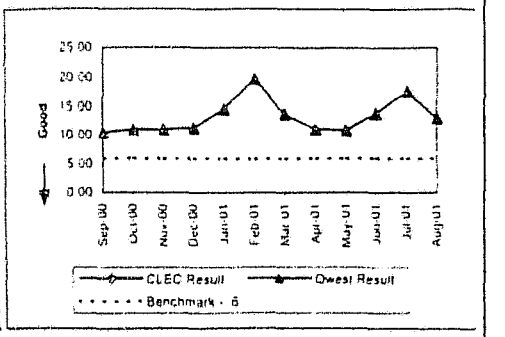

### Interval Zone Two

| | | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 128 | 121 | 94.49% | | |
| | | | | | 174 | 168 | 93.62% | | |
| | | | | | 135 | 131 | 91.24% | | |
| | | | | | 150 | 125 | 83.33% | | |
| | | | | | 100 | 133 | 79.70% | | |
| | | | | | 116 | 203 | 59.91% | | |
| | | | | | 139 | 169 | 82.25% | | |
| | | | | | 123 | 135 | 91.11% | | |
| | | | | | 75 | 75 | 93.33% | | |
| | | | | | 42 | 48 | 87.50% | | |
| | | | | | 2 | 5 | 40.00% | | |
| | | | | | 2 | 3 | 66.67% | | |

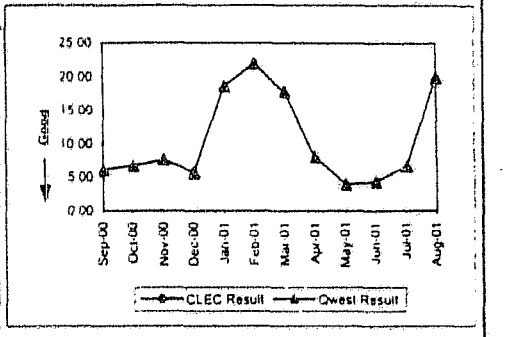


Measure #4 - Unbundled Loop - ADSL Qualified Installation

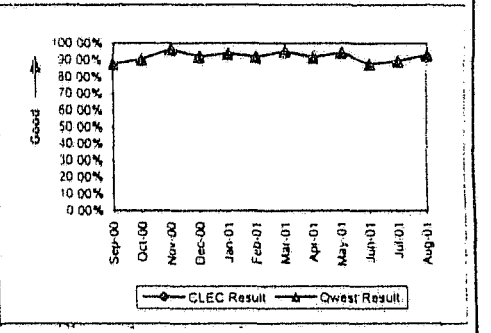
| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | [illegible] | [illegible] | 10.43 | | |
| | | | | [illegible] | [illegible] | 10.94 | | |
| | | | | [illegible] | [illegible] | 10.39 | | |
| | | | | [illegible] | [illegible] | 11.21 | | |
| | | | | [illegible] | [illegible] | 14.55 | | |
| | | | | [illegible] | [illegible] | 19.77 | | |
| | | | | [illegible] | [illegible] | 13.73 | | |
| | | | | [illegible] | [illegible] | 11.02 | | |
| | | | | [illegible] | [illegible] | 12.83 | | |
| | | | | [illegible] | [illegible] | 13.79 | | |
| | | | | [illegible] | [illegible] | 12.80 | | |
| | | | | [illegible] | [illegible] | 13.00 | | |

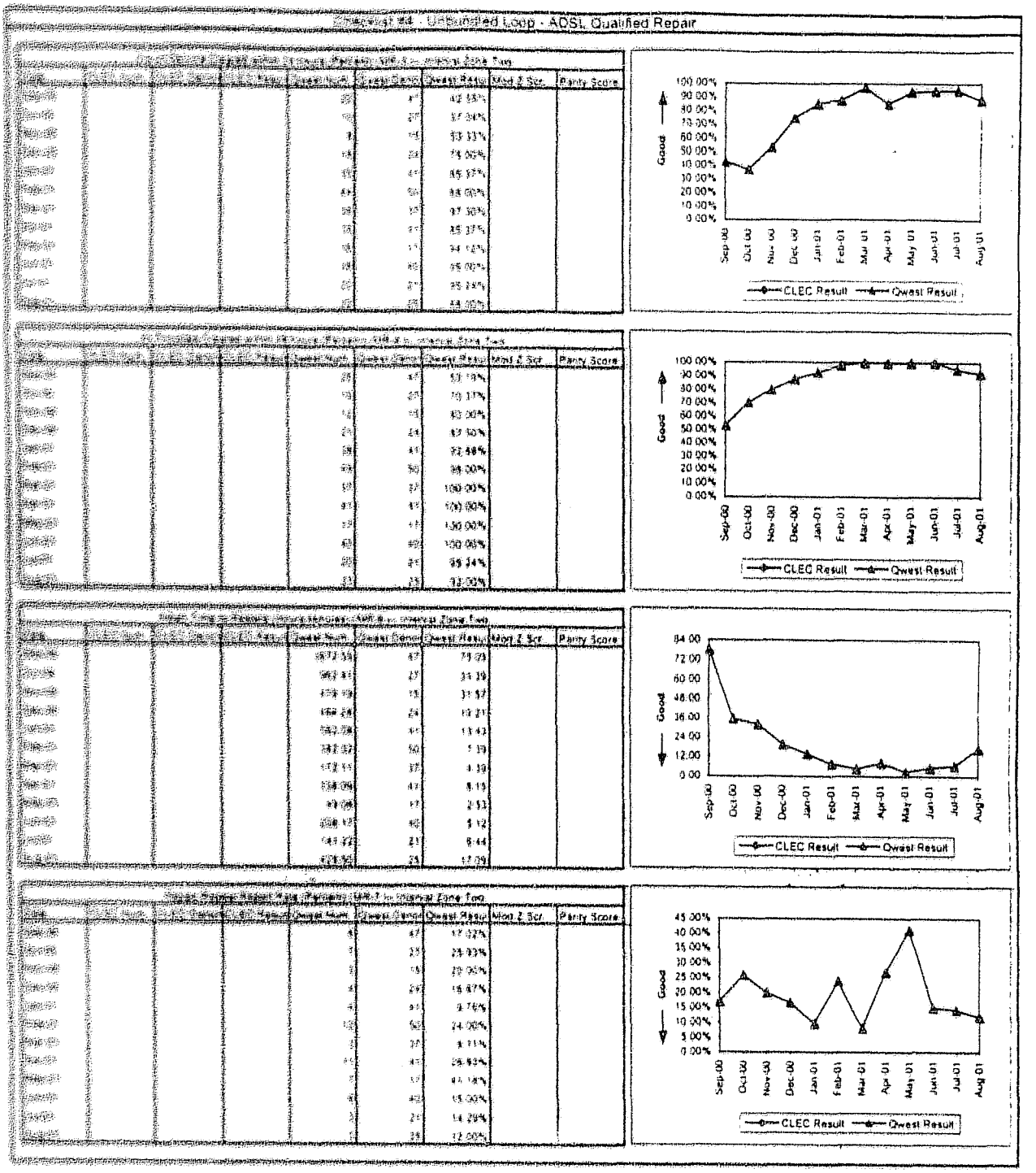



| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | [illegible] | [illegible] | 6.14 | | |
| | | | | [illegible] | [illegible] | 6.75 | | |
| | | | | [illegible] | [illegible] | 7.87 | | |
| | | | | [illegible] | [illegible] | 5.80 | | |
| | | | | [illegible] | [illegible] | 18.70 | | |
| | | | | [illegible] | [illegible] | 21.98 | | |
| | | | | [illegible] | [illegible] | 17.82 | | |
| | | | | [illegible] | [illegible] | 8.08 | | |
| | | | | [illegible] | [illegible] | 4.00 | | |
| | | | | [illegible] | [illegible] | 4.33 | | |
| | | | | [illegible] | [illegible] | 6.67 | | |
| | | | | [illegible] | [illegible] | 20.00 | | |




| | | | | Qwest Num | Qwest Denom | Qwest Result | Mod Z Scr | Parity Score |
|---|---|---|---|---|---|---|---|---|
| | | | | [illegible] | 115 | 97.83% | | |
| | | | | [illegible] | 164 | 90.24% | | |
| | | | | [illegible] | 169 | 96.45% | | |
| | | | | [illegible] | 149 | 91.95% | | |
| | | | | [illegible] | 147 | 93.88% | | |
| | | | | [illegible] | 173 | 91.91% | | |
| | | | | [illegible] | 198 | 95.31% | | |
| | | | | [illegible] | 157 | 91.72% | | |
| | | | | [illegible] | 113 | 94.69% | | |
| | | | | [illegible] | 71 | 87.07% | | |
| | | | | [illegible] | 38 | 99.47% | | |
| | | | | [illegible] | 14 | 92.86% | | |

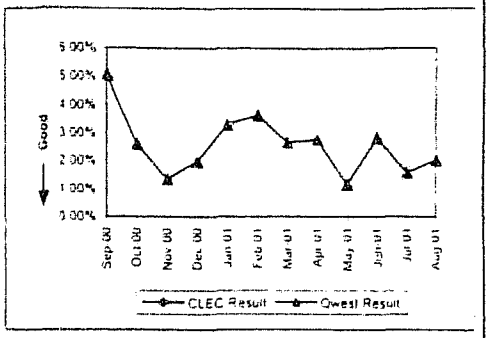



Good
CLEC Result
Qwest Result
Sep-00
Oct-00
Nov-00
Dec-00
Jan-01
Feb-01
Mar-01
Apr-01
May-01
Jun-01
Jul-01
Aug-01

## Checklist #4 - Unbundled Loop - ADSL Qualified Repair

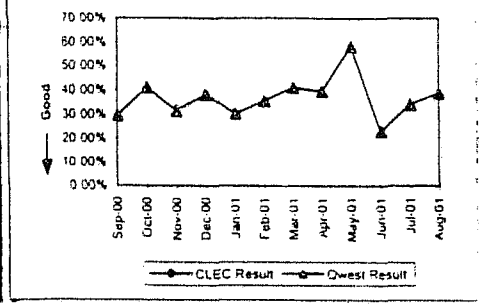
Trouble Rate Analysis (MR-4) - Interval Zone One and Two

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | 328 | 5.06% | | |
| | | | | 1038 | 2.60% | | |
| | | | | 1094 | 1.37% | | |
| | | | | 1205 | 1.99% | | |
| | | | | 1233 | 3.33% | | |
| | | | | 1358 | 3.61% | | |
| | | | | 1378 | 2.69% | | |
| | | | | 1442 | 2.27% | | |
| | | | | 1455 | 1.17% | | |
| | | | | 1406 | 2.35% | | |
| | | | | 1315 | 1.60% | | |
| | | | | 1224 | 2.04% | | |




Trouble Rate Analysis Qwest Retained Trouble Reports Percent (MR-10) - Interval Zone One and Two

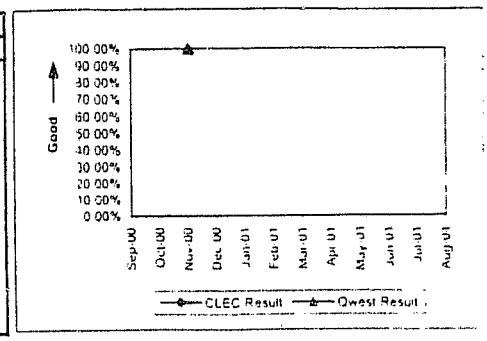
| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | 67 | 29.85% | | |
| | | | | 46 | 41.30% | | |
| | | | | 22 | 31.82% | | |
| | | | | 39 | 38.46% | | |
| | | | | 59 | 30.51% | | |
| | | | | 78 | 35.90% | | |
| | | | | 63 | 41.27% | | |
| | | | | 68 | 39.71% | | |
| | | | | 41 | 58.54% | | |
| | | | | 52 | 23.08% | | |
| | | | | 32 | 34.38% | | |
| | | | | 41 | 39.02% | | |



Checklist #4 - Unbundled Loop - Installation for DS3 and Higher

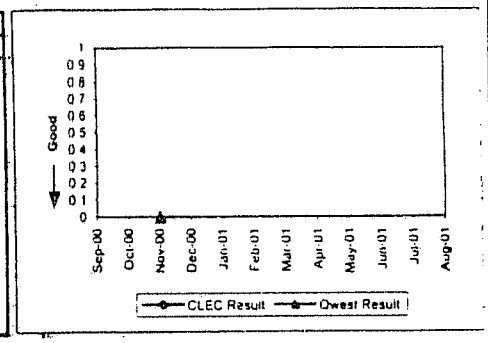
Installation Intervals (Average Days) (OP-4) – Interval Zone One

| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 1 | 1 | 100.00% | | |



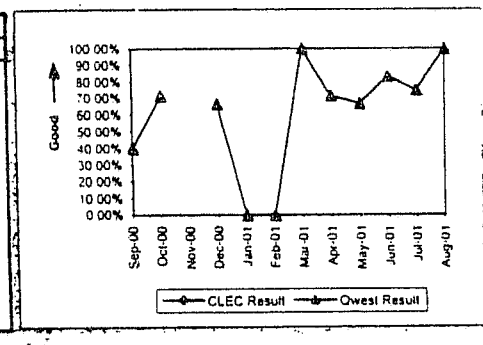

Installation Intervals (Average Days) (OP-4) – Interval Zone One

| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 0 | 1 | 0.00 | | |



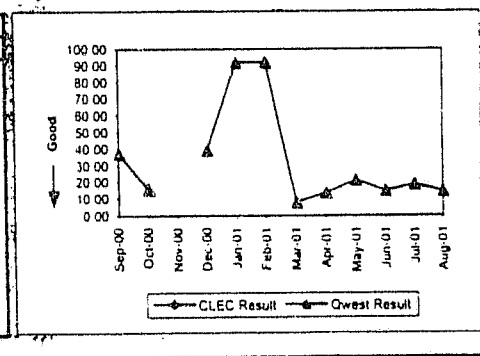

Installation Commitments Met (Percent) (OP-3) – Interval Zone Two

| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2 | 5 | 40.00% | | |
| | | | | | 5 | 7 | 71.43% | | |
| | | | | | 2 | 3 | 66.67% | | |
| | | | | | 0 | 4 | 0.00% | | |
| | | | | | 0 | 1 | 0.00% | | |
| | | | | | 2 | 2 | 100.00% | | |
| | | | | | 5 | 7 | 71.43% | | |
| | | | | | 2 | 3 | 66.67% | | |
| | | | | | 5 | 6 | 83.33% | | |
| | | | | | 3 | 4 | 75.00% | | |
| | | | | | 1 | 1 | 100.00% | | |




Installation Intervals (Average Days) (OP-4) – Interval Zone Two

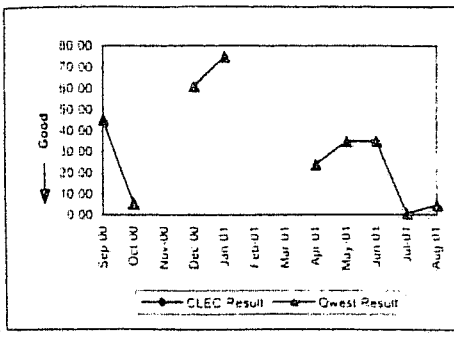
| | | | | | Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 185 | 5 | 37.00 | | |
| | | | | | 110 | 7 | 15.71 | | |
| | | | | | 118 | 3 | 39.33 | | |
| | | | | | 368 | 4 | 92.00 | | |
| | | | | | 92 | 1 | 92.00 | | |
| | | | | | 16 | 2 | 8.00 | | |
| | | | | | 96 | 7 | 13.71 | | |
| | | | | | 64 | 3 | 21.33 | | |
| | | | | | 89 | 6 | 14.83 | | |
| | | | | | 93 | 5 | 18.60 | | |
| | | | | | 73 | 5 | 14.60 | | |



## Checklist #4 - Unbundled Loop - Installation for DS3 and Higher

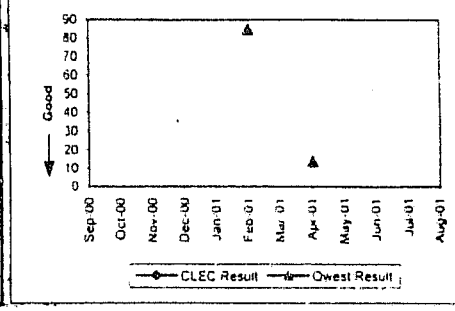
### Average Days for Facility Reliability (Average Days) (OP-8A) – Interval Zone Two

| Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|
| 136 | 1 | 45 33 | | |
| 11 | 2 | 5 50 | | |
| 61 | 1 | 61 00 | | |
| 300 | 4 | 75 00 | | |
| 24 | 1 | 24 00 | | |
| 35 | 1 | 35 00 | | |
| 35 | 1 | 35 00 | | |
| 1 | 2 | 0 50 | | |
| 18 | 4 | 4 50 | | |



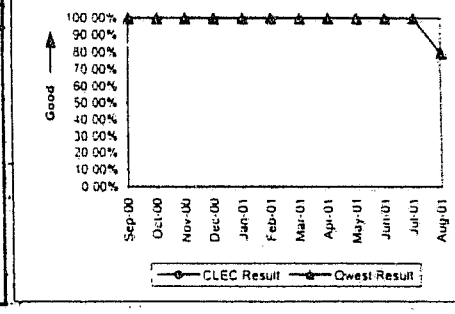

### Average Days for Facility Reliability (Average Days) (OP-8B) – Interval Zone Two

| Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|
| 85 | 1 | 85 00 | | |
| 14 | 1 | 14 00 | | |



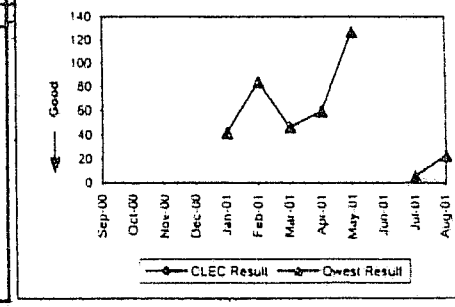

### New Service Installation Quality (Percent) (OP-5) – Interval Zone One and Two

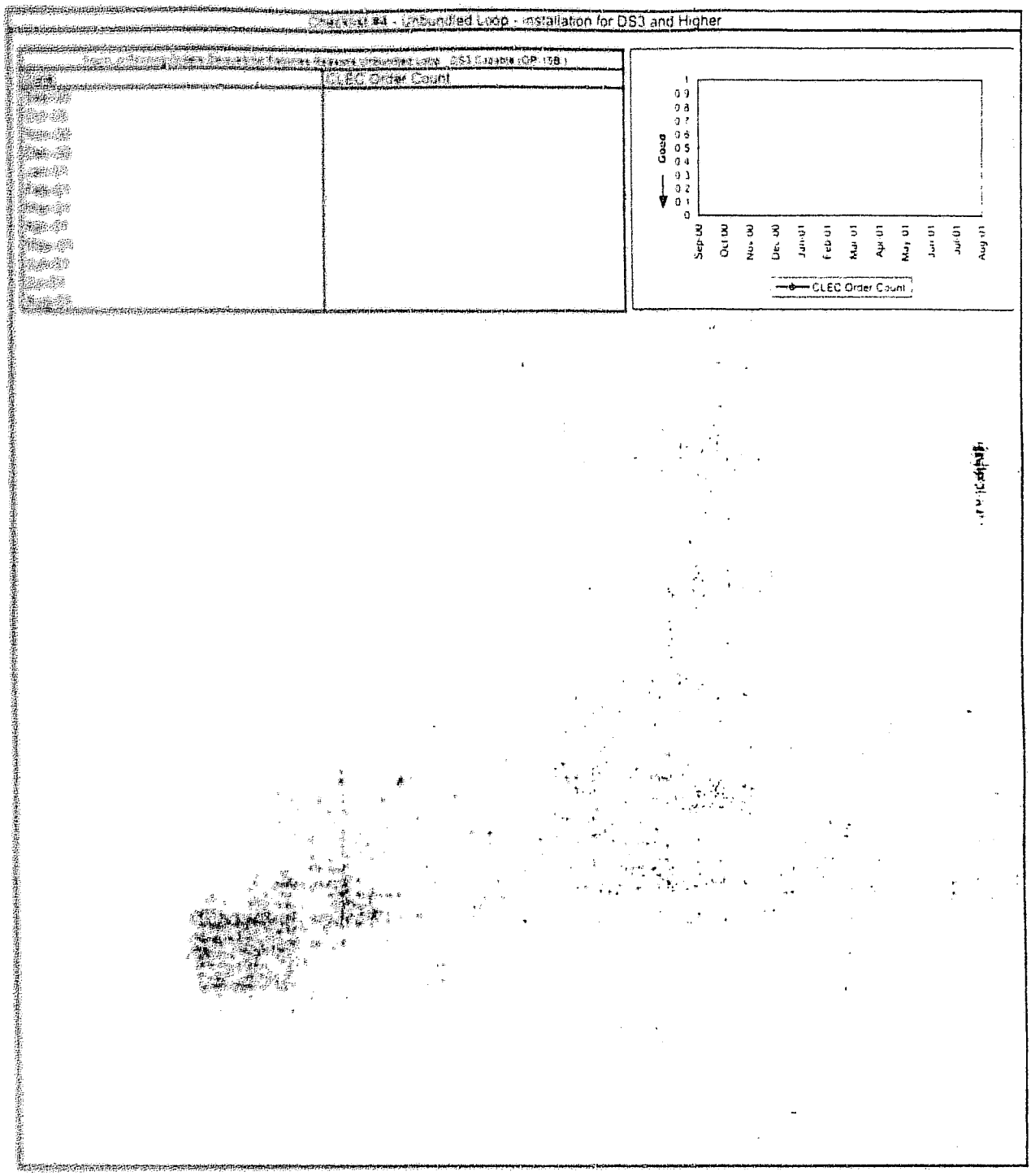
| Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|
| 6 | 6 | 100 00% | | |
| 9 | 9 | 100 00% | | |
| 10 | 10 | 100 00% | | |
| 8 | 8 | 100 00% | | |
| 7 | 7 | 100 00% | | |
| 5 | 5 | 100 00% | | |
| 7 | 7 | 100 00% | | |
| 11 | 11 | 100 00% | | |
| 9 | 9 | 100 00% | | |
| 8 | 8 | 100 00% | | |
| 8 | 8 | 100 00% | | |
| 4 | 5 | 80 00% | | |




### Average Time for Removing Orders Delayed Past Due Date (Average Days) (OP-15A)

| Qwest Num | Qwest Den | Qwest Res | Mod Z Scr | Parity Scr |
|---|---|---|---|---|
| 42 | 1 | 42 00 | | |
| 168 | 2 | 84 00 | | |
| 93 | 2 | 46 50 | | |
| 119 | 2 | 59 50 | | |
| 127 | 1 | 127 00 | | |
| 11 | 2 | 5 50 | | |
| 92 | 4 | 23 00 | | |

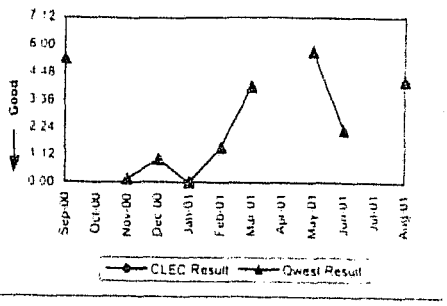



Measure #1 - Unbundled Loop - installation for DS3 and Higher
CLEC Order Count
Count
1
0.9
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
Sep-00
Oct-00
Nov-00
Dec-00
Jan-01
Feb-01
Mar-01
Apr-01
May-01
Jun-01
Jul-01
Aug-01
CLEC Order Count

## Checklist #4 - Unbundled Loop - Repair for DS3 and Higher

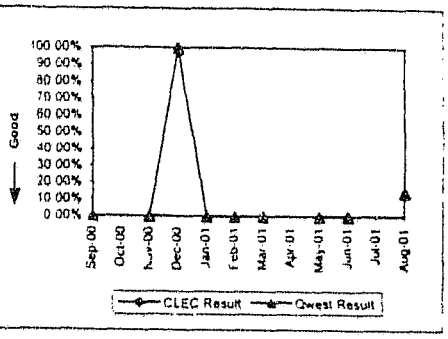
### Time to Restore (Hours) - MR-8-01 - Interval Zone Two

| | | | | | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 5.26 | | |
| | | | | | | | 0.10 | | |
| | | | | | | | 1.22 | | |
| | | | | | | | 0.01 | | |
| | | | | | | | 1.32 | | |
| | | | | | | | 4.13 | | |
| | | | | | | | 5.15 | | |
| | | | | | | | 2.18 | | |
| | | | | | | | 4.27 | | |



