

October 10, 2006

Filed electronically and via overnight express mail

Public Utility Commission of Oregon
ATTN: Filing Center
550 Capitol Street NE, Suite 215
Salem, OR 97308-2148

Re: In the Matter of the Petition of Eschelon Telecom of Oregon, Inc. for Arbitration
with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal
Telecommunications Act of 1996
Docket No. _____ (new)

Dear Sir/Madam:

Enclosed for filing is an original and two copies of:

- Petition of Eschelon Telecom of Oregon, Inc. for Arbitration of Intercarrier Negotiations with Qwest Corporation under the Telecommunications Act of 1996.
- Exhibits to the Petition:
 1. Correspondence;
 2. Issues by Subject Matter List;
 3. Joint Issues Matrix;
 4. Proposed Interconnection Agreement; and
 5. Proposed Exhibits to Interconnection Agreement.

Also enclosed is a certificate of service. I have also enclosed an additional copy of the Petition and request that you date stamp its receipt and return it to me in the enclosed self-addressed, stamped envelope.

Sincerely,

Tobe L. Goldberg
Senior Legal Secretary
Eschelon Telecom, Inc.
612-436-6084 (direct)
612-436-6816 (department fax)

Enclosures

cc: Jason Topp (email and overnight express mail)

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

Docket No. _____ (new)

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

CERTIFICATE OF SERVICE

I hereby certify that the Petition of Eschelon Telecom of Oregon, Inc. for Arbitration of Intercarrier Negotiations with Qwest Corporation Under the Telecommunications Act of 1996, was filed electronically with and the original and two copies were sent via overnight mail on the 10th day of October, 2006 to:

Oregon Public Utility Commission
ATTN: Filing Center
550 Capitol Street N.E.
Suite 215
Salem, Oregon 97301-2551

and a true and correct copy was sent via email and overnight express mail to:

Jason Topp
Qwest Corporation
200 South Fifth Street
Room 395
Minneapolis, MN 55402
Jason.Topp@qwest.com

DATED this 10th day of October, 2006.

/s/ Tobe L. Goldberg
Tobe L. Goldberg

1 **BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON**

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8 In the Matter of the Petition of)
9 Eschelon Telecom of Oregon, Inc. for)
10 Arbitration with Qwest Corporation,) DOCKET NO. _____
11 Pursuant to 47 U.S.C. Section 252 of the)
12 Federal Telecommunications Act of 1996)
13 _____
14

15
16 **PETITION OF ESCHELON TELECOM OF OREGON, INC. FOR**
17 **ARBITRATION OF INTERCARRIER NEGOTIATIONS WITH QWEST**
18 **CORPORATION UNDER THE TELECOMMUNICATIONS ACT OF 1996**
19

20 Pursuant to 47 U.S.C. § 252 (b), Oregon Revised Statutes (ORS) Chapters 183
21 and 756 and Oregon Administrative Rule (OAR) 860-016-0030, Eschelon Telecom of
22 Oregon, Inc. (“Eschelon”) hereby requests that the Oregon Public Utility Commission
23 (“Commission”) arbitrate the unresolved issues in the interconnection agreement
24 negotiations between Eschelon and Qwest Corporation (“Qwest”) that have taken place
25 pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (“Federal
26 Act”).

27 In support of this Petition, and pursuant to OAR 860-016-0030, and 47 U.S.C.
28 §252, Eschelon provides the following information.

29 **I. IDENTIFICATION OF THE PARTIES’ AND THEIR COUNSEL**

30
31 Eschelon Telecom of Oregon, Inc. is a Minnesota corporation registered and
32 qualified to do business in the State of Oregon. Eschelon (formerly American Telephone
33 Technology, Inc. (ATTI) was granted a Certificate of Authority to provide
34 telecommunications services in Oregon pursuant to Order No. 98-477, entered on

1 November 20, 1998, and was certified as a competitive telecommunications provider in
2 Oregon on August 20, 1999 in Order No. 99-510. Eschelon is a facilities-based
3 competitive local exchange carrier (“CLEC”) providing local and resold long distance
4 telecommunications services in Oregon.

5 Eschelon’s address is:

6
7 Eschelon Telecom of Oregon, Inc.
8 730 2nd Avenue South, Suite 900
9 Minneapolis, MN 55402

10
11 Contacts related to this matter should be directed to:

12
13 Karen L. Clauson
14 Senior Director of Interconnection/Sr. Attorney
15 Eschelon Telecom of Oregon, Inc.
16 730 2nd Ave. South, Suite 900
17 Minneapolis, MN 55402
18 Telephone: 612.436.6026
19 Facsimile: 612.436.6816

20
21 Gregory Merz
22 Gray Plant Mooty
23 500 IDS Center
24 80 South Eighth Street
25 Minneapolis, MN 55402
26 Telephone: 612.632.3257
27 Facsimile: 612.632.4257
28 (request for admission pro hac vice pending)

29
30 Sarah K. Wallace
31 David, Wright, Tremaine
32 1300 SW Fifth Avenue, Suite 2300
33 Portland, OR 97201
34 Telephone 503.778.5249
35 Facsimile 503.778.5499

36
37 The Respondent, Qwest, is a Colorado corporation authorized to operate as a
38 telecommunications company providing local exchange and other services throughout the
39 state of Oregon. Qwest is an “incumbent local exchange carrier” in Oregon as that term

1 is defined in Section 251(h) and 252 of the Federal Act. Qwest is also a “Bell Operating
2 Company” or “BOC,” as that term is defined in Section 3(35) of the Act. 47 U.S.C. §
3 153(35).

4 Qwest’s address is:

5 Qwest Corporation
6 1801 California Street
7 Denver, CO 80202-1043
8

9 Upon information and belief, Eschelon states that counsel representing Qwest in
10 this matter is:

11 Jason D. Topp
12 Qwest Law Department
13 200 South Fifth Street, Room 395
14 Minneapolis, MN 55402
15 612.672.8905 (phone)
16 612.672.8911 (fax)
17

18
19 **II. JURISDICTION AND SUMMARY OF NEGOTIATION HISTORY**
20

21 The Commission has jurisdiction over this matter pursuant to 47 U.S.C. §252(3),
22 Oregon Revised Statutes (ORS) Chapters 183 and 756 and Oregon Administrative Rule
23 (OAR) 860-016-0030.

24 Eschelon entered into an interconnection agreement (“Agreement”) with Qwest
25 dated April 28, 2000, in Docket No. ARB 199-Adoption of ARB 3 Interconnection
26 Agreement. The Agreement provides that it is to remain in effect until September 11,
27 2000. The Parties agreed to continue to operate under the terms and conditions of the
28 existing Agreement until replaced with a successor Agreement.

29 The Parties are negotiating a six-state Agreement that, at conclusion, will result in
30 a state-specific Agreement for each state including Oregon. The negotiations began in

1 approximately 2001 but have not been continuous for the time period since
2 approximately 2001. Since May of 2004, a representative of the Minnesota Department
3 of Commerce (“the Department”) observed or participated in the sessions but did not
4 mediate. The multi-state negotiations went into hiatus on more than one occasion. For
5 between six months and a year, negotiations were not held while Qwest worked on its
6 multi-state arbitration template. Negotiations also lapsed due to TRO/TRRO
7 developments. When negotiations were in session, the parties held numerous telephone
8 conference calls, most frequently twice a week and lasting two hours per session. On a
9 number of occasions, Qwest and Eschelon mutually agreed to extend the effective
10 negotiation request dates to continue negotiations with the objective of trying to resolve
11 disputes when possible.