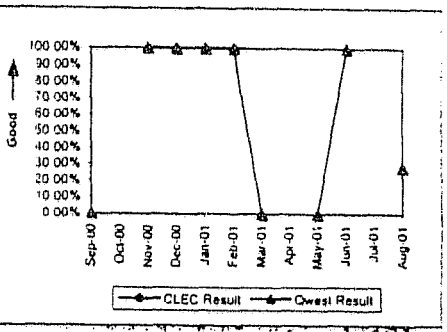

### Repair Within Three Days (Percent) - MR-8-02 - Interval Zone Two

| | | | | | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 14.29% | | |



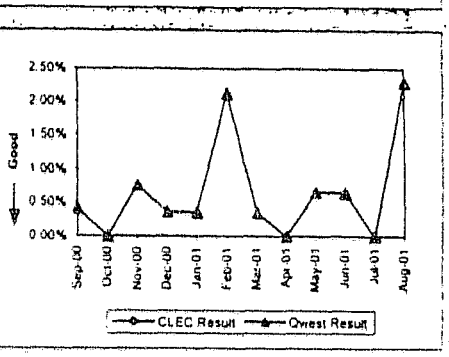

### Repair Within Four Hours (Percent) - MR-8-03 - Interval Zone One and Two

| | | | | | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 0.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 78.57% | | |



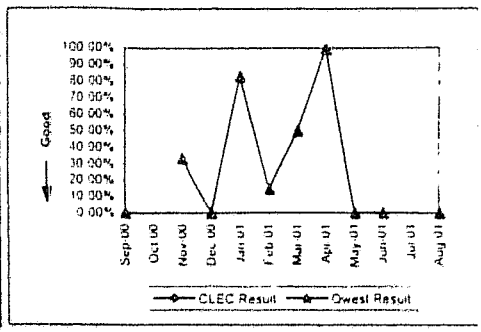

### Time to Repair (Hours) - MR-8-04 - Interval Zone One and Two

| | | | | | Qwest Num | Qwest Den | Qwest Result | Mod Z Scr | Parity Scr |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 242 | 0.41% | | |
| | | | | | | 258 | 0.00% | | |
| | | | | | | 261 | 0.77% | | |
| | | | | | | 271 | 0.37% | | |
| | | | | | | 278 | 0.36% | | |
| | | | | | | 282 | 2.13% | | |
| | | | | | | 282 | 0.35% | | |
| | | | | | | 295 | 0.00% | | |
| | | | | | | 298 | 0.67% | | |
| | | | | | | 306 | 0.65% | | |
| | | | | | | 305 | 0.00% | | |
| | | | | | | 304 | 2.30% | | |



Exception #4 - Unbundled Loop - Repair for DS3 and Higher

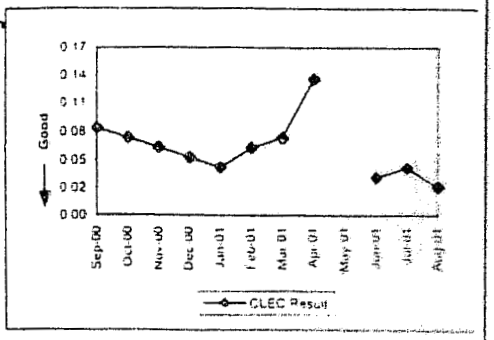
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Mod Z Scr | Parity Scr |
| | | | | | | | 0.00% | | |
| | | | | | | | 33.33% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 83.33% | | |
| | | | | | | | 14.29% | | |
| | | | | | | | 50.00% | | |
| | | | | | | | 100.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |
| | | | | | | | 0.00% | | |



## Checklist #4 - Unbundled Loop Cutovers

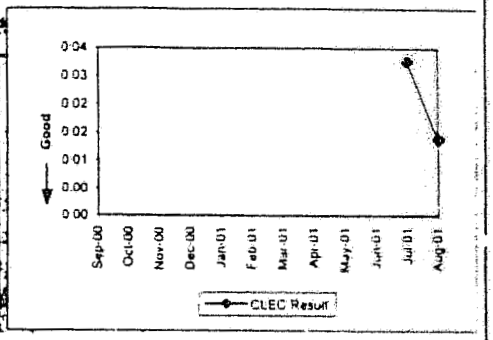
Coordinated "Hot Cut" Interval - Unbundled Loops (Hours:Minutes) Unbundled Loop - Analog (OP-7 )– Interval Zone One and

| Date | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| Sep-00 | 10:59 | 71 | 0:09 |
| Oct-00 | 23:34 | 173 | 0:08 |
| Nov-00 | 14:59 | 127 | 0:07 |
| Dec-00 | 5:25 | 52 | 0:06 |
| Jan-01 | 1:22 | 16 | 0:05 |
| Feb-01 | 6:06 | 54 | 0:07 |
| Mar-01 | 11:19 | 89 | 0:08 |
| Apr-01 | 2:16 | 10 | 0:14 |
| May-01 | | | |
| Jun-01 | 3:15 | 51 | 0:04 |
| Jul-01 | 4:34 | 58 | 0:05 |
| Aug-01 | 1:57 | 42 | 0:03 |



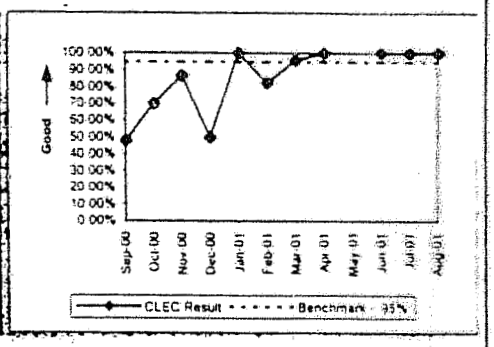

Coordinated "Hot Cut" Interval - Unbundled Loops (Hours:Minutes) Unbundled Loop Other (OP-7 )– Interval Zone One and

| Date | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| Sep-00 | | | |
| Oct-00 | | | |
| Nov-00 | | | |
| Dec-00 | | | |
| Jan-01 | | | |
| Feb-01 | | | |
| Mar-01 | | | |
| Apr-01 | | | |
| May-01 | | | |
| Jun-01 | | | |
| Jul-01 | 0:14 | 4 | 0:04 |
| Aug-01 | 0:02 | 1 | 0:02 |



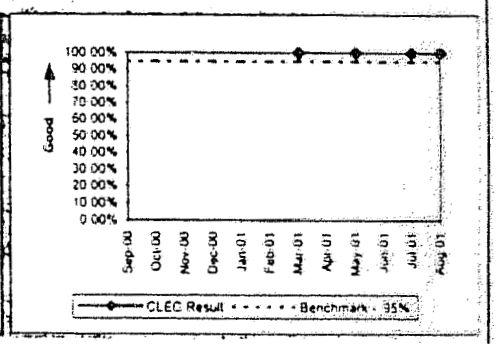

Coordinated Cuts Completed on Time (Percent) Unbundled Loop - Analog (OP-13A )– Interval Zone One and Two

| Date | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| Sep-00 | 11 | 23 | 47.83% |
| Oct-00 | 28 | 40 | 70.00% |
| Nov-00 | 26 | 30 | 86.67% |
| Dec-00 | 11 | 22 | 50.00% |
| Jan-01 | 5 | 5 | 100.00% |
| Feb-01 | 14 | 17 | 82.35% |
| Mar-01 | 23 | 24 | 95.83% |
| Apr-01 | 5 | 5 | 100.00% |
| May-01 | | | |
| Jun-01 | 15 | 15 | 100.00% |
| Jul-01 | 11 | 11 | 100.00% |
| Aug-01 | 10 | 10 | 100.00% |




Coordinated Cuts Completed on Time (Percent) Unbundled Loop Other (OP-13A )– Interval Zone One and Two

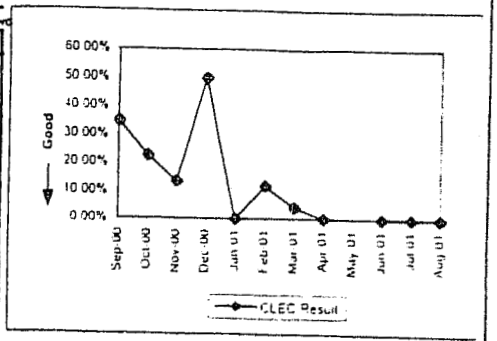
| Date | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| Sep-00 | | | |
| Oct-00 | | | |
| Nov-00 | | | |
| Dec-00 | | | |
| Jan-01 | | | |
| Feb-01 | | | |
| Mar-01 | 1 | 1 | 100.00% |
| Apr-01 | | | |
| May-01 | 1 | 1 | 100.00% |
| Jun-01 | | | |
| Jul-01 | 3 | 3 | 100.00% |
| Aug-01 | 15 | 15 | 100.00% |



## Checklist #4 - Unbundled Loop Cutovers

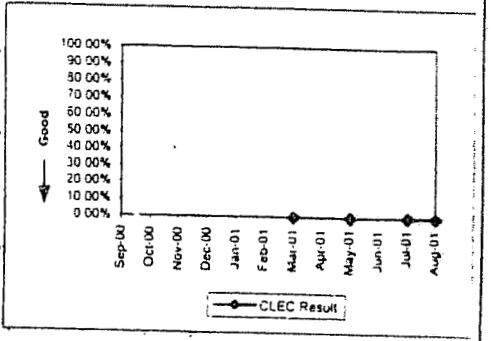
[illegible] Interval] CLEC Approval (Percent) Unbundled Loop - Analog (OP-13B )– Interval Zone One and Two

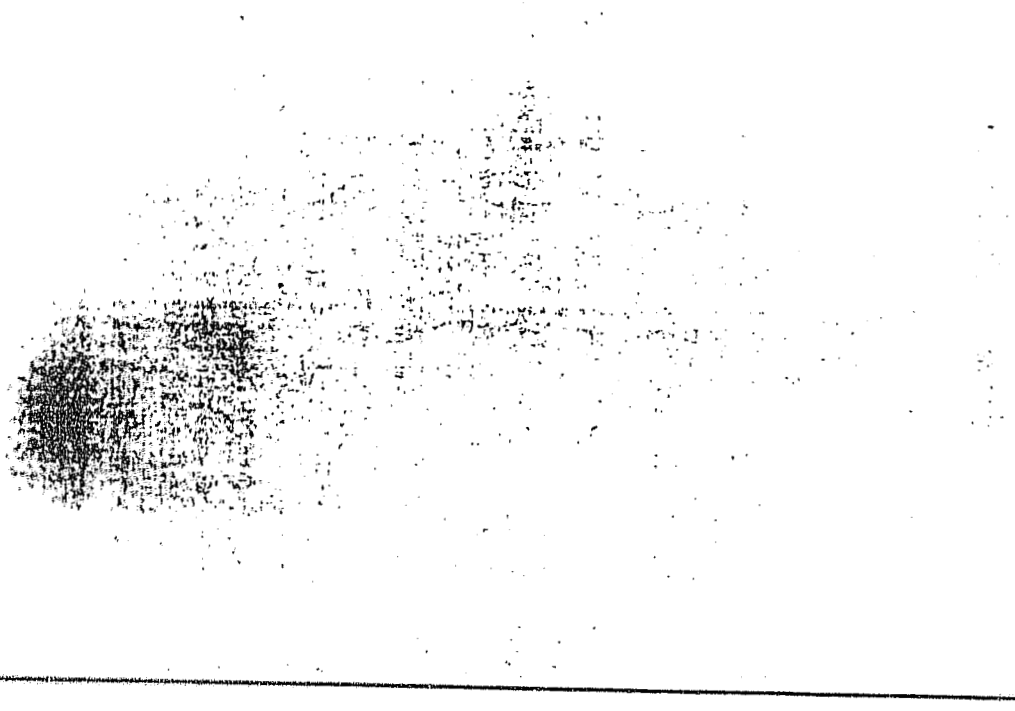
| [illegible] | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| [illegible] | 8 | 23 | 34.78% |
| [illegible] | 9 | 40 | 22.50% |
| [illegible] | 4 | 30 | 13.33% |
| [illegible] | 11 | 22 | 50.00% |
| [illegible] | 0 | 5 | 0.00% |
| [illegible] | 2 | 17 | 11.76% |
| [illegible] | 1 | 25 | 4.00% |
| [illegible] | 0 | 6 | 0.00% |
| [illegible] | | | |
| [illegible] | 0 | 15 | 0.00% |
| [illegible] | 0 | 11 | 0.00% |
| [illegible] | 0 | 10 | 0.00% |




[illegible] Interval] CLEC Approval (Percent) Unbundled Loop Other (OP-13B )– Interval Zone One and Two

| [illegible] | CLEC Num | CLEC Denom | CLEC Result |
|---|---|---|---|
| [illegible] | | | |
| [illegible] | | | |
| [illegible] | | | |
| [illegible] | | | |
| [illegible] | | | |
| [illegible] | | | |
| [illegible] | 0 | 1 | 0.00% |
| [illegible] | | | |
| [illegible] | 0 | 1 | 0.00% |
| [illegible] | | | |
| [illegible] | 0 | 3 | 0.00% |
| [illegible] | 0 | 15 | 0.00% |



# CONTINUATION

# [16] 7

Scan ~ ~ # Pgs [ ]

# Unbundled Local Loop Maintenance Task List

| Assoc. Task # | Process |
|---|---|
| 1 or 2 | Trouble ticket submitted<br>NOTE: If CLEC has a system interface they may submit report electronically. Otherwise CLEC calls AMSC to report trouble and steps 2 and 3 are required. |
| 3 | Process ticket received from CLEC |
| 4 | Trouble ticket created |
| 5 | Analyze trouble ticket, identify location, and assign to appropriate organization |
| 6 | When trouble location cannot be identified, ticket assigned to Installation & Maintenance Technician |
| 7 | Trouble ticket received in Network Operations |
| 8 | Trouble is isolated |
| 9 | Trouble repaired |
| 10 | Trouble ticket updated |
| 11 | Contact SAT with ticket results |
| 12 | CLEC notified |
| 13 and 14 | CLEC accepts service and Trouble ticket closed |

## 3.7.2 Available Advanced Digital Channel NCI Codes

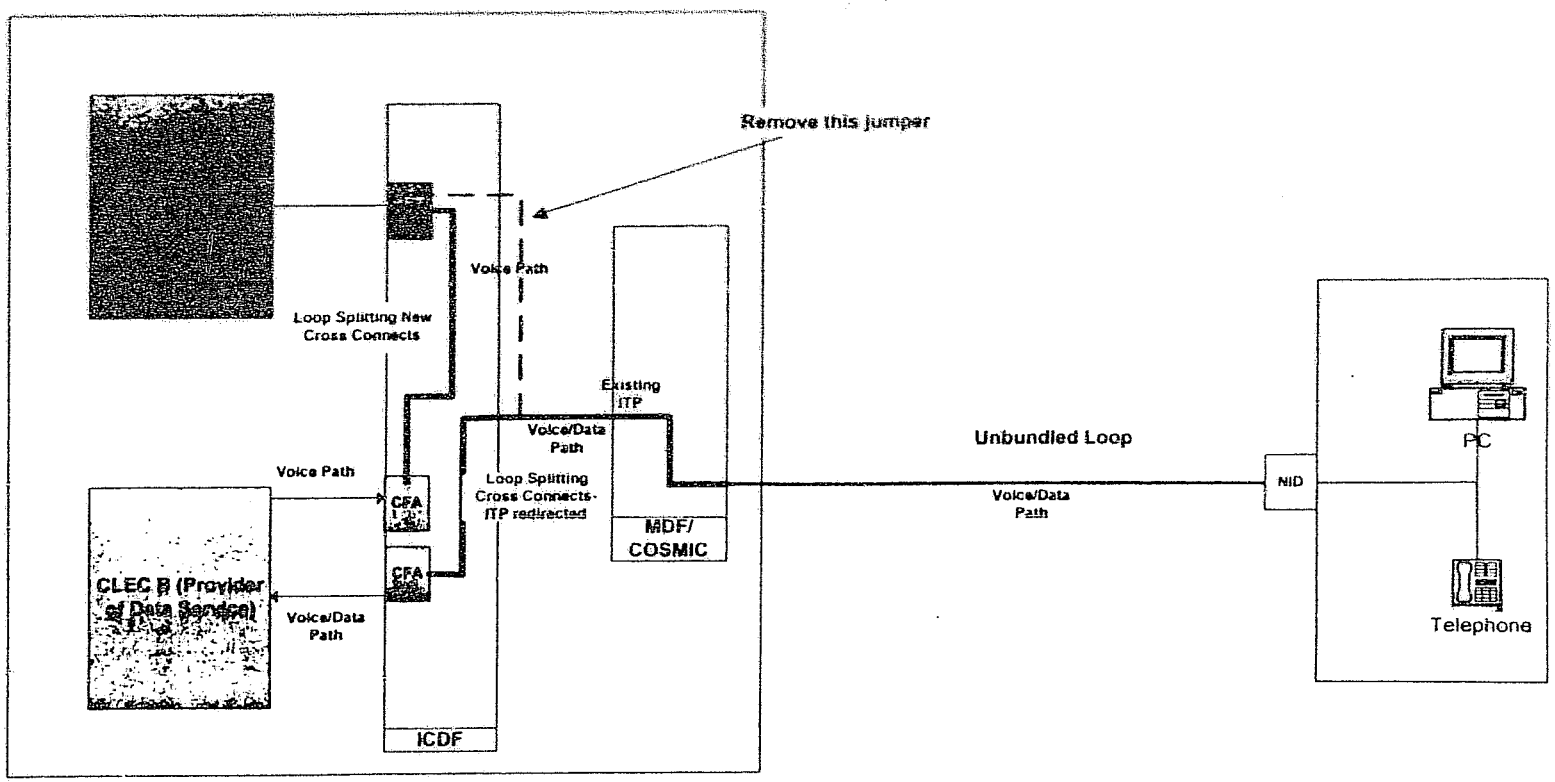
### Table 3-7 Advanced Digital NCI Protocol and Protocol Option Codes

| Protocol Code 3 4 | Option 7 8 9 | Definition |
|---|---|---|
| 0 8 | | Central Office Manual Cross-Connect Termination with No Subrating Capability |
| | 0 0 F | HDSL4, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 G | G.shdsl, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 S | 2B1Q SDSL, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 1 | Spectrum Management Class 1, Per ANSI Standard T1.417 |
| | 0 0 2 | Spectrum Management Class 2, Per ANSI Standard T1.417 |
| | 0 0 3 | Spectrum Management Class 3, Per ANSI Standard T1.417 |
| | 0 0 4 | Spectrum Management Class 4, Per ANSI Standard T1.417 |
| | 0 0 5 | Spectrum Management Class 5, Per ANSI Standard T1.417 |
| | | |
| | 0 0 6 | Spectrum Management Class 6, Per ANSI Standard T1.417 |
| | 0 0 7 | Spectrum Management Class 7, Per ANSI Standard T1.417 |
| | 0 0 8 | Spectrum Management Class 8, Per ANSI Standard T1.417 |
| | 0 0 9 | Spectrum Management Class 5, Per ANSI Standard T1.417 |
| | | |
| 0 U | | End User Digital Access Interface |
| | 0 0 F | HDSL4, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 G | G.shdsl, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 S | 2B1Q SDSL, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| | 0 0 1 | Spectrum Management Class 1, Per ANSI Standard T1.417 |
| | 0 0 2 | Spectrum Management Class 2, Per ANSI Standard T1.417 |
| | 0 0 3 | Spectrum Management Class 3, Per ANSI Standard T1.417 |
| | 0 0 4 | Spectrum Management Class 4, Per ANSI Standard T1.417 |
| | 0 0 5 | Spectrum Management Class 5, Per ANSI Standard T1.417 |
| | 0 0 6 | Spectrum Management Class 6, Per ANSI Standard T1.417 |
| | 0 0 7 | Spectrum Management Class 7, Per ANSI Standard T1.417 |
| | 0 0 8 | Spectrum Management Class 8, Per ANSI Standard T1.417 |
| | 0 0 9 | Spectrum Management Class 9, Per ANSI Standard T1.417 |
| | | |

## Table 3-7: Advanced Digital Transport Loop NC/NCI Code Combinations

| NC Code | NCI Code | | DESCRIPTION |
|---|---|---|---|
| | Qwest CO-NI | End-User EU-NI | |
| **ADVANCED DIGITAL TRANSPORT** | | | |
| LX-N | 02QB5.001 | 02DU5.001 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 1 |
| LX-N | 02QB5.002 | 02DU5.002 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 2 |
| LX-N | 02QB5.003 | 02DU5.003 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 3 |
| LX-N | 02QB5.004 | 02DU5.004 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI T Standard, 1.417 Spectrum Management Class 4 |
| LX-N | 02QB5.005 | 02DU5.005 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard T1.417 Spectrum Management Class 5 |
| LX-N | 02QB5.006 | 02DU5.006 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 6 |
| LX-N | 02QB5.007 | 02DU5.007 | Advanced Digital Transport Loop. Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 7 |
| LX-N | 02QB5.008 | 02DU5.008 | Advanced Digital Transport Loop, Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 8 |
| LX-N | 02QB5.009 | 02DU5.009 | Advanced Digital Transport Loop, Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management Class 9 |
| LX-N | 02QB5.00F | 02DU5.00F | Advanced Digital Transport Loop, Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management HDSL4, Technology Specific, Transmission System Per ANSI Standard T1.417 |

| | | | |
|---|---|---|---|
| LX-N | 02QB5.00G | 02DU5.00G | Advanced Digital Transport Loop, Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management G.shdsl, Technology Specific, Transmission System Per ANSI Standard T1.417 |
| LX-N | 02QB5.00S | 02DU5.00S | Advanced Digital Transport Loop, Signals at interfaces conform to ANSI Standard, T1.417 Spectrum Management 2B1Q SDSL, Technology Specific, Transmission System Per ANSI Standard T1.417 |




# Loop Splitting

**CLEC A is Owner of Record of Unbundled Loop (Voice provider) and CLEC B provides Data (POTS Splitter resides within Collocation Area)**

# UNE-P LINE SPLITTING SCENARIOS

| | END USER CURRENTLY HAS: | END USER TRANSITIONS TO: | CLEC ACTION | DLEC ACTION *could be same or different than CLEC | Qwest action |
|---|---|---|---|---|---|
| 1. | **Qwest voice service**<br>**Qwest Megabit™ service**<br><br>**(this is happening today)** | UNE-P combination service *without* Qwest DSL service | Submit LSR for conversion to UNE-P combination service, specifying removal of Qwest DSL service | N/A | UNE-P conversion activity re-classifies voice service. Megabit is removed. Conversion order created. |
| | **Qwest voice service**<br>**Qwest DSL service** | UNE-P combination service *with* Qwest DSL service | Submit LSR for conversion to UNE-P combination service, specifying maintenance of Qwest DSL service. | N/A | UNE-P conversion activity re-classifies voice service. Qwest DSL service is maintained. Conversion order created |
| | **UNE-P combination service** | UNE-P combination service *with* Qwest DSL service | Submit LSR to add Qwest DSL service | N/A | Issue order to add Qwest DSL service to existing UNE-P combination service. |
| | **Qwest voice service**<br>**Qwest DSL Host Volume Discount Program** | UNE-P combination service *without* Qwest DSL service (Qwest DSL Host Volume Discount Program - providing Qwest DSL service to end-users on behalf of Volume Internet Service Providers) is not available with UNE-P combination service. | Submit LSR for conversion to UNE-P combination service. | DLEC (Qwest DSL) will receive loss report from Qwest. | UNE-P conversion activity re-classifies voice service. Megabit is removed. Conversion order created. |
| 2. | **Qwest voice service**<br>**Qwest Megabit™ service** | CLEC voice service<br>DLEC data service | Submit LSR request for UNE-P.<br><br>Submit LSR for Line Splitting<br>Populate RPON field & follow procedures to order line splitting | Provide CLEC with POTS Splitter meetpoint information.<br><br>CLEC receive completion report | UNE-P conversion activity re-classifies voice service. Megabit is removed. Conversion order created.<br><br>UNE-P & Line Splitting billing submitted to CLEC.<br><br>*POC the UNE-P order to add Line Splitting |
| 3. | **Qwest voice service**<br>**DLEC data service (Line Sharing)**<br><br>**(this is happening today)** | CLEC voice service only via UNE-P | Submit LSR request for UNE-P. | DLEC will receive loss report from Qwest. | UNE-P conversion activity re-classifies voice service. Line Sharing is removed. Conversion order created.<br><br>Line Sharing billing removed from Summary Bill of DLEC. |

| | | | | | |
|---|---|---|---|---|---|
| 4. | Qwest voice service<br>DLEC data service<br>(Line Sharing) | CLEC voice service<br>DLEC data service<br>(remains same as Line Sharing DLEC) | Submit LSR request for UNE-P<br><br>Submit LSR request for Line Splitting<br>Populate RPON field & follow procedures to order line sharing | Line Sharing billing removed from Summary Bill.<br><br>DLEC receive loss report<br>CLEC receive completion report | UNE-P conversion activity re-classifies voi service. Line Sharing is removed. Conversion order created.<br><br>Line Sharing billing removed from Summary Bill of DLEC.<br><br>POC the UNE-P order to add Line Splitting<br><br>UNE-P & Line Splitting billing submitted to CLEC. |
| 5. | Qwest voice service<br>DLEC data service | CLEC voice service<br>DLEC(different than existing data provider) | Submit LSR request for UNE-P<br><br>Submit LSR for Line Splitting. Populate RPON field & follow procedures to order line sharing | DLEC receives loss report<br>CLEC receives completion report | UNE-P conversion activity re-classifies voic service. Line Sharing is removed. Conversion order created with standard due date<br>Line Sharing billing removed from Summary Bill of DLEC.<br><br>UNE-P & Line Splitting billing submitted to CLEC. |
| 6. | UNE-P | UNE-P with Line Splitting | Submit LSR for Line Splitting | CLEC receives completion report | Issue C order to establish Line Splitting. |
| 7. | UNE-P with Line Splitting | UNE-P only | Submit LSR to remove Line Splitting | CLEC receives loss report | Issue C order to remove Line Splitting |
| 8. | UNE-P with Line Splitting | Complete disconnect | Submit LSR for complete disconnect of UNE-P | CLEC receives loss report | Issue D order to remove UNE-P and Line Splittin |
| 9. | UNE-P with Line Splitting | UNE-P change Data provider | Submit LSR for conversion from one DATA provider to another | CLEC receives a loss and completion report | Issue C order to change data providers |
| 10. | UNE-P with Line Splitting | T&F service | Submit T&F request for UNE-P | CLEC receives a loss report | Issue T&F order, line splitting is removed at the T |
| 11. | UNE-P with Line Splitting | Change of responsibility of UNE-P | Submit change of responsibility | | Issue order to ownership of UNE-P (keeps Line Splitting) |
| | | | | | |

LOOP SPLITTING SCENARIOS

| Current | Transition To: | Customer of Record Will: | Qwest action: | |
|---|---|---|---|---|
| Established Unbundled Loop Either LX-N, or LXR- | Loop Splitting | Submit LSR for Loop Splitting | Issue service order to add Loop Splitting on the Unbundled Loop | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | Unbundled Loop | Submit LSR to remove Loop Splitting | Issue service order to remove Loop Splitting from Unbundled Loop | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | Changing splitter | Submit LSR to change splitter | Issue service order to change splitter | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | Change second provider | Submit LSR to change provider | Issue service order to change provider | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | UNE-P with Line Splitting | New LSP will issue LSR for UNE-P POTS Second LSR for Line Splitting with RPON | Issue order for UNE-P POTS removing UBL and Loop splitting Issue order from second LSR adding Line Splitting to UNE-P POTS account | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | Shared Loop (retail) | Data provider will: issue LSR for Shared Loop | Qwest retail will send LSR to ISC to Disconnect the UNBNDLD LOOP and issue a New Connect for the End User Qwest Wholesale will issue order to add Shared Loop on account | |
| Established Unbundled Loop Either LX-N, or LXR- with Loop Splitting | Shared Distribution Loop (retail) | Data provider will: issue LSR for Shared Disribution Loop | Qwest retail will send LSR to ISC to Disconnect the UNBNDLD LOOP and issue a New Connect for the End User Qwest Wholesale will issue order to add Shared Distribution Loop on account | |

**BEFORE THE**
**PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA**

| | | |
|---|---|---|
| IN THE MATTER OF THE ANALYSIS INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C)- OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET TC 01-165 |

# QWEST CORPORATION'S

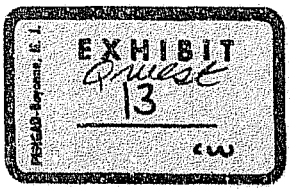
# REBUTTAL AFFIDAVIT

# OF

# JEAN M. LISTON

## CHECKLIST ITEM 4 – UNBUNDLED LOOPS, LINE-SPLITTING AND NIDS

## APRIL 2, 2002



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# REBUTTAL AFFIDAVIT

# OF

# JEAN M. LISTON

## Checklist Item 4 – Unbundled Loops, NIDs, and Line Splitting

Jean M. Liston states as follows:

My name is Jean M. Liston. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I filed an affidavit on October 24, 2001 regarding Qwest's compliance with checklist item 4, access to unbundled loops, Network Interface Devices ("NIDs"), and line splitting. My rebuttal affidavit addresses the testimony of Staff, Black Hills FiberCom, MidContinent Telephone, and AT&T. This rebuttal affidavit is provided as further evidence that Qwest complies with Checklist Item 4, Unbundled Loops, of the Telecommunications Act of 1996 ("1996 Act" or "Act"). This rebuttal affidavit also addresses Qwest's compliance with the Act and FCC rules regarding provision of NIDs and line splitting.

I base this rebuttal affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties, including records kept by Qwest in the regular course of business.

## I. EXECUTIVE SUMMARY

Qwest complies with the FCC's requirements regarding access to unbundled loops, NIDS, and line splitting. I address each of the issues the various intervenors raise in this docket and demonstrate that Qwest satisfies the requirements of checklist item 4. My rebuttal affidavit is organized by issue with discussions surrounding the issues, the positions, and Qwest's response to those positions.

Specifically, I address the issues raised by Dr. Griffing on behalf of the Commission Staff, Mr. Schaible representing Black Hills FiberCom, Mr. Simmons of Midcontinent, and Mr. Wilson representing AT&T.

My rebuttal affidavit is organized into three major groupings: unbundled loops, Line Splitting and finally NIDs.

## II. INCORPORATION OF SGAT CHANGES.

Dr. Griffing of QSI Consulting, on behalf of the Staff for the Commission, indicates that Qwest should make the proposed language changes recommended by the Multi-state Facilitator, Mr. John Antonuk. After an examination of Mr. Antonuk' s recommendations, Sections 9.2, 9.5, 9.21 and 9.24 of the South Dakota SGAT incorporate the Facilitator's recommended changes. The Facilitator's recommended language is also included in the KMC agreement, and Qwest would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it.

## III. ACCESS TO UNBUNDLED LOOPS

### a. STANDARD LOOP PROVISIONING INTERVALS

The standard unbundled loop provisioning intervals are set forth in Exhibit C of the SGAT and Exhibit C to the interconnection agreement between Qwest and KMC Telecom V Inc. on file with the Commission.[1] As presented in my affidavit filed October 24, 2001, the provisioning intervals were the result of a collaborative process between the ROC, Qwest and the CLECs in the course of the performance measurement workshops in the Regional Oversight Committee ("ROC") and the 271 workshops in several states. Dr. Griffing also finds that "the ROC OSS Test did have substantial input from the CLECs. Thus, the burden is on the CLECs to demonstrate their concerns are valid ...".[2] This finding is consistent with Mr. Antonuk's recommendation in the Multi-state proceedings.

As the Multi-state Facilitator correctly recognized, during the process of establishing the performance requirements for OP-4, the actual standard intervals for provisioning were discussed by the ROC TAG participants. Mr. Wilson's characterization of the ROC process is inaccurate. Ms. Denise Anderson from Maxum Telecommunications Group Consulting ("MTG") testified

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[1] The KMC Telecom V interconnection agreement is attached to the affidavit of Larry B. Brotherson as Exhibit LBB-GTC-1. Qwest relies on the KMC interconnection agreement and the other interconnection agreements filed with this Commission, in addition to the SGAT. For better readability, I may not always mention the KMC agreement, but Qwest relies on that agreement and its language just as if the KMC agreement was mentioned every time I mention the SGAT. Everywhere I mention the SGAT in my direct affidavit, and in this rebuttal affidavit, I also incorporate and rely on the KMC agreement which has the same section numbers and same language as the October 2001 SGAT filed in South Dakota.

in the Multi-state proceeding that the SIG was introduced to the ROC and that the intervals were used as a basis for determining the loop benchmarks[3]. Exhibit JML-Loop-1 is a copy of the transcript capturing Ms. Anderson's testimony from the Multi-state proceeding. Every jurisdiction to consider this evidence has agreed that the SIG intervals, which form the basis of Exhibit C to the SGAT and KMC agreement, were integrally related to the development of the PIDs.

During the 271 workshop proceedings, Qwest has gone farther and modified or enhanced some provisioning intervals. For example, Qwest developed the "Quick Loop" product that provides CLECs a three-day installation interval for conversions of analog loops. It then expanded the three- day Quick Loop offering to include unbundled loops with number portability. In addition, Qwest agreed to reduce the installation interval for xDSL-I loops from 10 business days to 5 business days. Qwest has brought forward these concessions to South Dakota. Black Hills FiberCom and Midcontinent Communications, two active CLECs in South Dakota, have not raised this as an issue in their pre-filed South Dakota affidavits.

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[2] Direct Testimony of Marlon Griffing, Ph.D., on behalf of the Staff of the Public Utilities Commission of South Dakota, in Docket TC01-165, filed March 18, 2002, page 78.

[3] In the June 5, 2001 Multi-state Transcript, Ms. Anderson clarified that the PIDs "jive" with the SIG because the ROC participants used the mid-range quantity in establishing the benchmarks. June 5, 2001 Multi-State Transcript at 194-95.

AT&T, a CLEC that is not doing business in South Dakota, is the only party to challenge the provisioning intervals. AT&T raises no issues that were not previously considered and rejected in the Multi-state proceedings. Based on the arguments presented there, Dr. Griffing recommends that the Commission adopt the intervals presented by Qwest, unless the CLECs provide compelling evidence regarding their concerns. Although AT&T has recommended shorter intervals, there has been no compelling evidence provided why the current intervals have any unfair competitive implications. Dr. Griffing's recommendation is consistent with Mr. Antonuk's recommendation.

AT&T challenges the DS-1 interval in Exhibit C of the SGAT. DS-1 loops are one of the loop types for which the OP-4 PID, which measures the installation interval, is measured against parity with analogous Qwest retail services. The current retail interval for DS-1 loops is nine days. Thus, the interval in Exhibit C of the SGAT and the KMC agreement track both the PID and the retail installation interval. AT&T even acknowledges that the current installation intervals for DS-1 loops is now in parity with the installation intervals for retail service. Furthermore, in South Dakota, the OP-4 performance results for DS1 loops show that on average over the past 4 months, the wholesale DS1 installation interval is less than the Qwest retail interval. Therefore, CLECs have been receiving better installation performance than Qwest retail, negating any claim that the current DS-1 loop interval does not afford CLECs a meaningful

opportunity to compete. In fact, AT&T does not present any evidence regarding the alleged "harm" associated with the existing wholesale intervals for DS-1 loop installation, has never ordered a DS-1 loop in South Dakota.

Nevertheless, AT&T argues that several state commissions have modified the intervals applicable to DS-1 loops. With the exception of a Staff recommendation from Arizona, which Qwest has challenged, the states that modified the DS-1 interval did so based upon their view that state-specific service quality requirements or commitments made in the U S WEST-Qwest merger required the modification. Here in South Dakota, there are no service quality rules relating to the installation interval for DS-1 service. Thus, AT&T's reliance on the decisions of other states, which based their decisions on state-specific requirements, is of no avail. .

The FCC in its orders approving Verizon's Massachusetts application and the then-Bell Atlantic New York application stated that when benchmarks are established in a collaborative proceeding that involves all interested carriers, those benchmarks are presumed to give carriers a meaningful opportunity to compete.[4] The creation of the PIDs through the ROC process was exactly that

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[4] Memorandum Opinion and Order, *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) And Verizon Global Networks Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, CC Docket No. 01-9, FCC 01-130 ¶ 13 (rel. Apr. 16, 2001) ("Verizon Massachusetts Order"); Bell Atlantic New York Order ¶ 55 ("At

type of a collaborative process. The creation of the performance standards for OP-3 and OP-4 were created in a collaborative process and the installation intervals were the foundation of the OP-4 benchmarks. The existing installation intervals provide CLECs a meaningful opportunity to compete, and AT&T has presented no evidence to the contrary. Qwest's position is backed by Ms. Anderson, who testified that although the parties certainly had to compromise to achieve negotiated performance measures, the goal of the ROC participants was to establish benchmarks as well as comparisons with retail analogues that gave CLECs a meaningful opportunity to compete.[5] It must be remembered that competitive equity is critical in any 271 decision and AT&T has failed to prove there is any competitive harm or competitive differentiation that occurs because of the Qwest installation intervals.

In addition to challenging the DS-1 loop installation interval, AT&T also claims that the loop repair interval for analog loops should be shortened to 18 hours. Although AT&T admits that the current Exhibit C intervals are the same intervals as Qwest utilizes for analogous repair services, AT&T believes Qwest must provide shorter intervals for CLECs. AT&T fails to note that the FCC has

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the same time, for functions for which there are no retail analogues, and for which performance benchmarks have been developed with the ongoing participation of affected competitors and the BOC, those standards may well reflect what competitors in the marketplace feel they need in order to have a meaningful opportunity to compete").

[5] June 5, 2001 Multi-state Transcript at 187-88, 189-90.

determined that repair services are to be provided to CLECs at parity with analogous retail services. Parity as used by the FCC means that the interval standards will be the same, not something less than the retail interval for the CLECs. For example, in the Bell Atlantic New York Order, the FCC notes:

> We further conclude that Bell Atlantic demonstrates that it is providing maintenance and repair functions for unbundled local loops in substantially the same time and manner in which it provides those functions to its retail customers. .....Rather, we find that Bell Atlantic provides nondiscriminatory maintenance and repair services for the unbundled loops it provides to competing carriers.[6]
>
> The New York Carrier-to-Carrier performance data demonstrate that Bell Atlantic performs maintenance and repair functions with respect to loops provisioned to competitors in substantially the same time and manner that it does with respect to loops provided to its retail customers.[7]

AT&T once again has not presented any compelling evidence why the repair interval should be shortened. Furthermore, AT&T's claims regarding the so-called tasks it must perform and the time these tasks might take is flawed. Throughout the 271 workshop proceedings, AT&T has never quantified any additional AT&T repair time. For example, AT&T has never presented any evidence regarding time spent performing trouble isolation prior to opening a Qwest repair ticket. Second, Qwest has provided the CLECs with an electronic interface for opening trouble tickets. Therefore, as soon as AT&T issues the

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[6] Bell Atlantic Order New York Order, FCC 99-404, ¶ 310.

trouble ticket, the 24-hour repair clock starts for Qwest. As a result, the difference between the start of the AT&T repair time and the Qwest repair start time is minimal, at best. Furthermore, AT&T's remaining claims regarding the tasks it must perform upon completion of repairs is erroneous. In AT&T's presentation of the "facts," AT&T would close the repair ticket with Qwest, *then* call the customer to ensure that the service is working, and finally close the AT&T repair ticket. This makes no sense. Prior to closing a repair ticket, the CLEC and Qwest typically perform a cooperative test to ensure continuity. Once the facility tests good, then both companies close out the trouble ticket. I note that the Qwest wholesale repair ticket is not closed until the CLEC agrees that the service is repaired. Simple logic suggests that AT&T would not close a repair ticket until it was sure that the service was working. This process is essentially the same as the repair process flow I presented in my initial affidavit as Exhibit JML-LOOP-17.

The South Dakota performance results indicate that the wholesale analog repair interval is consistently shorter than the Qwest retail interval and is consistently less than 24 hours. Thus, CLECs have more than enough time to perform any of the unquantified repair tasks they must perform within the 24-hour window that applies to Qwest retail repairs. Based on the ROC collaborative MR-3 PID Qwest is providing CLECs with the ability to compete, and is in

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[7] *Id.* ¶ 311.

compliance with the FCC requirement of retail parity. Qwest's position has been upheld in every other jurisdiction.

### b. LOOP PROVISIONING AND REPAIR INTERVALS – UTAH

In the Multi-state proceedings, a unique potential problem in Utah was identified. The problem was that the Utah wholesale service guidelines might have been in conflict with the installation intervals founds in Qwest' s SGAT. The Antonuk recommendation was that state rules should take precedence until such time as the impacted state changed its regulations. Section 2 of the SGAT and the KMC interconnection agreement indicate that state rules will take precedence. Dr. Griffing recommends that the same rationale hold true in South Dakota. Qwest agrees with that position.

### c. RECIPROCITY OF TROUBLE ISOLATION CHARGES

Midcontinent raises issues with the apportioning of trouble isolation charges. The reciprocity of trouble isolation charges was the subject of much debate throughout the unbundled loop workshops in all previous jurisdictions. The discussions revolved around the responsibility of testing the network and the associated charges. As Dr. Griffing notes, Qwest has already made changes to its SGAT to take care of the issues regarding reciprocity of trouble isolation charges. However, he notes that AT&T further wanted access to NIDs for testing purposes, and Mr. Antonuk recommended SGAT language additions to

accommodate that request. Qwest agreed to incorporate those changes and added SGAT Section 9.2.5.5. That same section is also included in the KMC agreement, and Qwest would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it. Section 9.2.5.5 permits a CLEC to access a NID for testing purposes where access at the demarcation point is inadequate to do such testing. It further states that if Qwest denies a CLEC access to the NID for testing purposes, that Qwest would also waive any trouble isolation charges associated with that portion of the loop plant. Qwest believes that this issue has been resolved.

With respect to allocation of trouble isolation charges, Qwest has also included language in the SGAT and KMC agreement that addresses Midcontinent's concerns. During the Colorado unbundled loop workshops; Qwest diligently worked to resolve the CLECs' concerns regarding repair charges and reciprocity of trouble isolation changes. The current language in the KMC interconnection agreement and the SGAT, which CLECs agreed to in Colorado, states:

> 9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. 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 trouble

isolation test results to the other. For Unbundled Loops, each party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the end user's side of the Loop Demarcation Point. If the trouble is on the end user's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

The issue raised by Mr. Simmons focuses around the implementation of these SGAT sections. As stated in Section 9.2.5.1 each company is responsible for performing trouble isolation on its own network and sharing the test results. However, if a CLEC elects not to perform its own trouble isolation and instead wishes Qwest to perform the work on its behalf, Qwest will do so at a charge to the CLEC. The CLECs were notified of this policy change via the CMP process on November 11, 2001, notification number R00197.

In South Dakota, for the last quarter of 2001, no troubles were found on approximately one third of the CLEC trouble tickets. To the extent that the CLEC wants Qwest to perform the trouble isolation, then Qwest should be

compensated for this activity. The CLECs always have the option of performing their trouble isolation.

**d. REQUESTS FOR LOW DEMAND PRODUCTS**

Qwest introduced ISDN service in 1997 and ADSL service during the fourth quarter of 1999. Although Rhythms expressed dismay that the ADSL product was not offered until 2000, to date Qwest has only 2,156 ADSL capable loops in service throughout all 14 states. There are none currently in service in South Dakota. For the most part, CLECs are using the 2-wire non-loaded loop to provision their DSL service. During the Multi-state workshop, the limited discussion on this issue focused on products with low demand. Mr. Antonuk noted that while Qwest is not required to offer standardized product offerings for unbundled loop offerings with low or no demand, it must be prepared to react rapidly to requests for those products. Qwest filed in response to the report that it would move expeditiously when it receives requests for other services. In addition, during the General Terms and Conditions workshop, the workshop participants developed a "special request process " that permits CLECs to request "non-standard" product offerings, and commits Qwest to respond to those requests within established intervals. It is my understanding that Multi-state workshop participants agreed upon the mechanics of this special request process. Therefore, Qwest has addressed this issue.

**e. COOPERATIVE TESTING**

During the Multi-state workshops, some CLECs claimed that the process by which Qwest performed cooperative testing needed to be improved. Qwest has taken proactive steps to enhance its cooperative testing processes. One of the most significant of these steps was to establish a control center, the Qwest CLEC Coordination Center ("QCCC"), to handle all installations that involve coordinated start times. This center has approximately 70 employees and has significantly reduced problems with cooperative testing.

As described in Exhibit JML-Loop-8 of my October 24, 2001 filing, Qwest has detailed processes in place for the coordination of unbundled loops with LNP. Midcontinent raises a concern regarding unbundled loop coordinated installation with number portability. Qwest has been working with Midcontinent to get a better understanding of this issue. Midcontinent provided Qwest with a recent order problem. Unfortunately at the time of this filing, Qwest was still investigating this order. Qwest is committed to tracking and monitoring its installation performance to ensure trouble free installations.

As noted by Antonuk and agreed to by Mr. Griffing, Qwest's actions have resolved this issue. Qwest's overall performance for coordinated installations is excellent, and Qwest commits to continue working with Midcontinent to resolve any problems they experienced.

### f. SPECTRUM COMPATIBILITY

Participants in the Multi-state workshops discussed spectrum compatibility issues at length. Mr. Antonuk addressed those issues, and resolved them in a manner that properly balanced the positions of the parties. Qwest has incorporated those recommendations in the South Dakota SGAT and the KMC interconnection agreement in Section 9.2.6. Qwest would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it. Dr. Griffing agrees that with these changes in the SGAT language, Qwest has met its obligations for spectrum management. No CLEC has challenged the Multi-state resolution of these issues in this proceeding, nor have they raised any additional issues.

### g. CONDITIONING CHARGE REFUND

AT&T claims that Qwest already recovers loop conditioning charges in the loop rate.[8] It provides no support for this assertion, as it would apply to South Dakota rates. Nevertheless, to the extent this is even an issue in South Dakota, it is one that should be addressed in a cost proceeding, not here.

AT&T also claims that Qwest should refund conditioning charges if "Qwest's performance causes an end user to abandon the CLEC/DLEC."[9] In the

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[8] Wilson Affidavit at 14.

[9] Id.

Multi-state proceedings, AT&T recommended SGAT language that would require Qwest to refund conditioning charges under a variety of circumstances, including the loss of the customer. As pointed out by Qwest, the issue of determining fault and what constitutes poor performance from an end user's perspective could prove problematic. To resolve this issue, the Facilitator recommended a compromise position providing that Qwest would refund the conditioning charge to the CLEC if Qwest failed to meet a committed due date and the CLEC customer did not connect within 3 months. Additionally, Qwest should provide one-half credits for conditioning under various circumstances described. Although Qwest did not fully agree with Mr. Antonuk' s recommendation, it did make the requested language changes and these changes are now found in Section 9.2.2.4.1 of the SGAT and KMC agreement. Qwest would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it.

AT&T's witness, Mr. Wilson, raises this issue again and fails to counter the rulings made in the Multi-state proceedings. AT&T offers the same troublesome SGAT language that is impossible to implement on a stand-alone basis. For example, AT&T proposes SGAT language that would afford the CLEC a refund if the end user experiences an "unreasonable delay" in provisioning or "poor quality of service." Unfortunately, determination of fault in these circumstances is not easily nor readily done. The "unreasonable delay" may be due to the CLEC or the end user customer. Likewise, whether the

customer actually experiences "poor quality of service" and which carrier (if any) is responsible for such "poor quality" is not easy to determine without some sort of dispute mechanism. As Qwest suggested in other workshops, most CLECs have customers sign termination liability contracts, which protects a CLEC's initial investments. Qwest utilizes this same contract with its retail customers. It is evident that if Qwest did not condition the line according to the specifications outlined in the various technical documents and/or state rules, it would certainly be apparent immediately. What AT&T is trying to implement, is a long term time frame where it wants to be held harmless regardless of why a customer left them, who may have caused the problems and not just the conditioning parameters provided on the specific loop. Given AT&T's limited experience with any xDSL loops in South Dakota or elsewhere in Qwest's 14-state region, with or without conditioning, it is highly unlikely that Mr. Wilson's arguments are based on any real experiences that AT&T has faced. Furthermore, Qwest's performance with respect to the quality of its installations for DSL loops is excellent. The OP-5 PID measures new installation quality. For the past three out of four months, Qwest's performance has been 100% for 2-wire non-loaded loops. Thus, CLECs do not experience the "poor quality" AT&T fears. Qwest believes that the Antonuk compromise is reasonable and protects all parties. Dr. Griffing also recommends the adoption of that same recommendation.

### h. PRE-ORDER MECHANIZED LOOP TESTING

AT&T has argued that it should be allowed full access to the Qwest Mechanized Loop Testing (MLT) to qualify loops for DSL service in the pre-order stages.[10] Qwest in all proceedings, including the Multi-state workshops, adamantly disagreed with this position. There are several reasons why AT&T's request is unfounded on a pre-order basis.

First, MLT is a repair test. It is not meant to be nor was it ever designed to be used as a qualification tool for loops. In fact, the MLT provides misleading loop length information. Because it is a test that measures resistance on the line, an MLT may overestimate loop length by as much as 20 percent. Qwest does not perform MLTs for itself as a pre-order function.

Second, the MLT loop length has been incorporated into the Raw Loop Tool when data is otherwise not available which the CLECs have access to in order to determine if a loop qualifies for their DSL service. The same MLT information is available to CLECs in the Raw Loop Data tool as is used t by the Qwest retail DSL tool. Furthermore, as discussed below, both the Raw Loop Data tool and the IMA Loop Qualification tool include loop length information in addition to the MLT length. In the Raw Loop Data tool, loop gauge and segment length provide this information and the Loop Qualification tool includes the Equivalent Loop Length, if available. This loop length information is more

reliable than the length indicated by an MLT. Therefore, the information a CLEC needs is already available to them.

Third, there are only a limited number of MLT test ports. To the extent that pre-order MLT was being performed the ports would not be available for Qwest or CLEC repair tests. This could negatively impact the ability to quickly test and repair facilities.

Fourth, in order to perform an MLT test, the loop must be connected to a Qwest switch. This means that what AT&T wants is access to a customer' s working line -- a customer who is not their own customer. This is not only invasive to the customer, but there are potential issues, which arise from accessing another company's customer. The customer could be a Qwest customer or another CLEC's customer.

Fifth, there are no FCC requirements to provide CLECs with MLT capability on a pre-order basis. Per the FCC requirements, Qwest does provide CLECs with MLT access for repair purposes on those services that are connected to a Qwest switch, namely resale, UNE-P and Line Sharing. To use the MLT functionality the CLEC must pass an "ownership" test namely the CLEC must be identified as the customer of record for that particular telephone number.

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[10] Wilson Affidavit at 29.