12 On October 27, 2005, Eschelon gave Qwest formal notice under Section 252 of
13 the Telecommunications Act of its intent to initiate interconnection agreement
14 negotiations in Arizona, Oregon and Utah (Exhibit 1). In connection with those
15 negotiations, Eschelon proposed using the same base document as was being used in the
16 negotiations that had been proceeding in Minnesota, Colorado, and Washington, and
17 modifying that document to makes such state-specific changes as may be necessary.

18 Eschelon and Qwest have agreed to extend the effective negotiation request dates
19 in order to continue negotiations with the objective of trying to resolve disputes where
20 possible.

21 Through extensive negotiations, the parties were able to resolve many issues. The
22 closed language does not represent the ideal of either side, but the parties did resolve
23 those issues. Eschelon has compromised on an abundant number of issues to help gain

1 that result.¹ The issues that remain are issues that are important to Eschelon's business
2 and its ability to compete meaningfully. Many of the terms and conditions on which
3 Eschelon seeks arbitration have a direct impact on Eschelon's Customers.

4 The parties have reached agreement on the overwhelming majority of the
5 provisions contained in an ICA that, including exhibits, is over 500 pages long.
6 Furthermore, the nature of the parties' business relationship is such that issues arise on an
7 almost daily basis and Eschelon has worked cooperatively with Qwest to resolve the vast
8 majority of these day-to-day business issues as well. The Commission can reasonably
9 infer that Eschelon – in winnowing from the large number of daily business issues the
10 relatively few and specific issues that remain – has focused on those remaining issues
11 because it has a compelling business need to do so. A Commission decision arbitrating
12 specific ICA language on these issues is critical and will help to avoid future disputes.

13 **III. DATE OF INITIAL REQUEST FOR NEGOTIATION AND 135 DAYS, 160**
14 **DAYS AND NINE MONTHS AFTER THAT DATE**

15
16 As noted above, Eschelon provided Qwest with formal notice of its intent to
17 initiate negotiations on October 27, 2005. (Exhibit 1) On a number of occasions,
18 Eschelon and Qwest agreed to extend the effective negotiation request dates to continue

¹ While the number of resolved issues far surpasses the number of unresolved issues, there are unresolved issues. The number of unresolved issues is similar to the number of disputed issues in the initial AT&T and MCI state ICA arbitrations with Qwest. While the more recent Qwest-AT&T ICA arbitrations had fewer issues, that arbitration followed literally *years* of 271 multi-state workshops in which many more disputed issues were resolved with the aid of commission staff participation and recommendations, independent monitors or consultants, and multiple carriers. Eschelon has negotiated a contract with Qwest of similar length and breadth without the benefit of such staff and independent monitor recommendations to assist in resolving issues before they reached the Commission in arbitration. And, the more recent Qwest-AT&T arbitration *preceded the TRO/TRRO*. In Washington, Verizon and CLECs arbitrated more than thirty issues with respect to a TRO/TRRO amendment only (without all the other terms under which the parties do business). Eschelon, a much smaller CLEC, has had to negotiate with Qwest over time through the various iterations of the TRO/TRRO rulings and attempt to resolve those issues and changes of law in negotiations, in addition to all of the other terms and conditions of interconnection in a full interconnection agreement (*i.e.*, not an amendment only).

1 negotiations with the objective of trying to resolve disputes where possible. Under their
2 most recent agreement regarding an extension, the parties agreed to an arbitration
3 window of April 17, 2006 (the 135th day) through May 12, 2006 (the 160th day). Under
4 the nine month timeline provided under the Telecommunications Act, all outstanding
5 issues are to be resolved no later than January 26, 2007. In light of the number of issues
6 to be resolved and the proceedings that are either already pending or soon will be
7 commenced in other states, Qwest and Eschelon have agreed to waive the nine month
8 deadline and to jointly propose a procedural schedule.

9 Eschelon's petition is, therefore, timely under the Telecommunications Act and
10 Eschelon requests that the Commission arbitrate all remaining unresolved issues.

11 **IV. PROPOSED ARBITRATION SCHEDULE**

12 In addition to this proceeding, the parties either have been, or will be, engaged in
13 ICA arbitration proceedings in Minnesota, Washington, Colorado, Utah, and Arizona. In
14 order to avoid scheduling conflicts and promote efficiency, Qwest and Eschelon have
15 agreed to jointly propose the following schedule, recognizing, of course, that this
16 proposal will be subject to modification as the Commission and/or Administrative Law
17 Judge may deem appropriate:

18	Eschelon's arbitration petition	October 10, 2006
19	Qwest's response	November 3, 2006
20	Simultaneous direct testimony	December 15, 2006
21	Simultaneous rebuttal testimony	March 26, 2007
22	Simultaneous surrebuttal testimony	April 10, 2007
23	Hearing	April 17 – April 27, 2007

1 **V. RELEVANT DOCUMENTATION REGARDING RESOLVED AND**
2 **UNRESOLVED ISSUES**

3
4 Eschelon’s Petition includes and incorporates by reference the following Exhibits:

5 Exhibit 1: Correspondence reflecting Eschelon’s request for arbitration
6 and last correspondence establishing the timeline for this arbitration under
7 Section 252 of the Federal Act;

8 Exhibit 2: Issues by Subject Matter List, which summarizes the disputed
9 issues by topic;

10 Exhibit 3: Joint Disputed Issues Matrix, which provides a brief narrative
11 describing the parties’ positions on the disputed issues and includes:

12 Appendix i, which is a list of acronyms used in the Petition and its
13 Exhibits;

14 Appendix ii, which is a list of relevant legal authority cited in the
15 Petition and in Eschelon’s position statements set forth in the
16 Disputed Issues Matrix;

17 Exhibit 4: Proposed Interconnection Agreement, showing resolved and
18 disputed issues;

19 Exhibit 5: Proposed Exhibits to the Interconnection Agreement.

20 **VI. RESOLVED ISSUES**

21 The format of Exhibits 4 and 5 is intended to help the reader readily distinguish
22 between resolved (closed) and unresolved/disputed (open) issues. The resolved issues are
23 shown in normal type (*i.e.*, black text --they are not redlined). In addition to red-lining
24 which indicates the closed and disputed issues, status lines (such as “OPEN – Eschelon
25 proposed; Qwest does not agree”) appear before unresolved language, to indicate which
26 party is proposing the redlined modifications. Exhibit A (Rates) to the Proposed
27 Interconnection Agreement has a slightly different format, because redlining is more
28 difficult in Excel. In Exhibit A, Qwest’s proposals are shown in red and Eschelon’s
29 proposals are shown in blue (with notes in the margin).

1 In some cases, entire paragraphs are closed except for a word or sentence. The
2 format of Exhibit 4 permits the reader to easily determine the disputed language without
3 having to perform a word by word comparison to discover that small change. The
4 redlining is intended to create efficiencies for all when identifying the areas of dispute.

5
6 **VII. UNRESOLVED ISSUES**

7 Exhibit 2 to this Response is a list of all of the open issues organized by topic (the
8 “Issues by Subject Matter List”). The Issues by Subject Matter List is a roadmap to all of
9 the open issues by Issue Number, ICA Section number, and grouping of issues by topic.
10 The Issues by Subject Matter List follows the same grouping and issue numbering as
11 found in the Disputed Issues Matrix, for ease of reference. In the Issues by Subject
12 Matter List and the Disputed Issues Matrix, the issues are generally discussed in the order
13 in which they appear in the proposed Interconnection Agreement (“ICA”). Generally, the
14 first number of the Issue Number refers to the Section number of the ICA. For example,
15 Issue 2-3 refers to contract language that appears in Section 2 of the ICA (entitled
16 “Interpretation and Construction”) and issue number three of the total open issues. There
17 are 52 Subject Matter groupings identified on the Issues by Subject Matter List. These
18 represent the topics covered by the open arbitration issues. Several of the Subject Matter
19 issues now appear as “Intentionally Left Blank.” These issues have been closed or
20 renumbered² prior to the filing of this Petition.

² Qwest and Eschelon will have ICA arbitrations in six states (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington). With this filing, all but the Utah arbitration petitions will have been filed. The companies are trying to use the same issue numbering, to the extent possible, from state to state. The first hearing is scheduled to begin in Minnesota on Monday, October 16, 2006.

1 In addition to the documentation that accompanies this Petition, Eschelon intends
2 to support its position with the filing of written testimony and other evidence. Eschelon
3 requests that the Commission permit it to file written direct, rebuttal, and surrebuttal
4 testimony in support of this Petition, consistent with the procedures established by the
5 Commission for arbitration proceedings under 47 U.S.C. § 252, as well as the procedural
6 schedule to be established.

7 The issues that Eschelon understands to be unresolved are identified in the
8 Disputed Issues Matrix (Exhibit 3), the Proposed Interconnection Agreement (Exhibit 4),
9 and Exhibits A, C, and I to the Proposed Agreement (Exhibit 5). Eschelon incorporates
10 by reference in this Petition the open issues and Eschelon’s proposed language, positions,
11 and cited legal authority with respect to those issues as set forth in Exhibits 3, 4, and 5 to
12 this Petition. To the extent Qwest asserts that any other provisions remain in dispute,
13 Eschelon reserves the right to present evidence and argument as to why those provisions
14 were considered closed and why they should be resolved in the manner shown in the
15 Proposed Interconnection Agreement.

16 **VIII. ARBITRATION**

17 **A. Standards for Commission Determination**

18 This arbitration must be resolved by the standards established in Sections 251 and
19 252 of the Act and the rules adopted by the Federal Communications Commission
20 (“FCC”).³ Section 252(c) of the Act requires a state commission resolving open issues
21 through arbitration to:

³ See 47 U.S.C. §§251 and 252; *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 13042 (1996) (“*First Report and Order*”); 47 C.F.R. § 51.5 *et*

1 (1) ensure that such resolution and conditions meet the requirements
2 of section 251 of this title, including the regulations prescribed by
3 the [FCC] pursuant to section 251 of this title; [and]
4

5 (2) establish any rates for interconnection, services, or network
6 elements according to subsection (d) of this section . . .⁴
7

8 The Commission is required to make an affirmative determination that the rates, terms
9 and conditions that it prescribes in the arbitration proceeding for interconnection are
10 consistent with the requirements of Sections 251(b) and (c) and Section 252(d) of the
11 Act.⁵ The Commission may also, under its own state law authority, impose additional
12 requirements pursuant to Section 252(e)(3) of the Act, as long as such requirements are
13 consistent with the Act and the FCC’s regulations.⁶

14 Section 251 of the Act provides the minimum standards for Qwest in negotiating
15 and providing interconnection to CLECs, including Eschelon. Under the Act, Qwest
16 must provide interconnection with CLECs that is at least equal in quality to that which
17 Qwest provides to itself and “on rates, terms and conditions that are just, reasonable, and
18 nondiscriminatory”⁷ This Section further requires that Qwest provide
19 nondiscriminatory access to UNEs at any technically feasible point, individually and in
20 combinations, at cost-based rates.⁸ Similarly, this Section requires that Qwest provide, at
21 rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical
22 collocation of equipment necessary for interconnection or access to UNEs at Qwest’s

seq.

⁴ 47 U.S.C. §252(c).

⁵ 47 U.S.C. § 252(d).

⁶ 47 U.S.C. §252(e); *First Report and Order*, ¶¶ 233, 244.

⁷ 47 U.S.C. § 251(c)(2).

⁸ 47 U.S.C. § 251(c)(3).

1 premises (except that Qwest may provide for virtual collocation if it can demonstrate to
2 the Commission that physical location is not practical for technical reasons or because of
3 space limitations).⁹

4 Section 252(d) of the Act sets forth the applicable pricing standards for
5 interconnection, network elements, and resale at wholesale rates of ILEC retail services.
6 Section 252(d) also sets the applicable pricing standard for transport and termination of
7 traffic.¹⁰ The FCC rules also recognize that the Commission may set rates in arbitration
8 and therefore impose a duty to produce in negotiations cost data relevant to setting rates
9 in arbitration.¹¹

10 Finally, the FCC has recognized that, subsequent to the grant of Qwest's 271
11 authority, this Commission continues to have an oversight role, stating:

12
13 Working in concert with the New Mexico, Oregon and
14 South Dakota Commissions, we intend to closely monitor
15 Qwest's post-approval compliance for these states. . . .

16
17 We are confident that cooperative state and federal
18 oversight and enforcement can address any backsliding that
19 may arise with respect to Qwest's entry into these three
20 states.¹²
21

⁹ 47 U.S.C. § 251(c)(6).

¹⁰ 47 U.S.C. § 252 (d).

¹¹ See 47 C.F.R. § 51.301(c)(8)(iii).

¹² Memorandum Opinion and Order, In the Matter of Application of Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in Oregon, WC Docket No. 03-194 (rel. Dec. 3, 2003) at ¶¶ 59-60.

1 **The Commission Has A Continuing Responsibility For Oversight**
2 **Over The Terms And Condition Of Interconnection Between Qwest**
3 **And CLECs**
4

5 For approximately two-thirds of the issues presented, Qwest has proposed
6 contract language and thus agrees with Eschelon that the Commission should arbitrate
7 specific contract language to address those issues. For the remaining disputed issues,
8 which concern primarily provisioning intervals or provisions of Section 12 of the ICA,
9 Eschelon has proposed contract terms that describe the parties' respective obligations and
10 Qwest has proposed that the term be eliminated altogether, often in favor of a reference to
11 Qwest's Product Catalog ("PCAT") that Qwest maintains on its website. For these
12 issues, Qwest offers no alternative language to describe its commitments; indeed, it offers
13 no commitments at all. Thus, rather than including specific terms and conditions in an
14 interconnection agreement over which the Commission exercises oversight, whose terms
15 cannot be changed unless the contract is amended by either mutual agreement or
16 arbitration, and which will be available for opt in by other CLECs, Qwest would relegate
17 those terms to its PCAT and, in some cases, to its Change Management Process
18 ("CMP").