AT&T claims it needs to be able to perform MLTs "to verify the presence of digital loop carrier" and other unspecified facilities.[11] Both the Raw Loop Data tool and the IMA Loop Qualification tool provide information on the presence of digital loop carrier. The Wire Center Raw Loop Data Tool provides this information for every loop in a wire center. To the extent Mr. Wilson's "other facilities" include bridged tap and load coils, both tools already return information on the presence of those facilities. Additionally, as presented by Ms. Notarianni the Qwest MLT functionality does not include information related to bridged tap and load coils.

AT&T claims that other ILECs are providing this functionality on a pre-order basis. This is simply not true. AT&T mentions no BOC that has created the functionality for CLECs to perform an MLT on a pre-order basis themselves. As described in the Verizon Massachusetts Order, Verizon performs MLTs on behalf of CLECs as part of its manual loop qualification process if its electronic tools do not return loop make up information.[12] The order does not state that Verizon performs MLTs as a routine replacement to its loop qualification tools, which is what AT&T appears to be requesting here. Furthermore, as described in the Verizon Massachusetts Order, the only information returned by the MLT is loop length. Furthermore, at the time of its Massachusetts application, Verizon

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[11] Wilson Affidavit at 29.

[12] Verizon Massachusetts Order ¶ 58.

had in its LFACS database loop make-up information for only 10 percent of its terminal locations.[13]

MLT is not a pre-order tool. Each central office can only accommodate a limited number of MLTs simultaneously. If a CLEC is performing a pre-order MLT, another CLEC or Qwest may be prevented from conducting the test for a repair situation, which is its actual purpose. The existing OSS functionality for MLT involves a validation that the CLEC that wants to access the customer's account is really the customer of record. MLT is only applicable for Qwest switched services, an unbundled loop is not a Qwest switched service, therefore CLECs can not using Qwest MLT for unbundled loops.

AT&T's demand also raises an important fairness issue: an MLT cannot be performed on unbundled loops that Qwest has provided to CLECs. Once the loop is unbundled from the Qwest switch and transferred to the CLEC switch, neither Qwest nor a CLEC would have the ability to perform a Qwest MLT on that loop. However, if CLECs have installed testing capabilities on their own switch, they would be able to perform their own MLT. An MLT from the Qwest switch also cannot be performed on loops that are part of a facility-based CLEC's own network. Accordingly, if the Commission were to order Qwest to provide the ability for CLECs to perform a pre-order MLT, CLECs would be performing those tests only on Qwest switch-based loops, UNE-P CLEC lines, and reseller CLEC

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[13] Verizon Massachusetts Order ¶ 57.

lines; none of these carriers, however, could perform an MLT on facilities-based CLEC loops or unbundled loops provided to a CLEC. This provides an unfairly one-sided advantage.

The Multi-state Facilitator agreed with the inherent problems with allowing CLECs access to MLT tests. As long as the information is available in other sources, as it is in the IMA Loop Qualification tool and Raw Loop Data tool, the recommendation was that there is no reason for a CLEC to have access to the MLT tests. Dr. Griffing representing the South Dakota Staff concurs with this recommendation.

### i. ACCESS TO LOOP FACILITIES AND ASSIGNMENT CONTROL SYSTEM (LFACS)

Throughout the 271 Unbundled Loop workshops AT&T has stated that it needs direct access to Qwest's LFACS database, and Qwest has attempted to understand what information AT&T actually wants and what it is not currently receiving through the multiple loop qualification tools Qwest already provides. However, AT&T has not been able to answer this question, and the reason that AT&T needs direct access to LFACS changes almost as frequently as the colors of a chameleon. It is important to note that the underlying data source for the Raw Loop Data tool and the IMA Loop Qualification tool is the Loop Qualification database. The Loop Qualification database is the source database for both the

retail Qwest DSL tool and the CLEC tools mentioned above. The data source for the Loop Qualification Database is LFACS. Thus, CLECs are receiving information from the LFACS database already.

The following highlights the AT&T reasons and the Qwest responses:

- Integrated Digital Loop Carrier (IDLC) – First, AT&T claimed that it needed direct access to the LFACS database to determine if a community was served by IDLC. Qwest demonstrated that this information is available by using the Wire Center Raw Loop Data tool. (See Exhibit JML-LOOP-2.) Then when Mr. Antonuk recommended that Qwest provide a mediated process for the CLEC's to obtain any additional information, Qwest agreed to include the following SGAT language, which is also included in the KMC agreement:

> 9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.[14]

Qwest would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it.

- Spare Facilities – Once it was demonstrated that Qwest provided the CLECs with the necessary information to identify and obtain loop make-up information when IDLC was present, then AT&T suddenly needed access to LFACS to obtain information on spare facilities. However, in its August 2001 IMA Release 8.0, Qwest enhanced the Raw Loop Data tool to include spare or unassigned facilities and partially connected facilities. IMA Release 8.0 added a loop status field to the Raw Loop Data tool. If the facility is associated with a working telephone number, then the data would be obtained using the "Assigned Address" query, and the Loop Status would show as "WKG" for working. The "Unassigned Address" query returns the spare facilities, and the Loop Status is indicated as "CT," which means the facility is connected through to the central office, or "PCF," which means it is a partially connected facility (i.e., a segment). The PCF facilities, are segments that are connected to the customer drop, but not back to the switch. Exhibit JML-LOOP 3 contains examples of spare facilities. Additionally, Qwest has modified its CLEC training to reflect the new Raw Loop Data functionality.

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[14] Section 9.2.2.2.1.1 is included in both the KMC interconnection agreement and the Qwest SGAT.

- Apparently now in South Dakota, Mr. Wilson on page 17 of his affidavit claims that AT&T needs access to LFACS "to obtain accurate loop qualification information" and "spare facilities, including "fragments" of loops. Then as an added protection he claims that the FCC rules require Qwest to provide this type of access regardless of what loop make-up information is in the qualification tools. Mr. Wilson is wrong on all accounts.

Accuracy of the Loop Make-up Information. Mr. Wilson claims that the Qwest representatives can get accurate loop information while implying that AT&T cannot.[15] That is simply not true. As discussed above, the underlying database that serves the retail Qwest DSL tool is the same underlying database that is used to populate the IMA Raw Loop Data tool. The validation that the same database was used for both retail and wholesale was included as part of the ROC OSS Master Test Plan 12.7, which was included as Exhibit JML-LOOP-3 of my affidavit filed on October 24, 2001. The Loop Qualification Database is synchronized with LFACS on a rolling monthly basis. However, the IMA Raw Loop Data tool also has been enhanced to include a "recent change" check. When a CLEC requests the loop make-up information, IMA will check to see if there has been any recent change activity on the facility recorded in the LFACS

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[15] Wilson Affidavit at 23.

database. If there has been a recent change, then IMA will get the most current information from LFACS and return that information to the CLECs.

Additionally, based on feedback received during the workshops, Qwest has improved the Loop Qualification tools and the Raw Loop Data tool. IMA Release 8.0, issued in August 2001, included a change to the Qwest DSL Qualification tool to enable a CLEC to query using only the telephone number. Additionally, Qwest enhanced the Raw Loop Data Tool to include:

- Loop make-up for non-published and non-listed telephone numbers.
- Loop make-up for telephone numbers associated with Centrex and PBX systems.
- Loop make-up for new service, prior to the service posting to the billing system.

Spare Facilities – As previously mentioned Qwest already provides CLECs with access to loop make up information regarding spare facilities including loop segments. AT&T is now attempting to say that they need access to spare feeder and distribution facilities.[16] As mentioned above, the PCF indicator represents spare distribution facilities. To support this request AT&T claims that this is a FCC requirement.[17] However, if you read the FCC cites none say anything about spare facilities nor does it mention "fragments" of facilities.

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[16] Wilson Affidavit at 22.

[17] Wilson Affidavit at 17 –21

Indeed, as represented in the SBC Kansas/Oklahoma Order, Southwestern Bell only returns make up information for a single loop in response to a loop make up query.[18] The FCC stated in that order that "it is not self-evident from the *UNE Remand Order* that a BOC must provide loop make-up information on all loops that serve a particular address."[19] The FCC states that the ILEC must provide loop qualification information. The FCC defines loop qualification information as follows:

> Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence of Digital Loop Carrier) that enables the carriers to determine whether the loop is capable of supporting xDSL and other advance technologies.[20]

Nowhere does this definition reference partial facilities. Additionally, Mr. Wilson was adamant regarding the definition of an unbundled loop. Section 9.2.1 of the SGAT and the KMC interconnection agreement define the unbundled loop as:

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[18] Memorandum Opinion and Order, *Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, CC Docket No. 00-217, FCC 01-29 at ¶ 128 (rel. Jan. 22, 2001) ("SBC Kansas-Oklahoma Order").

[19] Id.

[20] Third Report and Order and Fourth Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd 3696 ¶ 426 (Nov. 5, 1999) ("UNE Remand Order").

> The Local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an end user premises. The Local Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

AT&T is wrong in its assertion that the FCC ordered access to spare and "fragments" of loops. Nonetheless, Qwest has gone beyond what the FCC mandated, and has already provided the CLECs with access to spares and partially connected facilities through the IMA Raw Loop Data tool.

FCC Loop Qualification Requirements. Qwest complies with the FCC's requirements to provide CLECs with mediated access to unfiltered loop make-up information to enable the CLECs to determine if a loop qualifies for xDSL services.

AT&T also discusses the FCC rules as they relate to other ILECs.[25] However, there are a few important facts that AT&T omits. First, Verizon introduced a manual loop qualification process to the CLECs because at least as of the time of its Massachusetts application, its LFACS database included only

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[25] Wilson Affidavit at 26-28.

10% of its terminal locations.[22] Qwest has loop make-up information for over 90% of its loops in the Raw Loop Data Tool. Mr. Wilson also touts the virtues of Verizon's manual process. Mr. Wilson states: "The additional information provided through an engineering query includes the exact location of load coils, the exact location and lengths of bridge taps, as well as actual cable gauges and the length of each gauge and provides loop make-up information for loops not in the LFACS database."[23] Qwest provides the CLECs in a real time pre-order basis the same information Verizon provides as part of its manual process. For loops not in LFACS, and therefore not in the Raw Loop data tool, Qwest is introducing a new manual process as described below.

Mr. Wilson also quotes the SBC Kansas/Oklahoma Order.[24] Upon investigation of SWBT's loop qualification information as presented in its order and declarations:

- Like Qwest, the SWBT electronic tool, Verigate, relies on LFACS data.
- Like the Qwest electronic pre-order loop make-up tools, the SWBT pre-order tool provides CLECs with mediated access to the LFACS data via SWBT's Datagate, Verigate or EDI/COBRA interfaces.
- Unlike Qwest, SWBT does not provide any MLT distance.

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22 Verizon Massachusetts Order ¶ 57 n. 167.

23 Wilson Affidavit at 28.

24 Wilson Affidavit at 19 – 20.

- If the loop make-up information is not available in Verigate, then the CLEC can request a manual loop make-up investigation. The SWBT engineers will investigate the facility, load the data into LFACS, which then loads Verigate. CLECs have the option of receiving the loop make-up either by e-mail or by Verigate. Qwest will accept the LSRs from the CLECs and regardless whether the CLEC uses the loop qualification tool and regardless of the information the tool returns. Under the 11-step process, Qwest will "look" for compatible facilities to fill the CLEC request.

Manual Process - The FCC has concluded that manual access to loop information is not required if CLECs have access to the same information through an alternative method of access.[25] In March and April 2001, Qwest conducted a trial of its performance in providing Firm Order Confirmations ("FOCs") for xDSL loops in Colorado. This trial included an analysis of the Raw Loop Data tool. During the xDSL FOC trial, there were instances in which the Raw Loop Data tool returned a response of "No Working TN." However, upon investigation, Qwest determined that these responses related to non-published and non-listed numbers as well as loop make-up associated with Centrex or a

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[25] *See* Verizon Massachusetts Order ¶ 65 (rejecting a complaint that Verizon had failed to develop a manual loop qualification process for CLECs because "[f]or the most part, the information returned through the manual loop

PBX. As previously discussed IMA Release 8.0 addressed each of these situations and was enhanced to return information on these types of services or telephone numbers. In fact, to validate the enhancements to the tool, Qwest re-ran queries for the addresses that did not return loop make up information during the Colorado xDSL FOC trial and, for those addresses it was able to validate, Qwest obtained loop make up information in every instance either by using the "Assigned Address" query for working telephone numbers or "Unassigned Address" query for spare facility.[26]

Qwest believes it is highly unlikely that if a CLEC used the Qwest tools it would not obtain the loop make-up information it needs to qualify a loop for xDSL services. However, to resolve this issue, Qwest agrees to implement a manual process in South Dakota to permit CLECs to obtain loop make up information in the unlikely event the Raw Loop Data or IMA Loop Qualification tool fail to provide loop make up information for a particular address or telephone number or it returns inconsistent information. Qwest would agree to return such information within 72 hours. As discussed elsewhere in my rebuttal affidavit, this process is similar to the process other BOCs employ. Given the strength of its tools, Qwest believes that such manual loop make up requests will be

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qualification process is already provided to competitors through other loop qualification processes that are available at the pre-ordering stage").

extraordinarily infrequent. AT&T makes several assertions regarding Qwest's creation of the tools and description of the tools' capabilities. AT&T asserts that the Qwest position of what is available to CLECs has changed over time. As the tools have been enhanced, Qwest reported the new information to CLECs in the workshops.

In addition to the above mentioned Raw Loop Data tool enhancements, at the end of February 2002, Qwest introduced in IMA Release 9.0 a substantially enhanced IMA Loop Qualification tool that incorporates many of the LSOG 5 industry guidelines. Qwest provided CLECs with information regarding this change through the IMA Release notification process. IMA includes a pre-order Facility Check query that enables CLECs to determine if spare facilities are available. With Release 9.0 the IMA Facility Check Query was enhanced to include a new Loop Qualification Tool that reveals two levels of data. First, there is a Loop Qualification Tab, which provides the following information:

**Loop Qualification Tab**

| Field Label | Field Name | Description/Values |
|---|---|---|
| LOOPSTAT | Loop Status | A = Facilities Qualified<br>B = Facilities Not Qualified<br>C = Construction Job Required |

[26] There were a few queries Qwest was not able to re-run because it was unable to verify the address. Upon investigation of those few orders, it appeared that the wrong city name had been used.

| | | |
|---|---|---|
| | | D = Bona Fide Request (BFR) Required<br>E = Conditioning Required<br>F = Not Qualified due to Length |
| Loop Qual Message | Loop Qualification Message | Message returned to indicate that a product was or was not qualified and why. |
| LPAC | Loop Product Availability Code | Identifies which products are available for resale based on loop length.<br><br>QDSL (Qwest DSL)<br><br>UADSL (Unbundled ADSL)<br><br>Blank, Not Populated (EDI Only) = Loop Level Data |

Behind that tab is a "Loop Data" tab. The table below shows the meaning of the 12 response field descriptors provided on the Loop Data tab in the IMA Loop Qualification tool.

Loop Data Tab

| Field Label | Field Name | Description/Values |
|---|---|---|
| LST | Local Service Termination | Identifies the CLLI code of the end office switch |
| PGPRES | Pair Gain/DLC (Digital Loop Carrier) presence | A = Actual<br>B = Estimated<br>Blank, Not Populated (EDI Only) |
| ELL | Equivalent Loop Length | Returned only if present. |

| Field Label | Field Name | Description/Values |
|---|---|---|
| | | The 26- gauge equivalent loop length for the total distance from the end-user to the wire center in kilofeet. |
| RSUIND | Remote Switching Unit Indicator | If there is a unit, then the value is Y, otherwise, the field is blank. |
| LLT | Loop Length Type | Identifies the process used to determine the loop length.<br><br>A = Actual<br>B = Estimated<br>C = Electrical |
| LL | Loop Length | Loop measurement in kilofeet |
| LLG | Loop Length Gauge | Identifies the segment loop lengths by gauge |
| LCQ | Load Coil Quantity | Identifies the quantity of load coils present on the loop |
| LCT | Load Coil Type | Identifies the type of load coil present on the loop |
| BTQ | Bridge Tap Quantity | Identifies the quantity of bridge taps on the loop |
| F1LPCP | F1 Loop Composition | Identifies the composition of the feeder loop facility<br><br>A = Coaxial<br>B = Copper<br>C = Fiber<br>Y = PG (Qwest specific)<br>Z = UDC (Qwest specific) |

| Field Label | Field Name | Description/Values |
|---|---|---|
| F2LPCP | F2 Loop Composition | Identifies the composition of the distribution loop facility(ies)<br><br>A = Coaxial<br>B = Copper<br>C = Fiber<br>Y = PG (Qwest specific)<br>Z = UDC (Qwest specific) |

Thus, in addition to the Raw Loop Data tool, CLECs now have an additional tool that provides loop make up information in a format that is consistent with LSOG 5 guidelines. The information provided in the Raw Loop Data tool and the IMA Loop Qualification Tool is comparable to the information Verizon provides in its loop make up tool as presented in its Massachusetts application. See Exhibit JML-LOOP-4 for a side by side comparison of the Qwest loop make-up information and that of Verizon.

AT&T also misrepresents the Qwest MLT distance contained in the Raw Loop Data tool. When Qwest first created the loop qualification database, there was a limited amount of loop make-up information available to qualify facilities for xDSL services. Due to the lack of loop length information, Qwest, on a bulk basis, obtained loop length based on MLT tests. The MLT distance was loaded into the loop qualification database and is available to the CLECs via the Raw Loop Data tool. The MLT information entered into the Raw Loop Data Tool is

baseline information only and may not reflect the actual distance of a loop. MLT and the tests performed by this test equipment, estimates the loop length based on the electrical resistance of the specific facility. As previously mentioned the MLT distance may be erroneous by up to 20%. Qwest subsequently embarked on a very aggressive undertaking to load the feeder and distribution loop make-up information into the LFACS database, which, as discussed above, feeds the Loop Qualification database. Throughout 2001, Qwest continually added loop make-up information into LFACS. As previously stated, Qwest now has loop make-up information for over 90% of the Qwest facilities in LFACS and the Loop Qualification database. This information is presented in the make up descriptions of each loop segment (i.e., F1 and F2). The loading of the MLT distance was not some "plot" to provide Qwest with more accurate loop make-up information; rather, at the time the activity was undertaken it was one means of estimating loop length when nothing more reliable was available, and, in any event, the same MLT information is available to CLECs as for Qwest. The Qwest DSL qualification process does not rely on the MLT distance, because of the inherent problems with this measure.

In the IMA Loop Qualification tool under the Loop Data tab, there is field called ELL or Equivalent Loop Length. The Equivalent Loop Length is based on the loop length of each segment and the type of wire gauge. Thus, the Loop Qualification Tool provides loop length information in a user-friendly format. The

Raw Loop Data tool also provides CLECs with the actual loop length by segment and the wire gauge by segment, so CLECs can calculate the equivalent loop length for itself. Thus, CLECs have the option of obtaining loop length in a "raw" uncalculated form in the Raw Loop Data tool or calculated according to the wire gauge in the IMA Loop Qualification tool. These measurements and information are a much more accurate indicator of the actual loop length needed to determine if a facility is capable of supporting xDSL services than MLT distance.

When the Commission examines the various loop qualification tools available to the CLEC and understands that the ROC OSS test will further clarify that the data bases the CLECs have access to contain the same information Qwest has available in its databases, the issue becomes moot. As explained by Ms. Notarianni, Qwest does have the right to mediate access to its databases and has done so in the ones provided to the CLECs.

Finally, AT&T does not mention that the LFACS database, to which it wants access, has not been designed as a search tool for loop qualification purposes. Therefore, it would have to be extensively modified before any "direct" access could be granted. AT&T, however, has never committed to assume any of these costs, even though it demands this unprecedented overhaul of the system.

Mr. Wilson claims it has been like "pulling teeth"[27] to obtain information from Qwest. The truth is that AT&T has been on a fishing expedition. AT&T does not know what additional loop make-up is needed, if any, because AT&T does not have experience using the loop qualification tools. In fact, AT&T does not have any xDSL loops in service in South Dakota. Throughout all 14 states, AT&T has less than .01% of the total number of xDSL loops CLECs currently have in service from Qwest. Qwest provides mediated access to the loop make-up information as required by the FCC. AT&T is only trying to confuse the issue, drive up the cost of business, and slow down the 271 process. Clearly, AT&T's demands have nothing to do with its ability to compete in South Dakota.

Qwest opposes AT&T's demand for language that permits CLECs to audit Qwest's company records and back office systems. AT&T's proposed language is overly broad and unworkable. It would subject Qwest to numerous duplicative audits by any and all CLECs, even those, like AT&T, which do not even have any xDSL loops in service in South Dakota. Furthermore, AT&T's proposed SGAT language puts no boundaries on the information the CLEC could audit. As discussed above, Qwest has an obligation to provide CLECs with loop qualification information; it does not have an obligation to turn over every document and database regarding its network. AT&T's proposed SGAT language, however, does not limit the audit to loop qualification information.

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[27] Wilson Affidavit at 21.

Furthermore, AT&T has a strong incentive to audit Qwest's systems solely for the sake of auditing them. A self-interested party, therefore, should not be permitted to perform such an audit. In this regard, it is important to note that the ROC has already hired a neutral third party to evaluate Qwest's loop qualification tools. KPMG is already evaluating Qwest's tools under ROC Master Test Plan 12.7. Thus, an additional audit provision in the SGAT is unnecessary and duplicative. State commissions in Colorado and New Mexico have rejected AT&T's language based upon the fact that KPMG is already performing an audit function.

Nevertheless, if AT&T or another CLEC were to identify a specific piece of information that it required for loop qualification purposes that was not already provided in the numerous tools Qwest provides, the Change Management Process ("CMP") is the proper place to present that request. In this manner, Qwest and CLECs can evaluate the request, and Qwest can provide a uniform response for all CLECs.

In summary, Qwest makes available several loop qualification tools that are complete and provide all the necessary information a CLEC needs for determining if a loop would qualify for a specific type of advanced telecommunication service. Qwest provides mediated access to LFACS loop make-up information. Qwest has agreed to provide a manual loop qualification process in the unlikely event that loop make-up information is not in the IMA

qualification tools. Mr. Antonuk and Mr. Griffing recommend that the access currently available to CLECs meets the FCC specifications.

### j. PROVIDING OF T-1/DS-1 LOOPS

Mr. Schaible of Black Hills FiberCom expresses concern that his company has been unable to order T1s / DS-1 loops. Black Hills has not been able to purchase an unbundled DS-1 capable loops because its interconnection agreement does not include DS-1 capable loops. The necessary contract amendment is to actually add the DS-1 capable loops into the Black Hills interconnection agreement. It appears that there has been confusion regarding what unbundled elements Black Hills FiberCom wishes to purchase.

The original Black Hills FiberCom interconnection agreement dates back to September 1998 and contains the original unbundled loop terminology. The Black Hills agreement includes:

- 2 wire analog LIS Link
- 4 wire analog LIS Link
- 2 wire non-loaded LIS Link
- 4 wire non-loaded LIS Link.

In the SGAT and the KMC interconnection agreement, these facilities are referred to as 2/4 – wire analog loops and 2/4 wire non-loaded loops. In August of 2001, Black Hills requested a contract amendment to include EELs. Qwest

received the request on August 30, 2001, and Qwest mailed the amendment language to Black Hills the same day. On September 18, Qwest received the signed amendment from Black Hills, and Qwest then signed the amendment on September 19. This is a typical flow for a simple contract amendment. In fact, Section 1.8.2 of the SGAT and KMC agreement provide a 15 day turn around for opting into contract language, and Qwest's average turn around has been approximately 8 days.

The EEL amendment to Black Hills' agreement included DS0, DS-1 and DS-3 EEL Links and EEL Transport. However, the current interconnect agreement does not include a DS-1 capable loop. Black Hills requested a DS-1 contract amendment last year, but unfortunately there was a misunderstanding at Qwest regarding the request, and a contract amendment was not mailed to Black Hills. A new contract amendment to add DS-1 capable loops was mailed to Black Hills on March 22, 2001.

It appears that the confusion regarding prices and unbundled elements presented in Black Hills' affidavit stems from the different service. The following table includes a brief description of each item and the rate as described in Mr. Schaible's affidavit.

| Service or UNE | Description | Rate |
|---|---|---|
| 4 wire analog loop | 4-wire facility with no electronics | $39.34 |
| DS-1 Capable Loop | Includes the necessary DS-1electronics and guarantees a 1.544 Megabit signal | About $80.00 |

| | | |
|---|---|---|
| Special Access | Includes the necessary DS-1electronics and guarantees a 1.544 Megabit signal | $125.00 per Channel |

As previously stated, the current Black Hills interconnection agreement does not include DS-1 capable loops. When Mr. Schaible indicates that the current contract includes a DS-1 capable loop for $39.34, what he is actually referring to is the 4-wire analog loop. These facilities are not equivalent and have different technical parameters. The new contract amendment includes the DS-1 capable loop. The price is higher than the 4-wire analog loop, but that is because the DS-1 loop includes all the necessary electronics and guarantees the performance at a 1.544 Megabit signal.

Qwest hopes that this explanation clarifies the services that Black Hills wishes to purchase and the scope of its current interconnection agreement.