19 For each provision that Eschelon advocates, Eschelon will present evidence of its
20 business reasons for including the provision in the ICA. In many cases, those business
21 reasons will relate directly to the service that Eschelon is able to provide to its Customers.
22 Qwest's argument is that Eschelon's business needs are irrelevant because the specific
23 provisions that Qwest has identified are somehow qualitatively different such that they
24 are not appropriate to be included in an ICA. Thus, Qwest would have the Commission
25 not consider the merits of Eschelon's proposals or the business purposes that those

1 proposals are intended to address. Ultimately, in order to fulfill its responsibility to
2 assure that the rates, terms and conditions of interconnection between Eschelon and
3 Qwest are just, reasonable and nondiscriminatory, the Commission will need to evaluate
4 the disputed provisions on their merits, rather than taking the short cut that Qwest urges.

5 **1. Qwest’s CMP and PCAT do not replace arbitrated**
6 **interconnection agreements.**
7

8 The Telecommunications Act requires that the Commission arbitrate
9 interconnection agreements whose terms and conditions are tailored to their particular
10 business needs. As the FCC has recognized, the Telecommunications Act vests the state
11 commissions with broad authority in establishing terms and conditions of
12 interconnection:

13 We expect that the states will implement the general nondiscriminatory
14 rules set forth herein by adopting, *inter alia*, specific rules determining the
15 timing in which incumbent LECs must provision certain elements, *and*
16 *any other specific conditions they deem necessary to provide new entrants,*
17 *including small competitors, with a meaningful opportunity to compete in*
18 *local exchange markets.*¹³
19

20 The interconnection agreement that contains the negotiated and arbitrated rates, terms and
21 conditions for interconnection, UNEs, and access to UNEs, is typically a lengthy, detailed
22 document. The Telecommunications Act envisions that the interconnection agreement
23 will be a “working document”¹⁴ containing “many and complicated” terms.¹⁵

¹³ *First Report and Order* at ¶ 310 (emphasis added); *see also US WEST Communications, Inc. v Hix*, 57 F. Supp. 2d 1112, 1119 (D. Colo. 1999).

¹⁴ *TCG Milwaukee, Inc. v. Public Services Comm’n of Wisconsin*, 980 F. Supp. 952, 999 (W.D. Wisc. 1997); *US WEST Communications, Inc. v Hix*, 57 F. Supp. 2d 1112, 1119 (D. Colo. 1999).

¹⁵ In the Matter of Qwest Communications International, Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), 17 FCC Red 19337 at ¶ 8 (rel. October 4, 2002) (“Qwest Declaratory Ruling”).

1 In the context of determining the types of agreements that are required under the
2 Telecommunications Act to be filed with state commissions, Qwest attempted to reduce
3 the interconnection agreement required by the Act to a glorified product and rate sheet.

4 The FCC, however, expressly rejected Qwest’s argument, stating:

5 We therefore disagree with Qwest that the content of interconnection
6 agreements should be limited to the schedule of itemized charges and
7 associated descriptions of the service to which the charges apply.
8 Considering the many and complicated terms of interconnection typically
9 established between an incumbent and competitive LEC, we do not
10 believe that section 252(a)(1) can be given the cramped reading that
11 Qwest proposes.¹⁶

12 The FCC has defined “interconnection agreement” broadly, to include “any
13 agreement that creates an ongoing obligation pertaining to resale, number portability,
14 dialing parity, access to rights-of-way, reciprocal compensation, interconnection,
15 unbundled network elements, or collocation.”¹⁷ The FCC placed no arbitrary limitation
16 on this definition for issues labeled as “process” issues.

17 The FCC has emphasized the continuing role of state commission review of
18 interconnection agreements, observing that “unlike the terms of an SGAT, web-posted
19 materials are not subject to state commission review, further undermining the
20 congressionally established mechanisms of section 252(e).”¹⁸ The FCC, which made this
21 ruling more than a year after Qwest implemented its CMP procedures, specifically said
22

¹⁶ Qwest Declaratory Ruling at ¶ 8.

¹⁷ *Covad-Qwest Arbitration Order* at 19 (emphasis in original); *see also* 42 U.S.C. § 252(e)(1); *see also In the Matter of Qwest Corporation Apparent Liability for Forfeiture*, FCC File No. EB-03-IH-0263, Notice of Apparent Liability for Forfeiture at ¶ 11 (rel. March 12, 2004) (“*Qwest Forfeiture Order*”).

¹⁸ Qwest Forfeiture Order at ¶ 32.

1 there is no “web-posting exception” to Section 252.¹⁹ Despite this regulatory regime and
2 related history, Qwest has argued in other states that approximately one-third of the
3 arbitration topics should be excluded from the publicly available interconnection
4 agreement because terms should be standard (providing “uniformity” for “multiple
5 CLECs”) or because the topic may conveniently be labeled a “process” issue. Instead of
6 including those terms in the ICA, Qwest urges that CMP is the only appropriate forum
7 where those issues may be addressed.

8 **a. Qwest’s “standardization” argument should be**
9 **rejected.**

10
11 Nothing in the Telecommunications Act requires that the terms and conditions of
12 an interconnection agreement be identical for all CLECs. To the contrary, the purpose
13 and structure of the Act reflect exactly the opposite: that an interconnection agreement
14 should be tailored to accommodate the specific needs of the CLEC that is a party to it, in
15 order to provide that CLEC with a “meaningful opportunity to compete.”

16 First, the Act requires that the ILEC engage in negotiations with any CLEC that
17 requests it and, when those negotiations do not result in a completed agreement, to
18 participate in arbitration. The Act does not provide for negotiations and arbitration
19 between the ILEC and the “CLEC community,” generally. It does not provide for state
20 commissions to conduct generic dockets in order to develop identical terms and
21 conditions for all CLECs. The Act does not limit the ILEC’s obligation to that of simply
22 filing a tariff that reflects terms and conditions of interconnection. Rather, it requires that
23 the ILEC negotiate in good faith with each individual CLEC that requests such
24 negotiations.

¹⁹ *Qwest Forfeiture Order* at ¶ 32 (emphasis added).

1 In the context of the requirement for in-region interLATA entry, the Act permits
2 the incumbent to satisfy those requirement, in part, by making available a commission-
3 approved “statement of the terms and conditions that the company generally offers to
4 provide such access and interconnection” (commonly referred to as a “Statement of
5 Generally Available Terms” or “SGAT”).²⁰ Had Congress intended that the
6 interconnection agreement be a “one size fits all” documents, it would have provided the
7 SGAT as the sole means by which terms and conditions of interconnection would be
8 made available by ILEC. That it did not do so shows that Congress recognized the need
9 for individual CLECs to be able to enter into agreements that are specific to their
10 particular competitive needs.

11 Although contrary to the position it has taken in this process, Qwest’s advocacy
12 before the FCC has recognized the need and appropriateness for specific, individualized
13 interconnection agreements that are tailored to a CLEC’s particular needs. On October
14 16, 2003, Qwest, in opposing the then current application of the FCC’s “pick and choose”
15 rule, filed extensive comments extolling the virtues of negotiated interconnection
16 agreements and the importance of the “...dynamic, innovative interconnection
17 negotiations intended by the Telecommunications Act of 1996.”²¹ Qwest recognized that:
18 “ILECs and CLECs have a fundamental interest in making the interconnection process as
19 cooperative and open as possible, since both parties benefit from well-negotiated and

²⁰ 47 U.S.C. § 271(c)(1)(B).