**k. BUILD POLICY**

In May 2001, Qwest developed a policy that clearly delineates its responsibilities to a CLEC if the CLEC requests an unbundled loop where no such loop physically exists. Qwest distributed the policy statement via the CMP process, and it is included in Section 9.1.2 of the SGAT and the KMC interconnection agreement. The policy states that:

- Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested.

- Qwest will build new facilities when it is required to do so as part of its Carrier of Last Resort or Eligible Telecommunication Carrier obligations.
- During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add the CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.
- Qwest will perform incremental facilities work to meet a CLEC's request for facilities, as described in Section 9.1.2.1.2 of the SGAT and KMC agreement.
- Qwest will provide CLECs with information on outside plant construction jobs that exceed $100,000 as set forth in Section 9.1.2.1.4 of the SGAT and KMC interconnection agreement.
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Despite these terms, AT&T continues to demand that Qwest build new facilities on its behalf, where Qwest has no facilities in place, based upon the demands of any CLEC. AT&T's position is incorrect and inappropriate for numerous reasons.

AT&T alleges that the Qwest SGAT "does not comply with the Act or the FCC's rules."[28] AT&T is incorrect. Neither the Act, the UNE Remand Order, nor any of the FCC rules include an obligation for the ILEC to construct new facilities on behalf of CLECs. Rather, the FCC rules and case law state that incumbent LECs do not have such an obligation. For example, the United States Court of Appeals for the Eighth Circuit in its decision on appeals of the FCC's 1996 Local Competition Order[29] endorsed the view that Qwest is not required to construct UNEs, including loops, for CLECs. Interpreting the Act, the Eighth Circuit held that "subsection 251(c)(3) implicitly requires unbundled access only to an incumbent LEC's *existing* network—*not to a yet unbuilt superior one.*"[30] When no facilities exist, a demand that Qwest construct those facilities constitutes not only a demand for "superior" service, but imposes an unlawful requirement that Qwest unbundle something other than its "existing" network.

Relevant FCC pronouncements are consistent with Qwest's interpretation of its unbundling obligations. For example, when the FCC issued its *Local*

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[28] Wilson Affidavit at 7.

[29] First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, 11 FCC Rcd 15499 at ¶ 167 (Aug. 8, 1996) ("*Local Competition Order*").

[30] *Iowa Utils. Bd. v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997), *aff'd in part, rev'd on other grounds, sub nom, AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366 (1999) ("*Iowa Utils. Bd. I*").

*Competition Order*, it stated that an incumbent's obligation to unbundle facilities applies only to the incumbent's *existing* and deployed network:

> [W]e conclude that an incumbent LEC must provide unbundled access to interoffice facilities between its end offices, and between any of its switching offices and a new entrant's switching office, *where such interoffice facilities exist.*
>
> * * * *
>
> The Rural Telephone Coalition contends that incumbent LECs should not be required to construct new facilities to accommodate new entrants. We have considered the economic impact of our rules in this section on small incumbent LECs. In this section, for example, *we expressly limit the provision of unbundled interoffice facilities to existing incumbent LEC facilities.*[31]

In the UNE Remand Order, the FCC reached the same conclusion:

> Notwithstanding the fact that we require incumbents to unbundle high-capacity transmission facilities, we reject Sprint's proposal to require incumbent LECs to provide unbundled access to SONET rings. In the Local Competition First Report and Order, *the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use.* Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, *we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.*[32]

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[31] *Local Competition Order* ¶ 443, 451.

[32] UNE Remand Order ¶ 324 (emphasis added).

Furthermore, the FCC approved Verizon's application to provide in-region long distance service in Pennsylvania, and Verizon employed a policy similar to Qwest's build policy.[33]

Second, contrary to Mr. Wilson's affidavit, the "fill factor" that is used to calculate Qwest's loop rates does not require Qwest to build new facilities for CLECs when Qwest's facilities are exhausted. AT&T suggests that the costs Qwest incurs to build new facilities for CLECs may already be included in the prices for UNEs. This is not correct. The UNE prices that are produced by cost studies are directly dependent upon the amount of investment that the studies include. It is my understanding that cost studies for loops estimate the costs of building a network to replace the existing network using least-cost, forward-looking technology. Because these studies build a replacement of the current network, they do not include investment for new facilities that CLECs may request. The Colorado Hearing Commissioner agreed with Qwest's position here: "Qwest correctly argues that the cost studies considered by the Commission evaluated fill factors and costs for a replacement network and that those studies do not contemplate reimbursement for the construction of new

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[33] Memorandum Opinion and Order, *Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, CC Docket No. 01-138, FCC 01-269, ¶¶ 91-92 (rel. Sept. 19, 2001) ("Verizon Pennsylvania Order").

CLEC facilities. Rather, reimbursement for the construction of new facilities occurs under § 9.19 of the SGAT."[34]

As Mr. Antonuk notes in his findings on this subject in the Multi-state report:

> UNE rates are monthly in nature and generally without minimum term commitments. They can be said to compensate Qwest for investments that it has already made for its own purposes; at least that is a conceptual underpinning of the FCC' s pricing approach for UNEs. However, a CLEC that requires a new investment altogether should have more than an obligation to pay month-to-month. Absent a term commitment, Qwest could be significantly under-compensated in cases where CLECs abandon UNEs before new investment is recovered.[35]

Third, AT&T' s proposal could leave Qwest, and hence its ratepayers with stranded investment for which it still had to bear the burden of investment. Mr. Antonuk goes on to say that AT&T's proposal is

> ...tantamount to requiring Qwest to take investment risk in new facilities.....Instead, AT&T proposes merely to move the obligation to Qwest, which actually would encourage AT&T to require Qwest to make investments in situations where neither AT&T nor any other rational competitor would risk its own resources on the chance that customer use would continue for long enough to provide investment recovery. It is wholly inconsistent with the promotion of effective competitive to sever connections between risk/reward by transferring all of the former to a competitor.[36]

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[34] Decision No. R01-1141, VA Impasse Issues Decision, In The Matter Of The Investigation Into U S WEST Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996, Docket 971-198T, at 26 (Colo. Hearing Commissioner Nov. 6, 2001).

[35] Multi-state Network Element Report, August 20, 2001, page 24.

[36] *Id.* at page 24.

Fourth, Mr. Wilson presents no evidence why, when facilities do not exist, that a CLEC cannot construct them on its own. Again, Mr. Antonuk highlighted this in his report. He states: "In fact, circumstances would suggest that all carriers competent enough to have a future in the business have the capability either to construct new facilities themselves, or to contract with third part construction experts who do."[37]

AT&T's position is tantamount to requiring Qwest to be the continual financing and construction arm for AT&T and other CLECs who are not willing to take the risk of building parts of a network themselves. However, the FCC has highlighted the need for competitors to build facilities of their own. As the FCC noted in the UNE Remand Order:

> We fully expect that over time competitors will prefer to deploy their own facilities in markets where it is economically feasible to do so, because it is only through owning and operating their own facilities that competitors have control over the competitive and operational characteristics of their service. . . . Unbundling rules that encourage competitors to deploy their own facilities in the long run will provide incentives for both incumbents and competitors to invest and innovate, and will allow the Commission and the states to reduce regulation once effective facilities-based competition develops. Accordingly, the unbundling rules we adopt in this proceeding seek to promote the development of facilities-based competition.[38]

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37 *Id.* at page 25.

38 UNE Remand Order ¶ 7.

> We believe that it is the development of facilities-based competition that will provide both incumbent and competitive LECs with the incentives to innovate and invest in new technologies.[39]
>
> We believe that it is through self-provisioning their own facilities that competitive LECs will have a greater ability to serve all classes of customers.[40]

Other FCC orders emphasize facilities-based competition by CLECs as an important means of bringing competition to the local telecommunications market. In its August 8, 2001 Collocation Remand Order, the FCC stated that "[t]hrough its experience over the last five years in implementing the 1996 Act, the [FCC] has learned that only by encouraging competitive LECs to build their own facilities or migrate toward facilities-based entry will real and long-lasting competition take root in the local market."[41] According to the FCC, "the greatest long-term benefits to consumers will arise out of competition by entities using their own facilities."[42] In addition, the FCC states that "[b]ecause facilities-based competitors are less dependent than other new entrants on the incumbents'

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39 *Id.* ¶ 104.

40 *Id.* ¶ 134.

41 Fourth Report and Order, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 01-204 ¶ 4 (Aug. 8, 2001).

42 First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 96-98, and Fourth Report and Order and Memorandum Opinion and Order in CC Docket No. 98-57, *In the Matter of Promotion of*

networks, they have the greatest ability and incentive to offer innovative technologies and service options to the consumers."[43] Thus, whereas the Act and the FCC encourage CLECs to construct their own networks, AT&T's demand that Qwest construct loops for it discourages facilities-based competition by eliminating any incentive that CLECs construct their own competing networks.

As Mr. Antonuk determined in his ruling in the Multi-state proceeding, Qwest is under no obligation to build for CLECs when there are no facilities available. The CLECs have legitimate options available to them of building for themselves, paying others to build for them, or to utilize Qwest to build for them under the special construction provisions of the SGAT and KMC agreement. Interestingly, Mr. Wilson does not address any of Mr. Antonuk' s arguments in his affidavit.

Therefore, Qwest believes that its build policy is reasonable. Mr. Antonuk's well-reasoned approach and analysis highlights the fact that the current SGAT and KMC agreement provisions on this issue are appropriate and meet all aspects of the FCC's 271 requirements.

## I. ACCESS TO LOOPS USING IDLC

In the KMC interconnection agreement and the SGAT section 9.2.2.2, Qwest makes a legally binding agreement to unbundle facilities that are

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*Competitive Networks in Local Telecommunications Markets*, WT Docket No. 99-217, CC Docket Nos. 96-98, 88-57, FCC 00-366, ¶ 4 (rel. Oct. 25, 2000).

provisioned utilizing integrated digital loop carrier systems when technically feasible to do so. As Mr. Wilson acknowledges, Exhibit JML-Loop 10 of my affidavit, filed on October 24, 2001, displayed the engineering decision process for unbundling of IDLC. During the course of the unbundled loop workshops in other states, Qwest has agreed to modify the SGAT language to accommodate CLEC requests for additional SGAT language. Specifically, Qwest agreed to add section 9.2.2.2.1:

> 9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

This provision is included in the South Dakota SGAT and also appears in the KMC agreement. Qwest also would agree to add this language to a CLEC's interconnection agreement if the CLEC requests it. In South Dakota, approximately 6% of the total number of lines in service are served by IDLC. As stated in my October 24, 2001 affidavit, Qwest has created a dedicated team within the Quality Coordination and Control Center, QCCC, to manage

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[43] *Id.*

coordinated installation involving IDLC facilities. For first quarter 2002, 100% of the coordinated installations that involved IDLC were performed on time.

AT&T has agreed to close this issue because of additional SGAT language in Section 9.2.2.2.1 and because Qwest has developed new processes and agreements in handling IDLC loops. AT&T does want it understood that Qwest is obligated to provision loops served by IDLC. Qwest agrees with this obligation and believes that the SGAT language mandates that Qwest adhere to provisioning of loops which are served via IDLC and the performance data demonstrates Qwest's commitment. This issue should be closed.

### m. REDESIGNATION OF INTEROFFICE FACILITIES

This issue focuses on the redesignation of interoffice facilities (IOF) when Qwest's exchange facilities in that area are at exhaust. By way of background, the IOF fiber is normally at the center of the cable sheath and has to be continuously spliced in an inside concealed compartment or "waffle case" to the next central office or exchange. Therefore, it is not available for redesignation.[44] Meanwhile, exchange fiber is spliced on the outside of the waffle case, drops off,

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[44] Washington July 11, 2001 Workshop 4 Tr. at 4407, 4413.

tapers down and is peeled off in manholes between central offices and is not part of the contiguous fibers that go from one central office to another.[45]

AT&T did not raise this issue in the Multi-state workshops, although it has raised the issue elsewhere. Although there is no 271 obligation to redesignate IOF, and most state commissions have refused to impose this requirement, Qwest is willing to make this concession in South Dakota and redesignate IOF when exchange facilities are at exhaust. Conversely, if necessary Qwest will also investigate the redesignation of exchange facilities to IOF, when the IOF is at exhaust. With this concession, Qwest believes that this issue should be considered closed.

## IV. ACCESS TO LINE SPLITTING

### a. OWNERSHIP OF AND ACCESS TO SPLITTERS

AT&T has requested that Qwest be required to provide line at a time access to the POTS splitters. As described in the line sharing testimony of Karen Stewart, the FCC has decided this issue in Qwest's favor, not once but twice. As a result, all 12-state commissions to consider this issue have resolved the issue in favor of Qwest. Moreover, Qwest's current splitters are not designed for line at a time access, and there is no economic reason that a CLEC cannot provide the splitters for itself. Dr. Griffing agrees with Mr. Antonuk's recommendation and

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[45] *See* May 25, 2001 Colorado Tr. at 110-14 (discussing identical issue in the Colorado loop workshops).

Qwest' s position, that Qwest not be required to provide the POTS splitters for use by CLECs. As pointed out in the Multi-state report, and as noted by Mr. Griffing: "...nor is there evidence to support a conclusion that CLEC installation of splitters would impose distance, cable length, or central-office space problems that could be avoided by having Qwest perform the installations."[46] This issue applies to both line sharing and line splitting and is addressed fully in Ms. Karen Stewart's Emerging Services, Line Sharing affidavit.

**b. TYING QWEST DATA SERVICE AND VOICE SERVICE**

This issue focuses on the continuation of Qwest DSL service, when the end user elects to change its voice provider to a CLEC. The FCC has very clearly stated in numerous 271 rulings that the ILECs are not required under 271 rules to offer retail DSL service as part of any wholesale agreement. As the FCC noted in its Advanced Services Order released January 19, 2001:

> "We deny, however, AT&T's request that the Commission clarify that incumbent LECs must continue to provide xDSL services in the event customers choose to obtain voice service from a competing carrier on the same line because we find that the *Line Sharing Order contained no such requirement.*"[47]

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[46] Direct Testimony of Marion Griffing, Ph.D., on behalf of the Staff of the Public Utilities Commission of South Dakota, in Docket TC01-165, filed March 18, 2002, page 53.

[47] FCC Line Sharing Order, Docket No. 98-147/ 96-98, issued January 19, 2001, @ para.16.

Although Qwest is under no 271 legal obligation to provide Qwest DSL to the CLEC, it has voluntarily done so.

To frame this discussion it is important to know that the Qwest DSL product is structured to ride on an existing Qwest voice service. The entire ordering, provisioning, billing and repair processes hinge on the linkage to a Qwest switched voice service.

To help understand this issue I will first summarize the various types of splitting arrangements Qwest provides and potential linkages to Qwest DSL:

- Line Sharing –Qwest retail voice and CLEC data. By definition Line Sharing is CLEC data, and therefore this is not a candidate for the continuation of Qwest DSL.
- Line Splitting – UNE-P voice and CLEC data. Again by definition, Line Splitting is CLEC data; therefore this is not a candidate for the continuation of Qwest DSL.
- UNE-P voice with a Qwest DSL option – Qwest will provide CLECs with Qwest retail DSL as an optional UNE-P feature. This offering is memorialized in the SGAT and the KCM's interconnection agreement in Section 9.23.3.11.7
- Resale voice and Resale DSL – Qwest will provide CLECs with the ability to purchase a resale voice and data package.

- Loop Splitting – the CLEC leases the entire unbundled loop, both the high and low frequency. Due to the CLEC "controlling" the entire loop, this is not a candidate for the continuation of Qwest DSL. The CLEC can then find a DSL provider of its choice or provide the underlying DSL for itself.

There has been some confusion regarding the provisioning of Qwest DSL over a CLEC unbundled loop. Exhibit JML-Loop-5 is a copy of a supplemental filing prepared by Qwest witness, Ms. Mary Lafave for the state of Arizona. In this document Ms. Lafave outlines the problems associated with the provisioning of Qwest DSL on a CLEC loop. As previously mentioned all of the Qwest ordering, provisioning, billing and repair functions for Qwest DSL are based an existing voice line with a telephone number. An unbundled loop does not have a telephone number, nor is it a Qwest switched service. Ms. Lafave's document explains all of the system changes that would be necessary to support this offering. Qwest made Loop Splitting available to the CLECs on August 3, 2001. To date no CLEC in any of the 14-state Qwest region has ordered loop splitting. Qwest made the necessary investments to build the IMA ordering requirements, expand the provisioning systems to accept this new offering, enhance the billing system and train its employees on this offering, yet 8 months later not a single CLEC has purchased the service. Loop Splitting would form the base CLEC product, if Qwest was ordered to provide Qwest DSL over an unbundled loop.

Qwest does not believe it would be a good use of resources to build this very expensive offering, especially at a time when no CLECs are purchasing the base product.

Dr. Griffing representing Staff advocates that the South Dakota Commission at a minimum should adopt Mr. Antonuk' s recommendation. Qwest has agreed to continue to provide this service or offer it to a new customer as requested when the voice service is provided through a Qwest switch, namely UNE-P or Resale. Mr. Antonuk did not recommend that Qwest continue to provision Qwest DSL in conjunction with Loop Splitting. Qwest agreed to accept Mr. Antonuk's recommendation and made Qwest DSL available to UNE-P voice providers. However, Qwest does oppose Mr. Griffin's recommendation, that requires Qwest provide a retail stand-alone DSL offering. The Qwest DSL retail offering is based on a Qwest switched voice service. The Qwest retail tariff mandates the use of Qwest voice as well. Qwest should have the freedom to design its advanced service offering – an offering with a plethora of competitive options. Moreover, no CLECs are purchasing Loop Splitting and the implementation of stand-alone DSL is estimated to exceed $4M. This is not a good use of Qwest's limited resources and should not be done at this time for a zero demand product.

## c. LINE SPLITTING AVAILABILITY

Qwest has developed full SGAT sections that delineate its responsibilities for both Line Splitting and Loop Splitting (SGAT Sections 9.21 and 9.24 respectively.) These are in full compliance with the determination made by Mr. Antonuk in the Multi-state workshops and actually go beyond the requirements delineated by the FCC.

During the Multi-state proceedings it was determined that Qwest would make EEL splitting available when it was requested to do so, but at this point in time, there was inadequate demand to warrant a development of a product. Antonuk agreed with this recommendation. However, it is interesting to note that although AT&T has not delineated any need for EEL splitting in the "real" world, it continues to demand Qwest spend time and money to develop such a product.[48] As noted by Mr. Antonuk, there are only a limited number of requests for EELs in the entire 14-state region and none of those have been requested to have line splitting. Thus the demand for the product at this time, is zero. Obviously, it is inappropriate to spend time and money developing a standardized product for which there is no demand.

Moreover, Qwest expects that demand for this product will stay at zero. Line splitting and therefore EEL splitting is distance sensitive. As described in my October 24, 2001 affidavit, DSL can only traverse a loop of about 18,000

feet. An EEL is, by definition, serving an end-user customer in a different wire center. Thus, to provide DSL service the end user and the two end offices all must be within approximately a 3-mile radius. Based on these restrictions and the limited number of EELs in service, Qwest believes that the demand for EEL Splitting will remain very low. Thus, it is fully appropriate for Qwest to continue to offer EEL splitting on a SRP basis.

Recently Qwest received a Customer Request (CR) to introduce an additional form of splitting. The CLEC wanted to have resale voice with CLEC data. Again the FCC has not ordered this type of arrangement. Qwest investigated the feasibility of the request and agreed to implement the CR. Exhibit JML-LOOP-6 is a copy of Qwest response to the CR. In accordance with the Ordering and Billing Forum, OBF, the industry has agreed to refer to this arrangement as Line Partitioning. Exhibit JML-LOOP-7 is a copy of the proposed SGAT language, which will be incorporated as Section 9.25. Qwest believes that this is a prime example of Qwest's willingness to work with the CLECs and facilitate competition. A CLEC had a real request, that could be implemented with minimal impact and Qwest agreed to add the functionality. This is in stark contrast to AT&T's EEL Splitting request, a service that AT&T would probably never order nor for which it does not even have a practical application.

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[48] *Id.* at page 56.

Dr. Griffing concurred with Mr. Antonuk's recommendations with the provision that Qwest have adequate terms and conditions for loop splitting. Qwest has done so and would again refer to SGAT and KMC's Sections 9.21 and 9.24. With this addition, Qwest is in full compliance with the FCC's mandates for both line and loop splitting.

**d. LIABILITY FOR ACTIONS BY AN AGENT**

Originally, an issue arose between Qwest and the CLECs concerning an agent status in dealing with Qwest and how inappropriate actions by that agent should be handled. Although this was an issue in the Multi-state workshops, it was resolved with the language currently found in the SGAT Section 9.21.7 and 9.24.7 The only unresolved issue in the Multi-state proceeding dealt with third parties wrongfully obtaining passwords and other security information from the CLEC of record. Qwest argued and Mr. Antonuk agreed that the CLECs are fully responsible for misuse of information the CLEC provides to a third party. Qwest is responsible only if it is the party that released the inappropriate information and thus harmed the CLEC.

AT&T has apparently dropped this issue in South Dakota and Dr. Griffing has agreed with the recommendation by Mr. Antonuk.

## V. ACCESS TO NIDS

### a. NID DEFINITION AND MTE ACCESS

The primary issue identified in the Multi-state workshops was how to determine if Multi-tenant Terminal Equipment, MTE, is a NID, or a subloop access point. Although Mr. Antonuk agreed that the Qwest position better comports with the intent of the FCC rules, he still required Qwest to allow NID access based on individual circumstances to allow for flexibility of that interpretation. Notwithstanding that comment, the facilitator did not recommend any changes to the SGAT language. Mr. Griffing, in analyzing this issue, agreed to adopt the proposed resolution.

Nonetheless, AT&T asserts that Qwest should create a standardized process for all forms of NID access. This is unreasonable and unnecessary. Qwest has jointly developed a MTE Access Protocol that spells out how CLECs should access many such terminals and a procedure for how to work with Qwest to gain access to unusual terminals.

AT&T also argues that Qwest must make stand alone access to NIDs of all types available. Qwest is confused by this comment, as it does that. SGAT section 9.5.1 states: "...If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5...". Thus, even if Qwest owns facilities on either side of the NID and CLEC only want access to the NID itself (albeit a far fetched scenario,

but one that AT&T purportedly wants to have), CLEC can obtain such access through Section 9.5. Qwest believes that this should resolve this issue. The only access that CLECs cannot get through section 9.5 is access to a NID that also includes access to a loop or subloop element. The FCC has made plain that accessing subloops and loops authorize the CLEC to gain access to the NID as well. Thus, CLECs gain access to loops through section 9.2 (and the NID comes with), to subloops through section 9.3 (and the NID comes with), and to stand alone NIDs through section 9.5. This is more than adequate as is also spelled out in detail in the testimony of Ms. Karen Stewart as it relates to subloop unbundling.

**b. PROTECTOR CONNECTIONS**

AT&T wants the Commission to demand removal of Qwest wires from a protector if there is no space available on the protector for AT&T' s connection. The only evidence AT&T puts forth to support this strange recommendation is a 1969 Bell System practice. That Bell System Practice concerned situations when the NID is removed from the home altogether, thereby removing the protector field.[19] Thus, the only thing this policy stands for is what a technician should do when there is no protector field in which to ground the wire, i.e., how to make the best of a bad situation. However, when the NID remains in place –

[19] Exhibit 957

as would be the case here – AT&T's own Bell System Practice states "do not disconnect the outside drop at the customer building."[50] The Multi-state Facilitator used this very point to deny AT&T's request on this issue. The Colorado Hearing Commissioner did likewise. The South Dakota Commission should do likewise.

AT&T, in this docket, once again demands that Qwest remove its equipment from the protector if there is not enough space available. This is absolutely not required under the FCC guidelines. Qwest does not have any legal obligation to remove its wires and equipment from NIDs. As in other portions of 271 proceedings, Qwest has full rights to retain its existing network. In this case, that means keeping its NIDs intact. The FCC has allowed that an additional NID may be placed next to the existing NID to provide the CLEC access, and either the CLEC or Qwest may place that NID and its protector. If Qwest places it, there is a corresponding charge for the new NID.

The NID provides protection against voltage surges caused by lightning and inadvertent contact between commercial power cable and telephone cable.[51] Removing Qwest's distribution facilities from the protector field of the NID would violate electrical safety codes, which require surge protectors or over voltage

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[50] See Exhibit 957 at section 2.01 and Figure 2.

[51] Exhibit 5 Qwest 2, Supplemental Affidavit of Karen A. Stewart (July 21, 2000), at 119:21-120:2; Workshop 5 Tr. at 593:25-594:4.

protectors on communications conductors.[52] It would also create risks to the network and to employees working on the terminal.[53] The removal of the ground protection creates a potential fire hazard that could impact the network, the building and individuals in the building. CLECs should not be permitted to remove Qwest's wires from the protector field of the NID. The Commission should disregard AT&T's attempt to dust off a 30 plus year old Bell System practice and imply that some how it takes precedence over the current National Electrical Safety standards.