²¹ *Comments of Qwest Communications International Inc.*, CC Docket Nos. 01-338, 96-98, 98-147, October 16, 2003, page ii.

1 mutually beneficial wholesale arrangements.”²² Even more specific to the point here,

2 Qwest argued that:

3 [T]he pick-and-choose rule restricts the ILEC’s willingness to *tailor*
4 *negotiations and contracts to the specific needs of CLECs and their*
5 *business plans*. Further, the current rule does not realistically reflect the
6 ordinary trade-offs and give-and-take that characterize free negotiations,
7 in which an ILEC would ordinarily be willing to give up one term of a
8 contract in order to get another.²³

9
10 Finally, Qwest argued that, “The ability of carriers to negotiate binding agreements with
11 each other was a cornerstone of the Act.”²⁴

12 The ICA similarly recognizes that interconnection agreements are not intended to
13 be “one size fits all” and envisions that there will be differences between the terms and
14 conditions contained in the ICA and the terms published in Qwest’s PCAT. To that end,
15 agreed upon language in the ICA provides:

16 Unless otherwise specifically determined by the Commission, in cases of
17 conflict between the Agreement and Qwest’s Tariffs, PCAT, methods and
18 procedures, technical publications, policies, product notifications or other
19 Qwest documentation relating to Qwest’s or CLEC’s rights or obligations
20 under this Agreement, then the rates, terms and conditions of this
21 Agreement shall prevail.²⁵

22
23 The ICA further provides that “*Qwest agrees that CLEC shall not be held to the*
24 *requirements of the PCAT.*”²⁶

²² *Id.*, 3-4.

²³ *Id.*, 4 (emphasis added).

²⁴ *Id.*, 6.

²⁵ ICA, Section 2.3. Similar language appears in the SGAT, Section 2.3.

²⁶ ICA, Section 4 (definition of “Product Catalog”). This same language appears in the SGAT, Section 4.0.

1 The CMP document, too, makes room for substantive differences between
2 changes implemented through CMP and the terms and conditions of CLEC
3 interconnection agreements:

4 In cases of conflict between the changes implemented through this CMP
5 and any CLEC interconnection agreement (whether based on the Qwest
6 SGAT or not), the rates, terms and conditions of such interconnection
7 agreement shall prevail as between Qwest and the CLEC party to such
8 interconnection agreement. In addition, if changes implemented through
9 this CMP do not necessarily present a direct conflict with a CLEC
10 interconnection agreement, but would abridge or expand the rights of a
11 party to such agreement, the rates, terms and conditions of such
12 interconnection agreement shall prevail as between Qwest and the CLEC
13 party to such agreement.²⁷
14

15 These provisions of the ICA and the CMP document would be meaningless if the terms
16 and conditions of interconnection are required to be “standardized,” as Qwest claims.
17 They would instead provide that, in cases, of conflict, CMP controls to maintain
18 uniformity.

19 In its *WA Covad Arbitration Order*,²⁸ the Washington commission specifically
20 rejected Qwest’s argument that practices that resulted from Qwest’s Section 271
21 proceedings were required to be “uniform” in interconnection agreements that Qwest
22 enters into with individual CLECs:

23 While Qwest relies heavily on “consensus” reached in the Section 271
24 proceeding as a strong reason for retaining the 30-day period, that
25 argument does not apply to an arbitration proceeding. Parties engage in
26 arbitration to enter into an agreement tailored to the companies’ needs, not
27 to adopt a standard agreement. Covad is not bound to the 30 day payment

²⁷ CMP Document Section 1.0

²⁸ Arbitrator's Report and Decision, In The Matter Of The Petition For Arbitration Of Covad Communications Company, With Qwest Corporation, Pursuant To 47 U.S.C. Section 252(B) And The Triennial Review Order, WUTC Docket No. UT-043045, Order No. 04 (Nov. 2, 2004) (“WA Covad Arbitration Order”).

1 period simply because it was a party to the SGAT negotiations and
2 hearings.²⁹

3
4
5
6

b. Qwest’s “process” labeling argument should be rejected.

7 Qwest has also claimed in other states that language describing “process” is
8 inappropriate for inclusion in interconnection agreements. First, applying this standard, it
9 is unclear what Qwest would contend should be the interconnection agreement, beyond
10 descriptions of the products and rates. FCC, however, has unequivocally rejected the
11 notion that the terms of an interconnection agreement are properly limited to a “schedule
12 of itemized charges and associated descriptions of the service to which the charges
13 apply.”³⁰

14 Second, the proposed ICA is replete with agreed upon language that describes the
15 “manner in which something is accomplished” and could be described as a “process.” In
16 any event, to the extent that terms can be described as “processes” or “procedures,” the
17 FCC has said that processes and procedures are appropriate content for interconnection
18 agreements:

19 Individual incumbent LEC and competitive LEC arrangements governing
20 the *process and procedures* for obtaining access to an UNE to which a

²⁹ WA Covad Arbitration Order at note 16 to ¶100. Although the Commission rejected Covad’s 30-day proposal (which is not an issue in this case), it did so on other grounds. Similarly, the arbitrator in the recent Verizon arbitration case in Washington said:

The fact that there are differences in change of law provisions among various agreements is not discriminatory: It reflects the variations in negotiation and arbitration of terms in interconnection agreements. The interconnection agreements are filed with the Commission and available for review. CLECs have opted into a number of agreements, including the agreement originally arbitrated by MCI.

Washington State Utilities and Transportation Commission, Docket UT-043013, Order No. 17 Arbitrator’s Report and Decision dated July 8, 2005 at ¶79, (“Washington ALJ Report”), affirmed in relevant part in “Washington Order No. 18.”

³⁰ See Qwest Declaratory Ruling at ¶ 8.

1 competitive LEC is entitled, are more appropriately addressed in the
2 context of individual interconnection agreements pursuant to section 252
3 of the Act.³¹
4

5 There is no bright line between “interconnection agreement terms,” on the one hand, and
6 “processes,” on the other that will take the decision out of the hands of the Commission.
7 Labeling something as a “process” simply will not aid the Commission in determining
8 whether a provision should be included in the interconnection agreement. Rather, the
9 Commission must evaluate the disputed provisions on their merits and determine, with
10 respect to each, whether those terms should be contained in the interconnection
11 agreement, not based on some abstract and ambiguous standard, but based on the
12 evidence concerning the specific business needs that those provisions are intended to
13 address.

14 The Arizona Commission, in connection with Qwest’s Section 271 application,
15 rejected an attempt by Qwest to make what Qwest characterized as a “process change”
16 through CMP.³² Specifically, the Arizona Commission said:

17 Staff agrees with Eschelon with respect to the recently imposed
18 construction charges on CLECs for line conditioning. Staff is extremely
19 concerned that Qwest would implement such a significant change through
20 its CMP process without prior Commission approval. As noted by AT&T,
21 during the Section 271 proceeding, the issue of conditioning charges was a
22 contested issue. Language was painstakingly worked out in the Qwest
23 SGAT dealing with the issue of line conditioning which Qwest's new
24 policy is at odds with. Staff recommends that Qwest be ordered to
25 immediately suspend its policy of assessing construction charges on
26 CLECs for line conditioning and reconditioning and immediately provide
27 refunds to any CLECs relating to these unauthorized charges. Qwest
28 should reinstitute its prior policy on these issues as reflected in its current
29 SGAT. If Qwest desires to implement this change, then it should notify

³¹ *TRRO* ¶358 (emphasis added).