**c. CLEC USE OF QWEST'S NID PROTECTOR WITHOUT PAYMENT**

The final issue identified by Dr. Griffing and the Multi-state report dealt with an AT&T request that it shouldn't have to pay for protectors if it used its own protectors. First, I should point out that AT&T did not dispute Mr. Antonuk's findings in its brief submitted after the report came out. Second, AT&T did not raise the issue in Mr. Wilson's testimony. Therefore, it is Qwest' s belief that the

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[52] Workshop 5 Tr. at 622:5-17, 1231, 1418:11-18, 1419:6-11, 1431-33:10; Exhibit 5 Qwest 35, National Electrical Safety Code ("NESC"), §315 (protection required where communications apparatus is handled by other than qualified persons); Exhibit 5 Qwest 36, National Electric Code ("NEC") §800-30(a) ("[A] listed primary protector shall be provided on each circuit...located within the block containing the building served so as to be exposed to accidental contact with electric light or power conductors operating at over 300 volts to ground. In addition, where there exists a lightning exposure, each interbuilding circuit on a premises shall be protected by a listed primary protector at each end of the interbuilding circuit.")

[53] Workshop 5 Tr. at 1231-32.

findings that doing sub-NID unbundling is not a part of the requirements to unbundle a loop and should therefore not be adopted. Mr. Antonuk and Dr. Griffing agreed upon this position.

## VI. CONCLUSION OF TESTIMONY

The issues raised by intervenors should be resolved in Qwest's favor. For the reasons set forth above and in my original affidavit, the South Dakota Public Utilities Commission should recommend that Qwest complies with the requirements of checklist item 4.

BEFORE THE
PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

| | | |
|---|---|---|
| IN THE MATTER OF THE ANALYSIS INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C)- OF THE TELECOMMUNICATIONS ACT OF 1996 | ) ) ) ) | DOCKET TC 01-165 |

# QWEST CORPORATION'S

# REBUTTAL AFFIDAVIT
# EXHIBITS

# OF

# JEAN M. LISTON

## CHECKLIST ITEM 4 – UNBUNDLED LOOPS, LINE-SPLITTING AND NIDS

## APRIL 2, 2002

INDEX OF EXHIBITS

| DESCRIPTION | EXHIBIT NUMBER |
|---|---|
| Ms Anderson's Testimony | JML-LOOP-1 |
| IDLC Presence in Wire Center Raw Loop Data Tool | JML-LOOP-2 |
| Display of Spare Facilities | JML-LOOP-3 |
| Comparison of Verizon & Qwest Loop Make Up | JML-LOOP-4 |
| Ms Lafave's Supplemental Filing | JML-LOOP-5 |
| Line Partitioning CR Response | JML-LOOP-6 |
| Line Partitioning SGAT Language | JML-LOOP-7 |

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

Case No. USW-T-00-3

In the Matter of US WEST Communications, Inc.'s Motion for an Alternative Procedure to Manage the Section 271 Process.

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STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD

Docket No. INU-00-2

IN RE: US WEST COMMUNICATIONS, INC.

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DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

Docket No. D2000.5.70

IN THE MATTER OF the Investigation Into US West Communications, Inc.'s, Compliance with Section 271 of the Telecommunications Act of 1996.

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STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION
Case No. PU-314-97-193
US West Communications, Inc., Section 271 Compliance Investigation.

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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Docket NO. 00-049-08

In the Matter of the Application of US West Communications, Inc., for Approval of Compliance with 47 U.S.C. ss 271(d)(2)(B).

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BEFORE THE PUBLIC SERVICE COMMISSION OF WYOMING

Docket No. 70000-TA-00-599

In the Matter of the Application of US West Corporation Regarding 271 of the Federal Telecommunications Act of 1996, Wyoming's Participation in a Multi-State Section 271 Process, and Approval of Its Statement of Generally Available.

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BEFORE THE NEW MEXICO REGULATION COMMISSION

Utility Case No. 3269

IN THE MATTER OF Qwest Corporation's Section 271 Application and Motion for Alternative Procedure to Manage the Section 271 Process

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Pursuant to notice to all parties of interest, Seven-State Collaborative Process, General Terms and Conditions, Forecasting and BFR Process, was held at 8:35 a.m., June 5, 2001, at 7801 Orchard Road, Englewood, Colorado, before Facilitator John Antonuk.

APPEARANCES

(As noted in the transcript.)

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MS. EGBERT: Can you use your

microphones, because we can't hear back here.

MR. ANTONUK: We have three witnesses. Let's just go in order. First Denice, if you could state your name, position, and then Mike and John. Then we'll swear you all in together.

MS. ANDERSON: Denice Anderson. Is this turned on? Can you hear me? Is there a button on here? Can you hear me now? May take me a second.

(Discussion off the record.)

MS. ANDERSON: Okay. My name is Denice Anderson. I am employed with MTG Consulting, Maxum Telecommunications Group Consulting. We're the -- something just came in -- ROC project managers for the third-party OSS test.

MR. ANTONUK: Okay.

MR. WILLIAMS: Michael G. Williams, Qwest. Director of Wholesale Marketing Service performance.

MR. FINNEGAN: John Finnegan, AT&T. I am a senior policy witness.

MR. ANTONUK: Okay. Ms. Anderson, can you start by telling us how long you have been involved in the ROC processes that relate to the establishment of Qwest wholesale performance measures?



MS. ANDERSON: Well, MTG was selected by the ROC as its project manager in September of 1999, September 9th, I believe. And towards the end of the

[illegible] we had our first meeting with all of the parties to the 271 test. And from pretty much the very beginning, the parties realized that they needed to develop performance measure definitions and have them implemented for the test. So, pretty much from the get-go.

MR. ANTONUK: Can you tell us, administratively, how the ROC attacked the problem of establishing performance measures?

MS. ANDERSON: Well, initially, it was thought that we -- the ROC would participate in the Arizona effort, which was already exploring performance measures in the ROC territory. And very early on, in the October/November time frame, of 1999, excuse me, [illegible] represented the ROC at workshop -- collaborative workshops in Arizona dealing with performance measures. Several of them. At that point in time, even though there were two separate tests going on in Qwest territory, the Arizona folks and ROC folks were looking for ways they could cooperate and performance measures was thought to be one of those areas.

As it turned out, we were not able to



pursue that effort. There were three main reasons why. The first one was that a lot of the ROC parties felt that work that had been done in other jurisdictions, besides Arizona, should be looked at on a broad basis

for the performance measures. Now, Arizona had also looked at other things, but it was felt that the ROC should have a broader view of performance measures work previously done. The second reason was that MTG, who was observing the Arizona activities related to performance measures, was actually ex-communicated, I would like to refer to it, from the Arizona proceedings. And so, since the ROC project manager was not able -- our team wasn't able to observe the Arizona festivities, we couldn't really assess it for applicability for ROC and certify that we thought the process was one that the ROC would be inclined to use.

So, there was a third reason as well. Several of the CLECs that were participating in the ROC were not participating in Arizona, and so we had to have a separate one, anyway, to sort of bring all of those parties that were in the 13 states, other than Arizona, into a collaborative for performance measures. So we embarked on our own, late in 1999, our own performance measure collaborative.

MR. ANTONUK: I understand the ROC to be



basically an organization that consists of the state regulatory authorities who have jurisdiction over Qwest service. But I also understand that it was much more than regulators who participated in the process of

developing performance measures. Can you give us a brief discussion of who all participated in the process of exactly defining what measures would be adopted and what those measures would consist of?

MS. ANDERSON: Sure. It all started with a testing principles and scope workshop that we held in early December, the 2nd and 3rd, I think, of 1999, in St. Paul, Minnesota. And at that workshop, the idea was to set out all of the principles that would guide the OSS test for the entire beginning, middle, and end of the test. And so, coming out of that process, that workshop, we had 20 principles that we agreed upon. And three of those principles actually applied to performance measures.

And they are -- I have to look up my notes for this one. No. 5 -- which deals with the fact that CLECs, and it was U S West, but, of course, Qwest, should play an active role in developing performance measures and success criteria. And that they should be reasonably complete, by the start of the test. So, that kind of set the overall tone. Number 9, Principle



No. 9, talked about the test, including a thorough and well-documented independent assessment of the data collection and calculation processes. This is what we call the audit. So there would be an audit also completed. And then, Principle No. 17, which dealt

more with the success criterias. And it was agreed by the parties that the wholesale performance measures would be compared to analogue retail measures, wherever possible, and then where not possible, benchmarks of a fixed nature would be developed. And so those are the three that are, today, in the Master Test Plan, in Section 3, amongst other places, but you can find them there easily.

MR. ANTONUK: And can you estimate for us how many CLECs participated in the process of establishing the performance measures?

MS. ANDERSON: Even before this workshop, to some degree, this testing scope and principles workshop, because what we did was send out draft principles with the request for comment. And they submitted comments as appropriately, and we dealt with those comments in the first workshop. So, pretty much, from the beginning of the workshops, and prior to that, we did have quite a bit of discussion in our TAG calls, which is our Technical Advisory Group calls -- since



September/October, I guess, of 1999, we have had pretty much weekly TAG calls. And so, participation in Arizona was discussed in those TAG calls. Our denial of access was discussed in those. So, parties have been involved, pretty much, from the very beginning.

MR. ANTONUK: Okay. And when you began

the work to develop the measures, did you begin by addressing the issues of how you would proceed, what your administrative rules would be, how the ROC process would be governed? In other words, kind of what you did to sort of set up your administrative and governance way of proceeding before you began to develop the measures specifically.

MS. ANDERSON: Okay. In terms of governance, the overall governance processes for the ROC were pretty much established during the formative stages, when the ROC, particularly Commissioner Rowe and his folks, were approaching U S West at the time and they were agreeing; that there were letters back and forth, and that sort of thing. And then the ROC had made proposals on the governance, and those were pretty well generally accepted by the parties. So the governance process was all done somewhat upfront.

And the key elements are that there's a TAG, which is the major collaborative forum for the



ROC. And everybody can be a member of the TAG. Qwest is a member, the vendors are a member, the commission staffs, the CLECs, industry associations, consumer groups. So, that's the major collaborative forum.

Then there's the ROC project manager, which is the role that MTG performs. And then there's a steering committee, which is comprised of state staff

members from the 13 ROC states that are participating in this test. And then there's an executive committee, and the executive committee was originally five commissioners from the state. And I believe now it's been expanded to seven. And the governance process is the same whether -- pretty much whether it's the OSS test, or the MTP, or the PID development.

The parties receive, oftentimes, a proposal drafted by MTG. We frequently drafted processes as well as documents, particularly in the beginning, before we had the testing vendors on board. Then, the TAG participants would be given the opportunity, through usually a request for comments, to review and comment and suggest on the draft processes and documents. And then, eventually, as we worked through issues and things, the ROC steering committee would approve whatever the process or the document was.

We also have impasse processes



established if the parties cannot reach agreement. In that situation, the steering committee will be presented with an impasse summary, where the parties at issue state their positions, and it's all summarized, and then the steering committee reviews that and makes a determination. And we also have the opportunity to appeal that decision to the executive committee. The appeal process wasn't in the original governance. That

# CONTINUATION

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came along later, and there was a little dissatisfaction with how the appeal might work or was documented. And so that was all agreed upon and is available and incorporated, but that did come later. But the governance I just laid out was pretty much established from the beginning of the collaborative.

MR. ANTONUK: And can you give us your overall assessment of how routinely and thoroughly the participants in the process can kind of act in accord with those ways of proceeding, and, you know, raise objections that they had at the time they came up and followed the governance processes. Did you mostly see people following the rules or sort of not following the rules, I guess, is what I am asking.

MS. ANDERSON: The rules of governance or --

MR. ANTONUK: Yes.



MS. ANDERSON: Yes. Mostly everybody followed the -- you know, the ROC collaborative is a little more informal than, perhaps, this collaborative, or some of the others are. I hesitate to say it's a free-for-all. That's not the case, but anybody can say anything that want to. Anybody can put agenda items onto the TAG agenda. For example, if we go back to the testing scope and principles workshop, a request for comment was sent out on that with proposed principles.

And it was sort of a seed set of principles gleaned from the ROC objectives, from FCC letters and things, and in the spirit of the Telecommunication Act.

And we received eight sets of comments on those testing and scope principles. And at the workshop in December of 1999, 60 TAG members participated. So, it was, you know, fairly well-attended. When we started on the performance measures, which, again, was a proposed set of measures for consideration by the group, prepared by MTG, relying on our work done including Arizona and Texas, New York, California, those kind of previous jurisdictions that had dealt with it, we sent that out in late December, and we established, in January -- the first performance measure workshop was in January of 2000, January 19th to 21st. And approximately 50 TAG



members participated in the first workshop. In addition to that, we had regular TAG calls, as I have indicated. And oftentimes there would be agenda items related to whatever the important issues were, be it PIDs or other testing topics. So, it was and continues to be a fairly lively collaborative, if you will, of participation.

MR. ANTONUK: Can you discuss for us a little bit about how the intervals of OP-4 were set, what kind of information was generated? How that

information was used and the process by which you came to some decision about what intervals should be reflected in that particular measure?

MS. ANDERSON: Well, intervals associated with OP-4 were not really handled any differently than any other PID type of process. You know, I mentioned that we had the first workshop in January. At that workshop, we ended up scheduling some additional workshops and some tutorial calls to help bring all of the parties, CLECs as well as state staff and some Qwest folks up-to-speed on what the various performance measures were. And then we added a couple of additional workshops, and throughout all of these, the process that was followed was that there would be a proposed set of performance measures. We took them one



at a time, identified areas that we could reach agreement on, that all of the parties agreed. We identified areas at issue and we documented those issues. They were worked on an ongoing basis. Updated mostly weekly, but sometimes not weekly. It would depend on the next step in each issue resolution process. And OP-4 was handled in that fashion.

Now, OP-4 actually measures the actual interval. And so, you know, the way the intervals are established, to my understanding of OP-4, is the Standard Interval Guide is utilized, or if there are

interconnection contracts or terms in a contract that supersede those, those are used for specific CLECs, if that applies. And so the original due date is established using those either contract terms or the Standard Interval Guide. And then, with the principles that I mentioned, when we look at the success criteria for OP-4, the primary success criteria for OP-4 would be retail parity. In the discussions the parties came up with actually three types of success criteria in OP-4. By far, if you look at them, the majority are all retail parity with some kind of analogue retail. There was lots of discussion on what was appropriate, what was the appropriate analogues for all of the various service breakdowns -- product and service



breakdowns.

Then there were three that ended up being benchmarks for OP-3, and those were, I think, the analogue loop, two-wire nonloaded, and aDSL-qualified. And those originally were agreed -- there was a lot of back and forth. I think they started out maybe at ten, if I remember correctly. There was a lot of back and forth on those as well as what was appropriate for retail analogue, for some of the others.

And in the end, it was agreed, I believe in June, the June 8th TAG of 2000, Qwest made a proposal of six days for high density areas for those

three that I mentioned, and seven days for low density. And that was considered for the following week. And at the next TAG, on June 15th, that was agreed upon for those three kind of loops. So, it was six and seven days for high/low respectively. And that lasted until approximately, I think it was late November, November 30th, where there had been lots of concern expressed by the various commission staff, particularly commission staff that are in states that are all low density areas, and this concept of differing service levels for differing jurisdictions, or whatever. Anyway, there's a lot of concern expressed. In the end, Qwest proposed to change the low density seven-day benchmark for OP-4



to low density six days, to the same. So, there would be no difference between high and low density in terms of benchmarks for those three types. And to my knowledge, that is where it stands today.

There's also four diagnostics, I think, which are primarily new services, like dark fiber, line-sharing, and a couple of others, subloop unbundling.

MR. STEESE: EELs.

MS. ANDERSON: EELs. Just seeing if you were listening.

MR. ANTONUK: Okay. Okay. Those are the all the questions I have. Anybody from any of the

state commission staffs want to ask some questions before we allow other participants the opportunity? Apparently not. Any other --

MS. RILEY: Maryanne Riley from New Mexico advocacy staff. Has there recently been a change in the estimated completion date for the OSS tests?

MS. ANDERSON: Yes, there has been. At the last Wednesday project managers meeting, the final report date was changed from August 31st to October 12th.

MS. RILEY: Thanks.



MR. ANTONUK: Any other questions from any source? Mr. Finnegan.

MR. FINNEGAN: John Finnegan with AT&T. Did the TAG ever formally approve any of the specific Qwest standard intervals contained in the Qwest Service Interval Guide?

MS. ANDERSON: Not to my knowledge, other than these three specific ones that happen to be in the Standard Interval Guide, but were related to OP-4.

MR. FINNEGAN: Well, the --

MS. ANDERSON: Not that I know of any of.

MR. FINNEGAN: The OP-4-related numbers, would you characterize those as benchmark or standard intervals?

MS. ANDERSON: Well, in the PID application, they would be benchmarks. But I think, in this situation, they also happen to be the standard interval.

MR. FINNEGAN: Well, isn't it true that the benchmarks in the ROC PID is expressed as an average?

MS. ANDERSON: Yes. That's what OP-4 measures, the average installation.

MR. FINNEGAN: Is it true, then, that the standard interval is an average in the Qwest Standard



Interval Guide?

MS. ANDERSON: In the Standard Interval Guide?

MR. FINNEGAN: Yes.

MS. ANDERSON: I am not sure. I don't know the answer to that question. I would have to -- I think it would be the target standard interval applied to an order. Hopefully, the average would be near that. But is it actually an average in the Standard Interval Guide? I don't know.

MR. FINNEGAN: Would it be fair to characterize the standard intervals as aspiration?

MS. ANDERSON: Yes, I think so.

MR. FINNEGAN: And the benchmark, in terms of the ROC OSS test at least, the benchmark is

considered the pass-fail criteria, or one of the key pass-fail criteria for the particular services?

MS. ANDERSON: Yes, as applied to this, the pseudoCLEC in the OSS test.

MR. ANTONUK: John, I missed the first part of your question. What's the pass-fail criteria?

MR. FINNEGAN: The benchmark. That the standard intervals are aspirational, and there's no obligation for Qwest to meet the standard interval, per se. The benchmark is an average. It's an



absolute. You either make it or you don't. Stare and compare, it's been characterized.

MR. ANTONUK: Thanks. I am sorry. I just -- I missed your first part there. I got off on a totally different track. Thanks for bringing it back.

MR. FINNEGAN: In either the TAG discussions or the workshops on performance measurements, workshops related to the OSS test, did Qwest ever introduce their Standard Interval Guide and the specific Qwest standard intervals for TAG approval?

MS. ANDERSON: Not to my knowledge. I think I would remember that if it was done. I could follow-up and check on all my notes and things and check the Website, but I don't believe so.

MR. FINNEGAN: Do you believe that the ROC TAG controls the specific intervals in the Qwest

Service Interval Guide?

MS. ANDERSON: The ROC TAG?

MR. FINNEGAN: Yes.

MS. ANDERSON: I don't believe so, no; however, to the extent that there is something like these three loop types, where we -- there happens to be -- no, the parties couldn't agree on retail analogue in the PIDs. It's coincidental, I guess, that we also have an average interval shown as a benchmark.



MR. FINNEGAN: For the three loop --

MS. ANDERSON: If that changed, it would have to be updated in the PIDs.

MR. FINNEGAN: For the three loop types in question, analogue, two-wire -- the two-wire nonloaded and the aDSL qualified, if Qwest wanted to, say, shorten the standard intervals in the Service Interval Guide, would they be prohibited from doing that?

MS. ANDERSON: By whom?

MR. FINNEGAN: By ROC.

MS. ANDERSON: They weren't prohibited when they suggested doing it for low density and reducing from seven to six. I think that was embraced fairly eagerly, but there wasn't a prohibition.

MR. FINNEGAN: So, Qwest could change the standard interval without getting -- on those three

specific loop types, without getting specific TAG concurrence?

MS. ANDERSON: I believe so. I think it happened in one other case. I think retail DS1s went from, I don't know, five or six to nine or ten, something like that. And they just put out a letter. If I remember, Penny, wasn't that one you brought up?

MS. BEWICK: (Nodding in the



affirmative.)

MS. ANDERSON: So, Qwest has done that twice, that I know of. One case the interval was reduced, and the other case, it was increased, but because the increase was based on an increase for retail, and it was retail parity, you know, it was being increased to a longer interval.

MR. FINNEGAN: When Qwest put out the letter increasing the interval on the DS1, did they submit that change for TAG approval?

MS. ANDERSON: No. Penny Bewick from New Edge brought that to my attention, and we were to track down the copy. It was sent, if I remember correctly, from New Edge's account manager directly to New Edge. We found out about it and we did discuss it at the TAG. And that's when we had the explanation from Qwest, regarding the fact that they changed their retail. And so for this to be at parity, wholesale needed to change

as well.

MR. FINNEGAN: Would you say that the discussion was more so for informational purposes, and that the TAG didn't specifically approve the change in the standard interval from whatever it was, up to nine days?

MS. ANDERSON: It was informational only.



There was no approval asked or granted. If anything, there was grumbling.

MR. FINNEGAN: In your opinion, what would happen if the standard interval, through whatever means, got reduced for those three loop types in the Qwest Standard Interval Guide? In your opinion, what effect, if any, would that have on the ROC OSS test?

MS. ANDERSON: Well, now that you bring that up, I probably should mention, on November 30th, in the meeting minutes, where it was -- or was it November? Let me check my notes here.

MR. FINNEGAN: When you are checking, can you identify the year as well.

MS. ANDERSON: Yes, I will. There are so many years, so little time. Let's see.

MR. ANTONUK: Lot of November 30ths on this job?

MS. ANDERSON: Two. Okay. Back --

MR. FINNEGAN: Perhaps three.

MS. ANDERSON: Back to the June 15th TAG, June 15th of 2000 TAG. This is where we agreed on the benchmarks for OP-4. And they were the six and seven day respective for those three loop types proposed by Qwest on the 8th of June, 2000. It was agreed that once data was available in the second quarter of 2001,



intervals will be readjusted -- or will be adjusted, not readjusted. The intervals will be adjusted. So, I meant to mention that earlier. It appears, in the minutes, that we agreed that, at some point, there was some expectation that this would be revisited. That's a side issue to your question. Ask me your question again? I just forgot to mention that.

MR. FINNEGAN: I do believe I forgot my question. Can the reporter read it back?

(Whereupon the question was read back.)

MS. ANDERSON: It's a multi-parter, I think. If the Standard Interval Guide were changed, for those three loop types, then the PIDs would have to be updated for those, so that they reflected whatever the agreement was.

Now, in terms of the OSS test, we pretty much have set our benchmarks and our PIDs for all of the ones that are involved in testing. We're into the testing process now. So, unless something like that was changed in the very near future, I would say it

would have no bearing whatsoever, because, probably if it was changed -- I am just talking out loud here -- if it was changed, let's say tomorrow, you know, we already have our PIDs that have been set pretty much for the test. We're already taking measurements and



things. It would be -- it would probably be best not to change the intervals for the test, but that would create quite a clamor, and I am sure that, you know, we would have to have some debate about it. And it may end up going to impasse and be settled by the steering committee. I am just talking out loud because it's what -- nothing is quite as simple as --

MR. FINNEGAN: Can you explain the basis for your conclusion that if the aspirational standard intervals changes, that the average benchmarks in the PIDs would automatically have to change?

MS. ANDERSON: Well, because the CLECs would propose that. If they went down, if the intervals got shorter, I am sure that the parties would propose that the benchmarks be lowered to match.

MR. FINNEGAN: What if Qwest raised them?

MS. ANDERSON: Qwest would then argue that they should go up, probably.

MR. FINNEGAN: If a party wished to change the standard intervals, other than Qwest, would you -- in what forum do you believe that should occur?

Is that something where the benchmarks follow the standards intervals or the standard intervals follow the benchmarks?

MS. ANDERSON: I think it's never cut and



dry. It's never that simple. It's a little more symbiotic. I think, in general, the standard intervals are the standard intervals, and contract terms are contract terms. If something changes, they would be reflected in the PIDs. In the case of these few that we're talking about, it's hard to say. I don't know. My guess is they are separate and the PIDs would follow, but I am not positive.

MR. FINNEGAN: Are you aware that Qwest introduced a new -- I am not sure if it's a new service, but -- or an interval for existing service called, "quick loop," that appears to apply to analogue loops, that the standard interval for that is three days, I believe. Are you aware of that?

MS. ANDERSON: Yes. I have heard that term, and I am aware of it. I am not sure if there's restrictions on what would qualify for quick loop. I haven't investigated that.

MR. FINNEGAN: So, in your opinion, would that, based on your previous testimony, require an automatic reduction in the benchmarks for OP-4?

MS. ANDERSON: Is it a separate product

called "quick loop"?

MR. FINNEGAN: My opinion is it's a different interval for analogue loops, under certain



conditions.

MS. ANDERSON: It seems to me, if it is a different product or service, then it would have to be incorporated into the product service reporting and may or may not be considered in the benchmark. You know, for example, would it be -- is there a retail analogue that could be made to that? Maybe it would be a parity measure, wouldn't affect the benchmark at all, perhaps. I don't know.

MR. FINNEGAN: My understanding -- if my understanding is incorrect, I would request Qwest to please correct it. The quick loop product is identified as an unbundled loop.

MS. LISTON: We used the term "quick loop" to describe the shorter interval. It's not really a separate product, but rather -- it isn't an end-to-end loop. Rather, it is for a very specific set of circumstances for analogue loop. So if you have -- you're requesting an analogue loop, you are asking for basic installation, and it's already existing service, so it's a conversion from existing service, you can request a three-day interval for that particular scenario. So it's not a separate product. It's not a

separate service, but rather it's a, if you have these three conditions, namely analogue loop, basic



installation, and the conversion from existing service, without LNP, then you can have a shortened interval of three days.

MR. STEESE: Ms. Liston, let me ask you one more question. Can you have cooperative testing or coordination that goes along with that quick loop at this point?

MS. LISTON: No, you can't.

MR. FINNEGAN: So, it sounds like, in terms of how the benchmarks are identified -- in the ROC PIDs, even if benchmarks are identified, I think it's as simple as analogue loop. Benchmark is for analogue loop. Doesn't get into the issue of cooperative testing or existing facilities, or, I don't know, some of the other conditions that Qwest may have just mentioned. Given that benchmark just says analogue loop, what's your opinion on Qwest's introduction of the quick loop on the impact to the ROC benchmark for the OP-4 analogue loop?

MS. ANDERSON: Well, there's been no impact up to this point. No one has proposed that we review that in light of quick loop. So, there's been nothing known to date, and if someone were to make a proposal regarding the PID, because we do continue to

work on various PIDs -- we have got probably four PIDs



that are being discussed in various stages at this point. So, if you -- if somebody brings an issue to the TAG on a PID, then we would attempt to work our way through it, and there would be proposals and counterproposals. We would either agree or we would go to impasse, and it would be resolved. But to date, there's been none, no impact at all.

MR. STEESE: John, can I interject one question before you continue on this exact point. Denice, to the extent that the Standard Interval Guide sets forth an interval of three days for quick loop, and Qwest performs in four days, instead of three, as promised to the CLEC when they ordered the quick loop, on OP-3, for analogue unbundled loop, it would count as a miss, correct?

MS. ANDERSON: Correct.

MR. FINNEGAN: Can I follow-up on that?

MS. ANDERSON: Four day would be, I am sure, averaged into OP-4, because it was a four-day item rather than a three-day item.

MR. FINNEGAN: To follow-up on that question, to your knowledge, does the OP-3 commitments met benchmark measure Qwest's commitment to the standard interval?

MS. ANDERSON: I will have to look. All

my questions were on OP-4. Let me just --

MR. FINNEGAN: While you are looking, let me ask another question: Does the OP-3 PID say that Qwest always has to provide a commitment on the standard interval, except in cases where the CLEC asks for longer?

MS. ANDERSON: Well, the -- it wouldn't always be the standard interval, because if the CLEC has a contract term that's different than the Standard Interval Guide, wouldn't that apply?

MR. FINNEGAN: It may or may not. We'll ask that question too. Does the PID provide for that situation? In my understanding, the OP-3 is just a measure of Qwest's ability to meet commitments.

MS. ANDERSON: To be specific, it evaluates the extent to which Qwest installs services for customers by the scheduled due date.

MR. FINNEGAN: Is there anything in the PID that indicates how Qwest sets the scheduled due date? Back to Chuck's question, if the quick loop standard interval is three days, and Qwest provided a commitment date of four days, and made that commitment, wouldn't it be true they would, for the purpose of that order, meet the commitment?

MS. ANDERSON: It's based on original due

date. If the original due date was three days, and it's -- they didn't do it in four.

MR. FINNEGAN: What if the standard interval was three days, and Qwest gave a commitment date of four days, and they met four days, wouldn't it be true that that would be considered a commitment met?

MS. ANDERSON: If it was the original due date.

MR. FINNEGAN: There's no requirement --

MS. ANDERSON: Is my understanding.

MR. FINNEGAN: There's no understanding if a CLEC, in the PIDs at least, if a CLEC asks for the standard interval, that Qwest shall always provide the standard interval as a commitment? There's no requirement in the PID to say that when the CLEC asks for the standard interval, the commitment date shall always be the standard interval?

MS. ANDERSON: I think that's a true statement, but I would have to probably, if you really want an answer to that, would have to go through and look.

MR. STEESE: Mr. Finnegan, can Ms. Liston address that last question as well that you asked to Ms. Anderson?

MR. FINNEGAN: Sure.

MS. LISTON: The way that the process works is -- and it's a combination of issues. But in the Standard Interval Guide, or in the CLEC contract are the minimum requirements for due dates. So, Qwest would put forth -- the CLECs have the list of what the standard intervals are. When the LSR is issued, the CLEC has the option of either asking for the standard interval, the minimum -- the minimum length or a longer than standard interval. To the extent that the CLEC requests the minimum, the standard interval, that order would then carry that as the due date. That goes back to what Denice was referring to. It's an original due date. So, that would come in with the five-day interval, for analogue loop, or if it was -- it met the criteria for quick loop, with a three-day interval, if the CLEC wanted three-day interval. Once the CLEC put that due date on the LSR, if it's in conjunction with the Standard Interval Guide minimum due date, Qwest will not change that due date. That is the due date that's measured from, in terms of -- for the OP-3.

MR. FINNEGAN: If the standard interval, from a PID perspective, if the standard interval was five days, and the CLEC requested five days --

MS. LISTON: Right.

MR. FINNEGAN: Qwest provided a

commitment date of six days.

MS. LISTON: We don't do that. We don't change. There are no provisions where we take that and lengthen that interval.

MR. FINNEGAN: Can you point me to the PID language that says if the CLEC requests standard interval, CLEC will always get a commitment that is the standard interval? Or SGAT language. Can you point me to SGAT language that indicates, if the CLEC meets the conditions, that we would get a standard interval -- that the CLEC will get the standard interval.

MR. STEESE: John, it's throughout the SGAT. It says in the SGAT, if the CLEC requests -- name your product. It could be analogue loop -- they will get the interval set forth in Exhibit C, which is the SIG. So they will get three days, or they will get five days.

So it says it explicitly, in the contract, that's what Qwest will provide. In fact, that is the process that Qwest has very explicitly set forth.

MS. LUBAMERSKY: John, the choice that I believe was brought up in discussions of the PIDs, if, for some reason, Qwest can't make the five-day due date, we issue a jeopardy, we say we're not going to



make the five-day commitment, we count that as a miss

in OP-3, then attempt to make the new interval and reFOC that. That was discussed in making sure that, in OP-3, we provide the standard interval, or the longer, if requested. Anything other than that counts as a miss.

MR. ANTONUK: Let me tell you my recollection of what the PID says, with a little bit of help, and see if I am missing something. The term-of-art in OP-4 is, "due date" which is a term that's not defined in OP-4. At the end of the PIDs, there is a set of definitions. One thing that is defined is "standard interval." That definition is: "The interval that ILEC publishes as a guideline for establishing due dates for provisioning of service requests. Typically due dates will not be assigned intervals shorter than the standard. These intervals are specified by service type and type of service modifications requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines."

Another defined term, defined meaning included in the definition section, at the end of the PIDs, is due dates, which is defined as, "The date provided on the Firm Order Confirmation the ILEC sends the CLEC identifying the planned completion date for the order." That's all I found in the PIDs that's relevant to the questions that are being raised. Is anybody aware of any other PID provision that applies? I know we also have the SGAT to talk about.

MR. STEESE: I would direct -- I don't

have anything more on PIDs, but, in terms of what I was speaking to, specific to unbundled loops, if you look at Section 9.2.2.1, it says, and I quote, "Unbundled loops shall be provided in correspondence with Exhibit C." Exhibit C is the interval guide, and it sets forth the SIG intervals right in Exhibit C.

MS. DeCOOK: Chuck, it also says, reading on, "and performance metrics set forth in Section 20." And, to me, that creates an ambiguity, because you have got the Service Interval Guide that have different intervals than the benchmarks that, for example, on loop, that are set forth in the metrics. So, it's confusing to me as to what your obligation is, then.

MR. STEESE: It is Qwest's clear intention -- I will say it as clearly as we can. When you look at the interval, the interval is in Exhibit C. And it says here that we shall provision in correspondence with. So, not only are we going to provision according to the standard interval requested, if you want a 20-day interval, and we offered five, you certainly could get that. But, the average intervals, across the board, are going to be as defined in Section 20. And so, it gets both pieces. You look at individual loops, you look at the aggregate, and that is how it's intended to be read.



MS. LUBAMERSKY: Section 20 of the SGAT

is the PIDs, to make sure people know.

MR. STEESE: And eventually the Performance Assurance Plan as well, we expect.

MS. LISTON: I think one of the things we have had some discussion on in some other jurisdictions, one of the things we tend to kind of cross with is the difference between the standard interval, which is the interval for provisioning purposes, versus the benchmark, which is where we're going to measure, did we perform as expected. And that would be how the overall evaluation process will go for the performance measurement plans.

So -- but that benchmark was based on, in the case that we're talking about today, the benchmark was based on what the intervals were. So they're directly related. That we have to comply with the Standard Interval Guides if we want to achieve our benchmarks. So the two are intertwined, but the benchmark is not meant to be the interval. That's going to be how it will be measured against.

MR. FINNEGAN: I have got a couple more questions on that specific case. We had been talking about, before we digressed, it was the quick loop standard interval. So, to the extent that it does come



up in the TAG, would you agree that specific situation will be a case of the benchmark following a change in

the standard interval?

MS. ANDERSON: If the change was made for the benchmark, yes.

MR. FINNEGAN: You had referenced the ROC TAG meeting minutes from the conference call on June 15th, 2000, and read a portion of the meeting minutes on this specific issue. I would like to read the entirety of the meeting minutes on this issue, then ask a specific question to your interpretation of the one statement. This is Issue No. 109:.

"Agreement was reached on this issue and it is now closed. OP-3 will use 90 percent as the benchmark and OP-4 will use mid-range six day for high density, and seven day for low density, subject to changes in the interval guide."

Then the rest of the statement is the same as you had read:

"Once data is available in Q2, 2001, the intervals will be adjusted. This item will be open on the future discussion topic list.".

Now, that statement: Six day for high density and seven day for low density, subject to changes in the interval guide." What's your interpretation of what the phrase, "subject to changes in the interval guide" means with respect to the benchmarks?

MS. ANDERSON: I think the benchmarks -- I think the intervals in the interval guides for those loop types were higher prior to reaching an agreement



on this benchmark for the same three loops. And I think that's part of the back and forth that went on in

the -- a lot of the subteam discussions and the TAG discussions about resolving OP-3 and 4.

So, I think, in this particular case, the standard interval was one thing. And in order to close on the OP-3 and 4 measures, the parties reached a compromise which impacted the Standard Interval Guide. It's kind of the flip of the other example. That's my understanding. If the --

MS. LISTON: One of the other things that happened, that I think influenced the interval, is there was discussion regarding what the actual intervals were. And at one point in time, the two-wire nonloaded loops had intervals six, seven and eight days. And, of course, the benchmark was set at the seven-day mark. During the negotiations with the parties, those intervals were actually changed. And the two-wire nonloaded loop intervals changed to match the analogue loops of five, six and seven days. So, during the process of going back and forth, the actual intervals in the Standard Interval Guide were changed and then reflected the same as analogue loops.

MR. STEESE: That was as a direct relation to what occurred at the ROC?



MS. LISTON: That was my understanding.

MS. LUBAMERSKY: It was a compromise in order to get closure on six days. Qwest agreed to

change the Service Interval Guide. There wasn't an -- it had to be done because we made the compromise, but in order to get the CLEC agreement, we decreased the interval for all two-wire nonloaded loops.

MR. FINNEGAN: One more question. The last statement in the minutes talk about, "This item will be open on the future discussion topic list." Has that ever been discussed?

MS. ANDERSON: I think, if I remember correctly, that it talks about doing it after the second quarter of 2001, which is kind of where we're at right now.

MR. FINNEGAN: Final question. Do you think CLECs --

MS. ANDERSON: Here we are revisiting it, so we're right on schedule.

MR. FINNEGAN: Good segue. Do you believe the CLECs are precluded from talking about standard intervals in any forum, other than the ROC OSS test?

MS. ANDERSON: Do I believe the CLECs are precluded?



MR. FINNEGAN: Precluded from discussing the standard intervals for these three loop types in any forum other than the ROC OSS test?

MS. ANDERSON: No, I don't believe that.

MR. STEESE: Can I ask some questions now?

MS. ANDERSON: I don't think they are precluded from discussing it in the ROC OSS test either, by the way.

MR. STEESE: Ms. Anderson, Chuck Steese for Qwest. You said that the ROC workshops started sometime towards the latter part of 1999, correct?

MS. ANDERSON: Yes. December for performance measures or testing.

MR. STEESE: For performance measures, correct.

MS. ANDERSON: First performance measure was in January 19 through 21st.

MR. STEESE: Of what year?

MS. ANDERSON: 2000.

MR. STEESE: So, in early 2000. So, at that point, the FCC had already issued its order approving the Verizon New York 271 application, correct?

MS. ANDERSON: Yes.



MR. STEESE: And, in fact, the ROC workshops that went on in all of the -- the only ROC workshops I am going to talk about would be performance-related or performance-measure-related. ROC workshops were guided, in large part, with the

contents of that decision, weren't they?

MS. ANDERSON: I wouldn't say, "in large part." It -- certainly there was guidance and insight that came out of it, but it was kind of on its way prior to that, and a lot of work that had been done before, in New York and Texas and other venues, was considered in the performance -- California, which wasn't to that point yet.

MR. STEESE: True.

MS. ANDERSON: It was one of the factors considered, yes.

MR. STEESE: Every person there understood that negotiated performance standards were certainly something the FCC wanted, and that the FCC was specifically interested in, with respect to whether 271 was satisfied or not? Negotiated performance standards?

MS. ANDERSON: Yes. That was supported by the ROC.

MR. STEESE: When you look at those



standards for, excuse me, those PIDs for which a benchmark was set, as compared to retail parity for just a moment. Have the parties realized that the FCC had already said, if the benchmark is satisfied, by definition, a CLEC is -- has been given a meaningful opportunity to compete if, in fact, that PID was

developed during the course of a broad group like the 8271?

MS. ANDERSON: And what was the question exactly?

MR. STEESE: Sure. The question is, since New York was already out, the parties knew that if Qwest performed up to the OP-4 standard for loops, for example, that, by definition, the FCC would find they had been given a meaningful opportunity to compete, those "but" words they use all of the time.

MS. DeCOOK: I am going to object to the extent it calls for a legal conclusion.

MS. ANDERSON: I was going to say, I don't believe that I would be comfortable answering as to everyone else's understanding of this.

MR. STEESE: Let me ask it a different way, then. When the PIDs were developed, the CLECs certainly knew that if Qwest met those PIDs, the FCC would think that was enough. Fair enough?



MS. DeCOOK: I think that's the same problem in terms of speculation about what the CLECs knew and what they didn't know. I mean you can ask what the order says, but --

MR. STEESE: I am asking something very different. Was that the understanding of the people in the room, in your opinion, as one that's been

overseeing this process?

MS. DeCOOK: Same objection.

MR. ANTONUK: Yeah. I am going to allow the question, but remind you that you are not required to speculate. If you are not comfortable answering from your own knowledge, then "I don't know" is perfectly fine.

MS. ANDERSON: Well, I don't know the answer to that question, but I would like to say that I believe that all of the parties that were trying to determine benchmarks were trying to set benchmarks that would be -- of course, with compromise you can't always get what you want, or you don't ever get it done. But the whole intent was to get reasonable benchmarks that gave CLECs the opportunity to compete. Now, that was my understanding of what we were trying to do. I don't want to speak about everybody's motive or understanding outside of that, but that's certainly was what I was



trying to do.

MR. STEESE: Fair enough. Then with respect to setting of the benchmarks for OP-4, where the six days across the board was eventually set, was Qwest's Standard Interval Guide and the intervals Qwest provides loops, was that discussed during the course of setting those benchmarks?

MS. ANDERSON: Not specifically, like we

brought this, the Standard Interval Guide in and started going through it or anything. It was more as something that was being considered in setting the benchmarks because just for example, this is either 6 or 10 minutes, or whatever. We kind of, when we would talk through things, we kind of targeted that middle one, so you knew what you were talking about, otherwise you were -- you are talking about all of the different increments and it was difficult. By inference and reference they were discussed, but they were not, to my knowledge -- recollection or knowledge or notes, we had never brought the entire Standard Interval Guide in and sat down and went through it.

MR. STEESE: That's not what I was asking. What I am asking is when the interval -- the benchmark, excuse me, for OP-4 was set, was the interval that Quest offered loops, at that point was



that interval discussed in setting the benchmark? Not was the whole Standard Interval Guide brought in.

MS. ANDERSON: Yes, I am sure the, if I remember correctly, I don't have it in front of me, but I want to say it was 9 or 10 days originally and so, there was a lot of back and forth. Clay Deanhardt, who was with Quest at the time, was very interested and in that there was a subgroup that met. It was a lot of back and forth. So, it was definitely discussed.

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MR. STEESE: And on the retail parity side, you are moving away from the analogue aDSL compatible and two-wire nonloaded loop -- no. Just a moment. On the retail side, the expectation was the interval given to the CLEC or performance given the CLEC would be statistically the same; is that correct?

MS. ANDERSON: Do you mean statistically the same or do you mean the --

MR. STEESE: The same with statistical overlay.

MS. ANDERSON: Okay. Yeah, there was a lot of -- yeah, that was the expectation, although there was even compromise in that because, at first, Qwest proposed what they thought was the appropriate retail analogue for the wholesale types. And then we had a lot of discussion -- in some cases we even went



through and said, okay, how do you spend these ten days. And we looked at every engagement of work in the interval to get to the 10 days. And so there was a lot of back and forth on that, and some of the original proposed retail analogues were changed and eventually agreed upon.

And I should note one thing. In this process, there was never an impasse issue on either OP-3 or OP-4. We never reached impasse. Out of 50 PIDs, approximately, with, I would say, several 100

probably approaching 500 or 600 submeasures, we went to impasse three times, until last week when we went to impasse a fourth time. But, you can see, there was a lot of -- the reason I mentioned this, it's very relevant to all compromises. We talked about everything and a lot of times things were put on the table, taken off, and then they had a way of showing up again. So, I just mentioned that because the retail analogues, in particular, for OP-4 was back and forth, I would say, literally, for months. It was a champagne time when we agreed on that.

MR. STEESE: That's all of the questions I have, Mr. Antonuk.

MR. ANTONUK: Peggy Egbert.

MS. EGBERT: Could you please explain



what happens when there is an impasse? Is there a group -- a setting in which the team handles the impasse issues?

MS. ANDERSON: Sure. What happens in the proceeding generally, as we're taking mainly performance measures here, but it applies in other things related to the OSS test. As we go back and forth in trying to resolve issues that have been identified, OP-test of, if there's lots of proposals, compromise, back and forth, eventually we either resolved it or I started using the "impasse" word,

asking the parties, are we at impasse? We have to move this. We have talked about it too long. So, when we go to impasse, what happens is that the key parties involved in -- usually one of those is Qwest, in the three related to performance measures, Qwest is one party. And then whoever has been championing the other side frequently works with the CLECs or does their own position. But what I do is start an impasse document that summarizes the issue at high level. And I ask the parties to lay out their position. And we distribute this to the TAG and the steering committee. And the steering committee reviews it, discusses it on their regular steering committee call, and they make a determination as to what they think is the way for the



ROC to go forward.

For example, the three impasse issues we had, Issue 29 was whether or not to have a held order performance measure. In March of 2000, the steering committee determined that, yes, we should have one. Issue 19 went to impasse. That was on a benchmark for OP-13A. That one is hot cuts completed on time. In March of 2000, the steering committee decided that it should be 95 percent as the benchmark rather than 90 percent as a benchmark.

And the other issue, I might as well tell you, just so you have your education fully rounded on

impasse, was Issue 16. That had to do with two new order management performance measures that the CLECs were proposing and the steering committee considered that in July of 2000 and decided not to adopt those at this time. So, in all of the PID impasse situations, the steering committee was the highest level it went to. We did have one other issue having to do with another aspect of the OSS test that went to impasse. The steering committee ruled on it, and it was appealed to the executive committee. And the executive committee upheld the steering committee's determination. So, that's how it works.

MS. EGBERT: And once the parties have



reached an agreement or compromise, is there agreement by the parties to the compromise, or is it just a compromise? Is there any agreement between them?

MS. ANDERSON: Well, when it -- when agreement is reached, it's brought back into the TAG, usually on TAG calls, particularly for performance measures. And usually there's some documentation that has been sent out, either an E-mail or a marked-up PID or something. But, generally, I can't think of all of the times I have asked this question. I always say something along the lines of, is there anyone that objects to concurrence with this PID? And there's always that kind of pregnant silence when you wait, and

if someone objects, we deal with that. And if not, it's concurred in. So, there's an acknowledgment of an agreement. Now, is everybody happy with the compromise? No, but there's acknowledgment of the agreement.

MS. DeCOOK: I have a question, please. Becky DeCook from AT&T. I just want to be clear on what you believe was agreed to on the three types of loops -- the three categories of loops that the benchmark was established. It's fair to say, isn't it, that what was agreed to was an average benchmark which would signify whether Qwest passed or failed for that



particular PID. Is that what was agreed to?

MS. ANDERSON: Yes. That PID measure is average installation intervals. So, it was a benchmark for average, correct.

MS. DeCOOK: What wasn't agreed to is what particular service interval Qwest would be required to -- or a CLEC could put down on the LSR, and Qwest would commit to providing to the CLEC; is that fair?

MS. ANDERSON: Are you talking about for those three loop types?

MS. DeCOOK: Right. Have you seen the Service Interval Guide for those three loop types?

MS. ANDERSON: Yes.

MS. DeCOOK: Isn't it true, for those three loop types, there are shorter and longer service intervals than the PID benchmarks?

MS. ANDERSON: I don't know. I don't think so. At the same quantity of loops. I would have to look at that. Just a moment. Okay. Two-wire analogue. For 9 to 16 lines is six business days. They jive.

MS. DeCOOK: What about 1 to 8?

MS. ANDERSON: Well, 1 to 8 is five, but --



MS. DeCOOK: Right.

MS. ANDERSON: What my point was, if you remember, I mentioned the 9 to 16 when we were going through the compromise. And in all of the discussions and negotiations, we usually focussed in on the 9 to 16 to talk about things, until it got resolved. That's my only point.

MS. DeCOOK: I appreciate that. But there are, for different quantity of loops, there are different service intervals than the average PID that's reflected in OP-3?

MS. ANDERSON: Correct.

MS. LUBAMERSKY: I think it's important to remember the note that Ms. Anderson made, that the convention of the TAG was we did the mid-point range.

We all had lengthy discussions that there was five days for 1 to 8, six days for 9 to 16. And we captured six days in OP-4. But in no way did that discount the commitment as defined in the SIG of what a standard interval was, and in no way did it take anything away from Qwest's commitment to make the five-day interval for 1 to 8 loops, six days for 9 to 16, et cetera.

MR. FINNEGAN: John Finnegan. On that Issue 109 agreement, I think we can all agree that there was agreement on what the benchmarks should be



for those loop types. Would you say that agreement included an agreement on what the standard interval should be for those three loop types for all of the quantities of services ordered?

MS. ANDERSON: No. I think it pertained mainly to 9 to 16.

MR. FINNEGAN: So, are you saying that agreement was on what the benchmark should be, and what the standard interval should be for 9 to 16 loops of those various loop types?

MS. ANDERSON: I think it was a package deal. That's my understanding and recollection. Yeah. It was -- the group was setting benchmarks, but in this case, to get the benchmarks set, I believe Qwest had to agree to a shorter interval on 9 to 16, and they did, to be able to close. That's my understanding. And I

never heard anything any different from anyone else.

MR. FINNEGAN: If a party wanted to change to the 9-to-16 standard interval -- 9-to-16 loops standard interval, would it matter if it were in the ROC or in, say, in the unbundled loop workshop, in a future multi-state cooperative?

MS. ANDERSON: From my perspective, it would not matter. What would matter is if it was changed, and if someone brought to the ROC a proposal



to change something in the PIDs, we would need to deal with it the way we have dealt with other items related to the PIDs.

MR. ANTONUK: Any other questions?

MR. LaFRANCE: I'm David LaFrance from XO. I just have a question or two I would like to ask Ms. Anderson.

Inasmuch as XO did not have the resources to participate to any great degree in the development of the PID process, my question, Ms. Anderson, goes to how extensively performance measurement of special-access circuits was discussed during the PID development process; and why, in your judgment -- as that process winds down today, why are we left with no real performance measurement of special-access circuits?

MS. ANDERSON: If we don't have a performance measure of special-access circuits that meets your needs, it's because a collaborative of participating folks didn't think one was needed or didn't have emphasis there. You know, it -- we never

limited what -- as I -- as I kind of indicated, we didn't limit what kind of performance measures could be proposed.

We've currently got one that's gone to impasse on release -- software release quality. That's a recent item that has been proposed by parties. Qwest has declined to develop it at this time and is going to



impasse.

So my point is, I don't know the answer to your question; other than if it was important, it would have gotten covered. If it's not covered to your satisfaction, it's probably because the -- the participants were more interested in other areas.

MR. LaFRANCE: Is it -- let me ask you, presumably then the TAG or the ROC steering committee never really addressed this issue.

Is it -- is it too late at this point in time to -- to raise this specter of including standard preorder ordering and maintenance repair metrics for special access on of private line DS1s, DS3s.