³² In the Matter of U.S. WEST Communications, Inc.’s Compliance with Section 271 of the Telecommunications Act of 1996, Docket No. T-00000A-97-0238, Decision No. 66242 (“AZ 271 Order”).

1 the Commission in Phase III of the Cost Docket, but must obtain
2 Commission approval of such a change prior to its implementation. To
3 the extent Qwest does not agree to these conditions, Staff recommends
4 that Qwest's compliance with Checklist Items 2 and 4 be reopened. We
5 agree with Staff.³³
6

7 What this demonstrates is that Qwest's decision to label a change as a matter of "process"
8 does not mean that CMP is the only appropriate forum for addressing that change.

9 **2. Inclusion of terms and conditions in an interconnection**
10 **agreement is necessary to provide the certainty that Eschelon**
11 **needs to be able to effectively compete.**
12

13 The FCC has recognized the need for terms and conditions to be contained in
14 interconnection agreements in order to provide CLECs with the certainty and reliability
15 that they need to compete effectively. Thus, in rejecting Qwest's contention that
16 information concerning its products that it posts on its website need not be contained in a
17 publicly-filed interconnection agreement, the FCC stated that, "[A] 'web-posting
18 exception' would render [Section 252(a)(1)] meaningless, *since CLECs could not rely on*
19 *a website to contain all agreements on a permanent basis.*"³⁴ While the interconnection
20 agreement can be amended and therefore is not "permanent" in the sense that it is frozen
21 in time, the FCC recognized that permanency is needed for the term of the contract when
22 not amended. Including language in the interconnection agreement will minimize future
23 disputes. The objectives of providing clarity and certainty and helping avoid future
24 disputes are legitimate bases for determining that specific language should be included in
25 an interconnection agreement.

26 Eschelon depends on the services that it receives from Qwest to be able to serve
27 its Customers. To plan its business and compete effectively Eschelon, like any business,

³³ AZ 271 Order at ¶ 109.

³⁴ Qwest Forfeiture Order at ¶ 32 (emphasis added).

1 requires certainty and reliability in its relationship with its most significant vendor.
2 When Qwest changes its process, this requires that Eschelon also change its process.
3 Yet, if a term is contained in Qwest's PCAT but not the interconnection agreement,
4 Qwest is free to change that term without Eschelon's consent; Eschelon will not have
5 certainty or reliability. CMP permits Qwest to implement most changes, even changes
6 that are universally opposed by CLECs, by simply posting a notice and waiting 31 days
7 or less.

8 Eschelon is not seeking to force Qwest to make substantial changes in how it does
9 business. Indeed, for the most part, the provisions that Eschelon has proposed and Qwest
10 has opposed on the ground that they deal with issues that should be addressed in CMP, do
11 not require Qwest to make any change at all. Rather, those proposals merely reflect
12 Qwest's current practices, often as reflected in its PCAT. By including those provisions
13 in the interconnection agreement, the Commission will be assuring that terms that
14 Eschelon has come to rely on, and in some cases expended substantial resources helping
15 to develop, will continue to be available.

16 Although evidence in this case will reveal weaknesses in CMP that underscore the
17 inadequacy of CMP as a vehicle for providing certainty and reliability, Eschelon's case is
18 not an attack on CMP. Eschelon emphasizes that the Commission need not find that
19 CMP is "broken" or "bad" to rule in Eschelon's favor on any particular issue. Rather, it
20 need only recognize, as both the Telecommunications Act and the CMP document itself
21 recognize, that the terms and conditions of interconnection agreements may vary,
22 depending on the particular needs of the parties to those agreements.

1 **3. Inclusion of terms and conditions in an interconnection**
2 **agreement permits appropriate Commission oversight and**
3 **prevents discrimination.**
4

5 Including a particular term in the ICA does not mean that that term can never be
6 changed or that the ICA is inflexible. Agreed upon provisions of the ICA describe the
7 process by which either party may seek an amendment of the ICA, first through
8 negotiations and, if those negotiations are unsuccessful, by petitioning the Commission.
9 Including these terms in the ICA means that flexibility will not be entirely one-sided and
10 that the burden will be on the party seeking a change to the status quo to justify that
11 change.

12 Qwest has accused Eschelon of trying to “turn back the clock” by failing to
13 recognize what it characterizes as “Congress’ intent to move toward less regulation as
14 competition in the local exchange market increases.”³⁵ In fact, the Telecommunications
15 Act, when it was adopted, carved out a specific role for state commissions to assure that
16 the “rules of the game” are fair, just, and nondiscriminatory. Qwest discusses changes in
17 the law that have taken place since the passage of the Telecommunications Act,
18 particularly with respect to the identification of elements that ILECs must offer to CLECs
19 on an unbundled basis. What has not changed, however, is the important role that state
20 commissions play in arbitrating and enforcing interconnection agreements. The Act has
21 not been repealed, and the state commission still plays that role. By requiring that terms
22 and conditions of interconnection be included in an ICA, the Commission will be
23 assuring that it continues to serve this important oversight function. In fact, the very

³⁵ Qwest Corporation’s Petition for Arbitration, In the Matter of the Petition of Qwest Corporation for Arbitration with Eschelon Telecom, Inc., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996 (“Qwest Washington Petition”) at ¶ 31.

1 changes in law upon which Qwest relies reaffirm that the Commission should perform
2 this function.

3 Although the FCC may have allowed “less regulation” for elements that ILECs no
4 longer must offer on an unbundled basis, those elements are not at issue in the
5 interconnection agreement and are not a part of this arbitration. The reverse is also true.
6 The FCC *denied* the ILECs’ request for less regulation for elements that ILECs must
7 continue to offer on an unbundled basis. Those elements are a part of this arbitration and
8 the FCC’s rejection of the ILECs’ request means that UNE terms belong in an
9 interconnection agreement and remain subject to regulation and Commission oversight.
10 Qwest’s argument for “less regulation” reveals its true intent to relegate issues to CMP
11 because it allows Qwest to achieve less regulation (by avoiding regulation in the form of
12 Commission oversight) and not because CMP is a superior means of dealing with these
13 issues.

14 Nor is Eschelon trying to get a “special deal” that is not available to other CLECs.
15 To the contrary, the Telecommunications Act’s requirement that interconnection
16 agreements be publicly filed is one of the Act’s primary mechanisms for preventing
17 discrimination. The Act not only requires that interconnection agreements be publicly
18 filed and approved by the state commission, it entitles a CLEC to opt-in to an
19 interconnection agreement entered into by another CLEC, providing:

20 A local exchange carrier shall make available any interconnection, service,
21 or network element provided under an agreement approved under this
22 section to which it is a party to any other requesting telecommunications
23 carrier upon the same terms and conditions as those provided in the
24 agreement.³⁶
25

³⁶ 47 U.S.C. § 252(i); *see also* 47 C.F.R. § 51.809.