MS. ANDERSON: Well, I -- I don't think it's too late in the -- going forward. It's too late for the ROC OSS test. You know, we're in the middle of testing.

Was that your -- your question?

MR. LaFRANCE: It was -- let me ask you

this: Is it reasonable in your judgment to assume that -- that Qwest has the infrastructure in place to measure and report standard performance metrics for special access?

MS. ANDERSON: Well --

MR. LaFRANCE: I mean, by virtue of all



the good work that was done in the ROC process?

MS. ANDERSON: You -- you probably could have some expectation of some ability to do that; but, you know, we're talking theoretical here.

Do you have a list of special access -- I hesitate to make blanket statements.

MR. LaFRANCE: I'm just talking about DS1, DS3, possibly OC-3 and 12 circuits purchased out of Qwest's tariff.

MS. ANDERSON: These are included in the PIDs.

MS. LUBAMERSKY: Perhaps a bit of clarification -- Nancy Lubamersky from Qwest.

There was a question around whether the performance measures covered services beyond unbundled loops, unbundled network elements resale and LIDs. And my understanding was there was agreement early on that that was the intent. We are here to talk about the requirements of 251 and UNE. So that is UNEs resale and LIDs.

MS. ANDERSON: I see the distinction.

MS. LUBAMERSKY: So we did include unbundled loop transport. At those speeds we do include LIDs, we do include EELs; but this is not the venue and my recollection of the ROC TAG discussions to



talk about tariffed services, access services, et cetera.

MS. ANDERSON: I'm sorry, I did not realize that what's what you were asking.

MR. LaFRANCE: Okay. So was there then any discussion during the PID development process about including special-access circuits purchased out of a Qwest tariff in the -- in the performance measures?

MS. ANDERSON: I think there was some boundary setting initially.

MS. LUBAMERSKY: Right.

MS. ANDERSON: But I don't believe we -- we did talk about ASRs. Those would frequently be ordered on an ASR if I'm not mistaken.

MR. LaFRANCE: That's correct.

MS. ANDERSON: We went through quite a bit of discussion with Electric Lightwave regarding the ASR process; and in the end -- actually I think they may have proposed a couple measures.

I didn't come here prepared to address this, so I'm a little vague, I realize; but in the end,

[redacted] we went through the process and there were [redacted] meetings and there was -- there were diagrams and [redacted] went through how they handled things, there was agreement not to include them -- perhaps reluctant



agreement, but there was no impasse on that issue either. So there was some boundary setting and some discussion but it was not pursued. It is not included.

MR. LaFRANCE: Thank you.

MS. ANDERSON: You're welcome.

MR. KOPTA: This is Greg Kopta.

I just wanted to follow up on a couple of things on the DS1 and DS3 loop measures: Is that a retail analog comparison as opposed to a benchmark measure?

MS. ANDERSON: Generally, I think -- are you talking about an OP-4?

MR. KOPTA: Yes.

MS. ANDERSON: Yeah, because the only three -- well, I'm pretty sure -- DS1 you are saying, yeah, retail.

MR. KOPTA: And what is the retail? Is that a state tariff private line, is that the retail analog, or what is the -- how do you get the retail number to compare with the DS1 loop number; do you know?

MS. ANDERSON: It would be the results

reported for Qwest retail for that same service type.

MR. KOPTA: So this is what Qwest provides in terms of a comparison on the retail side;



is that -- is my understanding correct?

MS. ANDERSON: Correct.

What was discussed in the collaborative was which ones apply, you know. And in some cases there isn't an obvious one, so you have to pick one to match up. And in other cases, there is none -- like FOCs, you can't have a retail parity on FOC.

MR. KOPTA: Right. And that's why I was asking, What is the retail service that is compared with a DS1 loop? And am I correct that that would be private line from the -- is it from the intrastate tariff?

MS. LISTON: This is Jean Liston from Qwest.

It is the DS1 private line. I don't know if it's intrastate or not, but it is the DS1 private -- private line retail service.

MR. KOPTA: Thanks. Those are my questions.

MR. ANTONUK: Thank you.

We're going to take a break; but let me -- we can go off the record now.

(Discussion off the record.)

MR. ANTONUK: We'll go back on the record for some brief additional questioning of Ms. Anderson



who we just can't bear to part with, apparently.

MR. GRIFFING: I'm Buster Griffing, working for the New Mexico Public Regulation Commission.

And, Denise, we would like you to summarize the discussion about a week ago about sample sizes and restarting the tests and the effect that had and whether or not that was a reduction in sample size of the test or something else.

MR. STEESE: Can I ask a question before she answers that?

How is that germane to the loop workshop issues, which is why we're here, something Mr. Griffing --

MR. GRIFFING: She's telling us about the OSS test and we're -- I just want to make sure that the sample size hasn't been changed in the test.

MR. ANTONUK: I -- that sounds like a fair question to raise certainly in the bodies that are set up to deal with the design and the conduct of the test, but I'm not sure -- I'm not sure whether it's fair to me to put Denise under the obligation to sort of be acting as the ROC test manager here to sort of deal with issues that are better handled in that forum.

25



If you can relate it to the loop workshop issues, that's fine; otherwise, I think I would rather let Denise do her OSS business in the OSS context. Not that its not a fair question, it sounds like an interesting one; it's just not one I'm seeing connected to what we're doing right now.

MR. GRIFFING: Okay.

MR. ANTONUK: Okay?

MS. ANDERSON: That was the easiest one.

MR. ANTONUK: We'll break now for 15 minutes and we can go off the record now.

(Discussion off the record.)



CERTIFICATE

KRISTY TURNER, JAMES L. MIDYETT, and HARRIET S. WEISENTHAL, Certified Shorthand Reporters in and for the State of Colorado, do hereby certify that we reported the foregoing proceedings in the first instance, and that later the same was reduced to typewritten form under our direct supervision and control; we further certify that the foregoing is a true and complete transcription of our stenographic notes then and there taken.

Dated _____, 2001.

KRISTY TURNER

JAMES L. MIDYETT

HARRIET S. WEISENTHAL
1580 Logan Street, OL2
Denver, Colorado 80203
(303) 894-2825

Docket No. TC01-165
Qwest Corporation
Exhibits of Jean M. Liston
Exhibit JML-LOOPS-1
April 2, 2002

Docket TC 01-165
Qwest Corporation
Exhibits to the Rebuttal Affidavit of Jean M. Liston
Checklist Item 4 - Unbundled Loop, NIDs and Line Splitting
Exhibit JML-LOOP-2
April 2, 2002

| FILE_CREATION_DATE | WIRE_CENTER_CLLI | TELEPHONE_NUMBER | F1_CABLE_NAME | F2_CABLE_NAME | F3_CABLE_NAME | F1_PAIR_NUMBER | F2_PAIR_NUMBER | F3_PAIR_NUMBER | F1_TERMINAL_ID |
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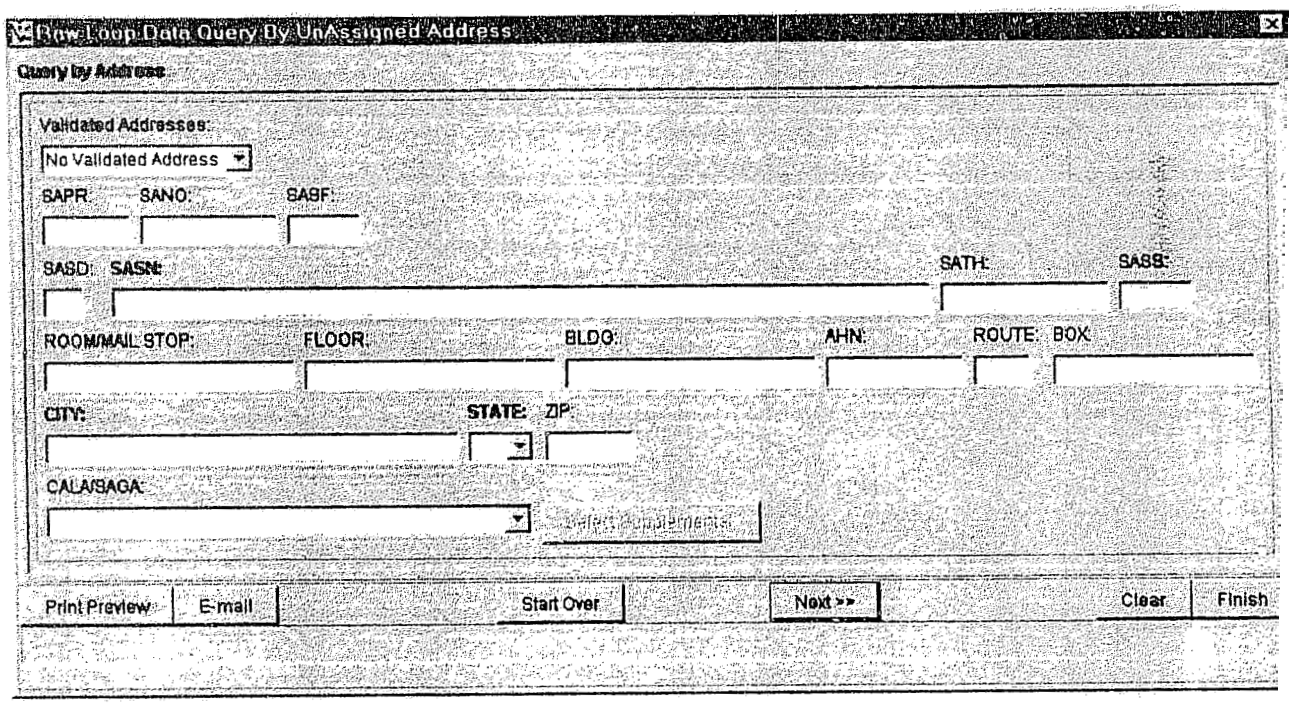
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| 248 CAPRICE CT | | 24NL 1.030KF 24NL 0.040KF |
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| 815 BOWSTRING RD | | 24NL 0.750KF |
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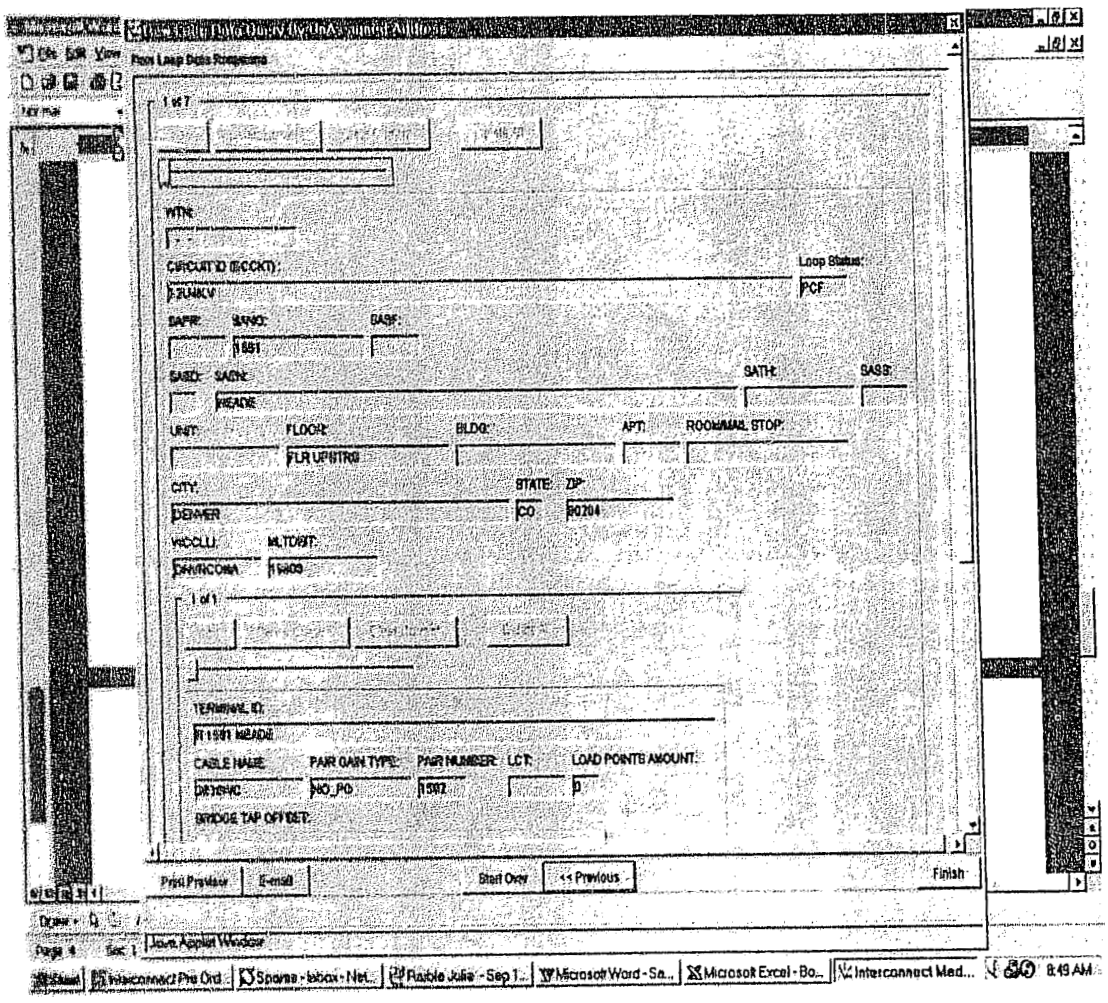
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| NO_PG | | 15635 | CANDLE CREEK DR | | | | | |
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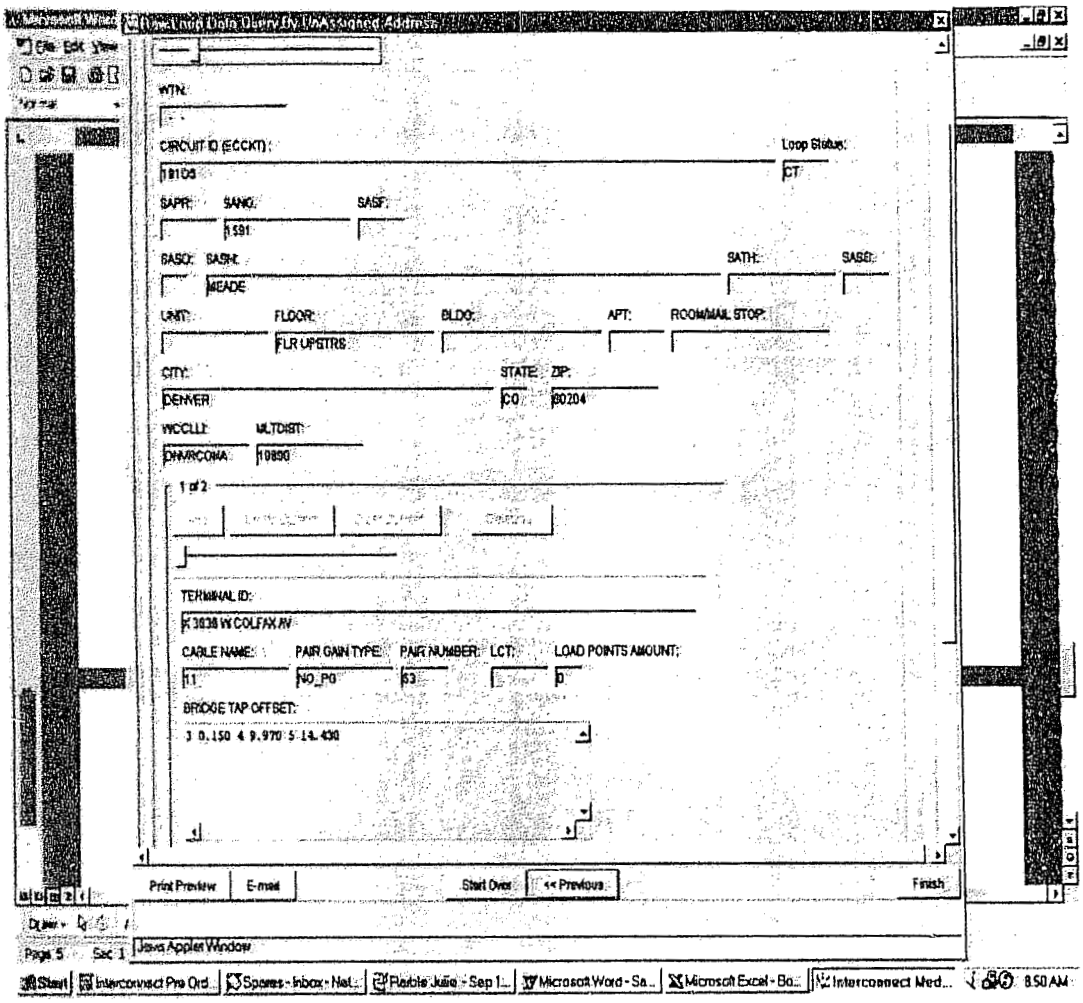
# Raw Loop Data Query By Unassigned Address



Raw Loop Data Unassigned By Address Response Screen



Raw Loop Data Unassigned By Address Response Screen



# Loop Make-up Comparisons
# Verizon vs Qwest Raw Loop Data

| **Verizon**[1] | **Qwest – Raw Loop Data** |
|---|---|
| | |
| Segment Length by Gauge | Segment Lengths by Gauge |
| Bridge Tap Location | Bridge Tap by Segment |
| Bridge Tap Length | Bridge Tap Offset |
| Loop Composition (copper / fiber) | Loop Composition by Segment |
| Existence of Digital Single Subscriber Carrier (DSSC) | Existence of Universal Digital Carrier (UDC)[3] |
| Existence of Load Coils | Existence of Load Coils by Segment |
| Load Coil Spacing | Existence of Load Coils by Segment[4] |
| Load Coil Quantity | Load Coil Quantity |
| Load Coil Type | Load Coil Type |
| Presence of DLC | Presence of DLC by segment |
| | MLT Distance |
| | Terminal Address by Segment |
| | Pair Gain Type |
| | Cable and Pair Number by Segment |

Notes:

1. Declaration of Kathleen McLean and Raymond Wierzbicki, Attachment 3, page 2.

# VERIFICATION OF MARY F. LAFAVE

## Supplemental Comments

In the Administrative Law Judge's Order in Docket No. T-00000A-97-0238, Section 271 – Emerging Services, Qwest was directed to file proposed SGAT language to address the provisioning of DSL to end users whose voice service is provided to them by a CLEC over a UNE loop. Further, by December 31, 2001, Qwest was directed to file a report with the Commission detailing what measures had been taken to address previously identified billing issues as well as the provision of DSL over a UNE loop.

Providing Qwest DSL to an end user whose voice is provided by a CLEC over a UNE loop would require modifications to all 29 of the systems that enable the ordering, provisioning and repair of Qwest DSL. A list of those systems is set forth on Exhibit A.

Today, the 29 systems used to order, provision and repair Qwest DSL are driven off telephone numbers of existing Qwest voice customers. In contrast, UNE-loops assigned to CLECs are given and tracked by circuit IDs. Accordingly, all the systems on the retail side of Qwest would have to be modified to enable DSL to be ordered, provisioned and repaired by keying off not just a telephone number, but also a circuit ID.

For example, when a sales consultant in the retail channel fields an inquiry about the availability of DSL for an existing Qwest voice customer, the sales

consultant first keys a working telephone number into the retail loop qualification tool. A response is generated to notify the sales consultant if that line qualifies for Qwest DSL.

Today, CLECs are able to search facilities by address or telephone number. Retail sales representatives, by contrast, only have the ability to search loop make up information by telephone number. For a sales consultant to process a Qwest DSL inquiry from a CLEC voice customer whose voice service is provided over a UNE loop, the retail loop qualification tool would have to be modified to enable a sales consultant to search by address or circuit ID. The Company has, in fact, explored modifying its Qwest DSL loop qualification tool to permit retail representatives to search by address. This upgrade alone would cost in excess of $4 million. In sharp contrast, the Company discussed similar upgrades to certain systems, including legacy systems, e.g., LFACS, with Telcordia. Telecordia said it could not support the necessary changes. Accordingly, Qwest cannot accurately determine the cost nor time necessary to upgrade the 29 systems.

**Exhibit A**

Systems Involved in the Ordering, Provisioning and Repair of Qwest DSL

1. Qcity
2. MegaWOT
3. SONAR
4. MAGIC
5. SOPAD
6. SOLAR
7. RSOLAR
8. QSERV
9. LQDB
10. Central CRIS
11. Western CRIS
12. Eastern CRIS
13. IOP
14. VEF/Innotrac
15. SOAC
16. SWITCH
17. LFACS
18. NSDB
19. LMOS/HOST
20. WFA/C
21. WFA/DO
22. WFA/DI
23. FOMS
24. PAWS
25. RTT
26. Delivery
27. Integrator
28. UMS
29. Poll/DSLAM

BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL
Chairman
JAMES M. IRVIN
Commissioner
MARC SPITZER
Commissioner

| | |
|---|---|
| IN THE MATTER OF | ) |
| QWEST CORPORATION'S | ) Docket No. T-000A-97-0238 |
| SECTION 271(c) APPLICATION | ) |
| | ) VERIFICATION OF |
| | ) MARY F. LA FAVE |
| | ) |
| STATE OF COLORADO | ) |
| | : SS |
| COUNTY OF DENVER | ) |

Mary F. La Fave, of lawful age being first duly sworn, deposes and states:

1. My name is Mary F. La Fave. I am a Senior Staff Advocate, Policy and Law for Qwest Corporation in Denver, Colorado.

2. I hereby swear and affirm that the statements and data contained in the attached supplemental comments are true and correct to the best of my knowledge and belief.

_____
Mary F. La Fave

SUBSCRIBED AND SWORN before me this ____ day of October, 2001.

_____
Notary Public

My Commission Expires:

_____

ride the light
Qwest.

March 4, 2002

Kirk Hundertmark
Twin Rivers Valley Telephone

CC: Cliff Dinwiddie
Peter Wirth

This letter is in response to CLEC Change Request Form #PC010202-02 dated December 19, 2001 – "Line Sharing on Resold Lines."

Qwest has received the request to provide "Line Sharing on Resold Lines." In the Ordering and Billing Forum ("OBF"), the industry has agreed to refer to this arrangement as "Line Partitioning."

After reviewing the request, Qwest has determined that it is able to support the request for Line Partitioning. Further, Qwest has initiated the product ideation and development process to prepare to deploy Line Partitioning during the 2nd quarter of 2002. Qwest will distribute the official Line Partitioning product announcement via this communications channel and in keeping with all Change Management requirements.

Sincerely,

Brett Fesler
Product Manager

## 9.25 Line Partitioning

### 9.25.1 Description

Line Partitioning provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing resale Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the resale Loop to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

### 9.25.2 Terms and Conditions

9.25.2.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.25.2.2 To order Line Partitioning, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.25.2.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC resale POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.25.2.4 There may be only one (1) DLEC at any given time that provides advanced data service on any given resale Loop.

9.25.2.5 The Customer of record will be able to request conditioning of the resale Loop. Qwest will perform requested conditioning of resale Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.25.2.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired

or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Partitioning, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.25.2.7 POTS Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

**9.25.3 Rate Elements**

The following Line Partitioning rate elements are contained in Exhibit A of this Agreement.

9.25.3.1 Recurring Rates for Line Partitioning.

9.25.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one for voice/data.

9.25.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the resale Loop.

9.25.3.2 Nonrecurring Rates for the Line Partitioning

9.25.3.2.1 Basic Installation Charge for Line Partitioning – A nonrecurring charge for each Line Partitioning installed will apply.

9.25.3.2.2 Charge for conditioning Loop associated with resale – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the resale Loop.

9.25.3.3 Non-Recurring Rates for Maintenance and Repair

9.25.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.25.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on an Individual Case Basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.25.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.25.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

**9.25.4 Ordering Process**

9.25.4.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop information tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific resale Loop.

9.25.4.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.25.4.3 Basic Installation "lift and lay" procedure will be used for all Line Partitioning orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.25.4.4 The Customer of record shall not place orders for Line Partitioning until all work necessary to provision Line Partitioning in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.25.4.5. If a Line Partitioning LSR is placed to change from Line Sharing to Line Partitioning or to change the voice provider in a Line Partitioning arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.25.4.6 The Customer of record shall submit the appropriate LSR's associated with establishing resale and Line Partitioning.

**9.25.5 Billing**

9.25.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer

sub-account information consistent with the samples available for CLEC/DLEC review.

9.25.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Line Partitioning rate elements.

**9.25.6 Repair and Maintenance**

9.25.6.1 Qwest will allow CLEC/DLEC to access Line Partitioning at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.25.6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over Line Partitioning. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Partitioning. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.25.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Line Partitioning and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for Line Partitioning.

9.25.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of a resale Loop for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service without authorization from the Customer of record.

9.25.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.25.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Line Partitioning in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Customer of record the TIC Charge.

9.25.6.3.4 When trouble reported by the Customer of record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of record on a case-by-case basis. The Customer of record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record.

9.25.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC/DLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.25.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Partitioning. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.25.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

**9.25.7 Customer of Record and Authorized Agents**

9.25.7.1 "Customer of record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Partitioning. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and x.xx.x.x to perform ordering and/or maintenance and repair functions.

9.25.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or maintenance and repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.25.8 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.