1 In requiring that terms and conditions of interconnection be made available on an equal
2 basis to all CLECs, Section 252(i) plays a critical role in assuring that the ILEC does not
3 engage in discrimination. As the FCC has observed:

4 Requiring all contracts to be filed also limits an incumbent LEC’s ability
5 to discriminate among carriers, for at least two reasons. First, requiring
6 public filing of agreements enables carriers to have information about
7 rates, terms, and conditions that an incumbent LEC makes available to
8 others. Second, any interconnection, service or network element provided
9 under an agreement approved by the state commission under section 252
10 must be made available to any other requesting telecommunications
11 carrier upon the same terms and conditions, in accordance with section
12 252(i).³⁷
13

14 Because the Act allows a CLEC to opt in to an interconnection agreement entered into by
15 another CLEC, the terms of conditions of interconnection need not be identical for all
16 CLECs; they merely must be equally available to all.³⁸

17 Finally, the Commission should be extremely skeptical of Qwest’s implication
18 that it is acting out of a desire to somehow “protect” other CLECs. As the FCC has
19 observed:

20 [I]ncumbent LECs have little incentive to facilitate the ability of new
21 entrants, including small entities, to compete against them and, thus have
22 little incentive to provision unbundled elements in a manner that would
23 provide efficient competitors with a meaningful opportunity to compete.
24 We are also cognizant of the fact that incumbent LECs have the incentive
25 and the ability to engage in many kinds of discrimination. For example,
26 incumbent LECs could potentially delay providing access to unbundled
27 network elements, or they could provide them to new entrants at a
28 degraded level of quality.³⁹
29

³⁷ *First Report and Order* at ¶ 167; *see also, id.* at ¶ 1321 (concluding that allowing a CLEC to opt in to an existing interconnection agreement on an expedited basis “further Congress’s stated goals of opening up local markets to competition and permitting interconnection on just, reasonable, and nondiscriminatory terms”)

³⁸ See Washington ALJ Report, at ¶79.

³⁹ First Report and Order at ¶ 307.

1 Now that Qwest has its approval under Section 271, Qwest has even less incentive to
2 cooperate. Qwest's lack of incentive to voluntarily cooperate with Eschelon's efforts to
3 compete against it make it all the more important that Eschelon's interconnection
4 agreement contain binding commitments of sufficient specificity as to provide Eschelon
5 with a meaningful opportunity to compete. Absent such commitments, there will be very
6 little to prevent Qwest from making changes to the ways in which Eschelon is able to
7 obtain access to UNEs, to Eschelon's competitive disadvantage and to the disadvantage
8 of Eschelon's Customers in Oregon.

9 **D. Specific Disputed ICA Provisions**

10
11 With this background in mind, Eschelon will now address the specific disputed
12 issues that the parties have identified for arbitration. Section numbers below correspond
13 to the numbering of the Issues by Subject Matter List.

14 **1. Interval Changes: Issues 1-1, 1-1(a), 1-1(b), 1-1(c), 1-1(d), 1-1(e)**

15
16 Issue 1-1 and the related sub-issues concern provisioning intervals. In each
17 instance, Eschelon proposes language requiring that interval changes will be
18 accomplished by amending the contract, using a streamlined amendment process (that is
19 currently available for new products). Qwest takes the position that it should be free to
20 change intervals through CMP, without first obtaining either CLEC agreement or
21 Commission approval.

22 Intervals are particularly significant because they impact timing of Eschelon's
23 delivery of service to its Customers. Changes in intervals critically impact the quality of
24 service that Eschelon is able to offer its Customers and create other operational issues,
25 particularly when the interval is lengthened. Lengthening of intervals forces a carrier to
26 provide worse service to its Customers (who must wait longer for service) while also

1 incurring costs and spending resources on adjusting internal systems and processes to
2 adjust to the longer interval.

3 Eschelon has made two alternative proposals with respect to interval changes.
4 The first proposal is that, if Qwest lengthens an interval, the ICA must be amended (using
5 the streamlined process), thus allowing the Commission the opportunity to exercise its
6 oversight, to assure that the longer interval continues to be consistent with the public
7 interest. Under this proposal, Qwest could make changes that shorten intervals through
8 CMP, without amending the contract. Under Eschelon's second, it would be necessary to
9 amend the ICA (also using the streamlined process) to either lengthen or shorten an
10 interval.

11 In other states Qwest has made much of the fact that, since it obtained 271
12 authority, all modifications that it has made to intervals have been to shorten the
13 intervals. Qwest will not commit to continuing that trend, however, for the next few
14 years when, unlike in previous years, no 271 approvals are pending to provide Qwest
15 with an incentive to shorten intervals.

16 Eschelon's first of its two alternative proposals for Section 1.7.2 would require an
17 amendment of the ICA using this process only for changes that result in *longer* intervals.
18 Qwest has not explained how lengthening an interval, so that Oregon Customers would
19 wait longer for service, could be described as "progress." That Qwest will not agree to
20 the first proposal shows that its true concern is not that it wants to preserve its ability to
21 provide shorter intervals and that there is, in fact, another agenda at work.

1 **2. Rate Application: Issue 2-3**

2 This issue concerns when Commission-ordered rate changes will take effect.
3 Qwest proposes adding the following sentence to agreed upon language in Section 2.2:
4 “Rates in Exhibit A include legally binding decisions of the Commission and shall be
5 applied on a prospective basis from the effective date of the legally binding Commission
6 decision, unless otherwise ordered by the Commission.” Eschelon opposes this addition
7 to Section 2.2 because another section of the ICA, Section 22.0 (“Pricing”), already deals
8 with the application of rates in Exhibit A and does so more thoroughly and clearly than
9 Qwest’s proposed single sentence here. Section 22.4.1.2, which the parties have agreed
10 upon, states: “Such Commission-approved rates shall be effective as of the date required
11 by a legally binding order of the Commission.” Unlike Qwest’s language, Section 22.0
12 does not attempt to pre-judge whether the rates will be applied on a prospective basis and
13 leaves that issue to the discretion of the Commission to decide at the appropriate time.
14 Adopting Eschelon’s proposal provides the Commission more flexibility to decide the
15 issue later at a time when, unlike in this arbitration, the Commission will have the
16 relevant facts of the pending rate case before it from which to determine the appropriate
17 effective date.

18 The Commission has, in other cases, determined that the circumstances warranted
19 use of an interim rate that would be subject to true up when the final rate was
20 determined.⁴⁰ The agreed upon language of Section 22.4.1.2 is consistent with the

⁴⁰ See SGAT Sections 9.20.3.4, 9.21.3.5, 9.24.3.5 (all providing that these interim rates are subject to true-up). While these elements may no longer be available, the Commission found that a true-up was appropriate at that time when they were available. The Commission may or may not find a true-up appropriate for any particular rate element in the future. Eschelon’s proposal (relying upon closed language in Section 22.0 and deleting Qwest’s proposal in Section 2.2) best recognizes that Commission prerogative.

1 Commission’s past practice, because it leaves it to the Commission to decide when a rate
2 change will take effect. Qwest’s new proposal in Section 2.2, in contrast, attempts to
3 create an unnecessary default that rate changes will be applied prospectively. The
4 potential inconsistency between Section 22.4.1.2 and Qwest’s proposal for Section 2.2
5 creates an ambiguity that is likely to lead to additional litigation.

6 **3. Effective Date of Legally Binding Changes: Issue 2-4**

7
8 When a change in the law takes effect is a question that can have very significant
9 financial and other consequences. Because of the potential for future disputes, it is
10 important that ICA language on this issue: 1) provide the parties with clear guidance on
11 when a change of law will take effect, so that they can plan accordingly; 2) not provide
12 an opportunity for any party to delay the effect of a change in the law; 3) preserve the
13 authority of the relevant regulatory body – i.e., the Commission, the FCC, Congress – to
14 determine when changes in the law will be given effect.

15 Agreed upon language of Section 2.2 provides that, when a change of law occurs,
16 the ICA “shall be amended to reflect such legally binding modification or change.”
17 Eschelon’s first proposal is that any such amendment “shall be deemed effective on the
18 effective date” of the change in law, unless otherwise ordered.⁴¹ This provision will
19 assure that the ICA properly reflects any changes in the law, including when the ordered
20 change shall be given effect. Eschelon’s proposed language (proposal #1) is the Qwest-
21 AT&T ICA language that was approved in Minnesota with three modifications, only one

⁴¹ See same language in SGAT Section 2.2.

1 of which is open and disputed.⁴² The companies agreed to use the same language for six
2 states and used the Minnesota Qwest-AT&T ICA language as a starting point.

3 Eschelon has also offered a second proposal for all six states, after receiving
4 comments from the Minnesota Department of Commerce (“DOC”) in the Minnesota
5 arbitration. Proposal #2 is different from Proposal #1 in three ways. First, this proposal
6 affirms the companies’ obligations to keep their ICA up to date in an additional sentence.
7 Second, this proposal provides additional clarification regarding when rates changes will
8 take effect. Third, this proposal provides additional clarification regarding the effective
9 date of amendments to the ICA that are entered into to reflect legally binding changes in
10 the law. The existing agreed upon language already provides that the Agreement “shall”
11 be amended to reflect such legally binding modification or change of the Existing Rules.
12 The additional sentence that Eschelon proposes (immediately after that closed sentence)
13 confirms the companies’ understanding in that regard, stating that “Each Party has an
14 obligation to ensure that the Agreement is amended accordingly.” In Minnesota, the DOC
15 indicated that it would be useful to distinguish between changes to prices that had been
16 previously approved by the Commission and changes to prices not previously approved.
17 To address this concern, Eschelon’s alternative proposal makes this distinction. In
18 addition, Eschelon’s alternative proposal adds language to Section 22.4.1.2. Closed
19 language in Section 22.4.1.2 already states that the Commission will determine the
20 effective date of rates (*e.g.*, whether prospective or not) in an order of the Commission.

⁴² The companies agreed to change the relevant date to March 11, 2005, and they agreed to change “During the pendency” to “While any negotiation or Dispute resolution is pending.” The only open/disputed change to the Qwest-AT&T ICA for the first proposal is Eschelon’s proposal to add the following sentence to the Qwest-AT&T ICA: “The rates in Exhibit A and when they apply are addressed in Section 22.”

1 To expressly address the potential for interim rates to be subject to “true up,” Eschelon’s
2 alternate language for Section 22.4.1.2 states that each Party reserves its rights with
3 respect to whether Interim Rates are subject to true-up. It also provides that, if the
4 Commission is silent on the issue of a true up, rates will be implemented and applied
5 prospectively from the date of the legally binding Commission decision. Eschelon’s
6 proposal #2 for Section 2.2 allows a party to seek a particular time period for application
7 or implementation of an order that results in a legally binding change in the law,
8 including changes to previously-approved rates, and clarifies that, if the order is silent on
9 the issue of its implementation date, the order will be implemented prospectively from
10 the date the order becomes effective according to the order’s term or by operation of law.
11 This requires a party that needs additional time to implement an order to raise that issue
12 with the Commission and obtain an implementation schedule, rather than engaging in
13 self-help after the fact and taking additional time, with no stay in place, to implement an
14 order.

15 Qwest proposes that when an order that changes the law “does not include a
16 specific implementation date,” the effective date of such a change will depend on whether
17 one party gives the other notice of the order. When one party gives notice of the order
18 within thirty days of the effective date of the order, Qwest proposes that the amendment
19 of the ICA reflecting the change in the law will be “deemed effective on the date of that
20 order.” When one party does not give notice of the order within thirty days, Qwest
21 proposes that the legal change will take effect on the effective date of the ICA
22 amendment that reflects that change, unless the parties agree otherwise.

1 One problem with Qwest’s proposal is its ambiguity. The proposal would govern
2 what happens when an order “does not include a specific implementation date.” Qwest’s
3 language also provides, however, that when a party gives notice of an order within thirty
4 days, the legal change resulting from that order will take effect on “the effective date of
5 that order.” Qwest apparently takes the position that a “specific implementation date” of
6 an order is something different from an order’s effective date. Under Qwest’s proposal, it
7 appears that an order that the Commission states is to be “effective immediately” would
8 not be one that has a “specific implementation date” and would, therefore, be one that
9 Eschelon would have to give Qwest notice of within thirty days for the order to actually
10 have immediate effect.

11 Qwest’s proposal is also deficient because it offers an opportunity for Qwest to
12 delay the effect of a legal change that is not in its favor and because it intrudes on the
13 province of the relevant regulatory authority to determine when the legal change will take
14 effect.

15 **4. Design Changes: Issues 4-5 and 4-5(a)-(c)⁴³**

16 The issue here arises primarily from Qwest’s attempt to impose the design change
17 charge approved for UDITs to design changes for loops and changes to Connecting
18 Facility Assignments (“CFA changes”). There is no cost support for extending the
19 charge beyond the element for which it was developed -- UDITs. To the contrary, the
20 evidence will show that the design change charge for UDITs is not a reasonable charge
21 for changing the design of a loop or for making CFA changes.
22

⁴³ Former Issue 4-5(b) (Design Change Rate for UDIT—Section 9.6.3.6) in now Intentionally Left Blank.

1 **a. Application of design change rates for unbundled loops**

2
3 Historically, there has been no additional charge for design changes for unbundled
4 loops (above and beyond the approved recurring and non-recurring loop charges), as the
5 only rate for design changes applied only to design changes for transport.⁴⁴ Qwest
6 nonetheless recently began to unilaterally charge CLECs for design changes for loops,
7 without obtaining any ICA amendment or cost case ruling allowing it to do so. Eschelon
8 opposes Qwest’s attempt to expand the UDIT design change charge to loops without
9 amending the ICA, without obtaining Commission approval, and without providing any
10 evidence that Qwest’s cost of performing all design changes for loops is the same as for
11 UDITs.

12 Qwest has complained in the past that Eschelon has not provided cost support for
13 the interim rate that it has proposed for loop design changes. It is Qwest’s burden to
14 provide cost support for its claimed charges. If Qwest wishes to begin charging a design
15 change charge for loops, it is incumbent on Qwest to show that its charge is cost-based.

16 **b. Application of rates for changes to Connecting Facility**
17 **Assignments (“CFA Changes”)**

18 Connecting Facility Assignment (“CFA”) changes occur for analog loop hot cuts
19 on the day of cut during test and turn up (excluding batch hot cuts). The CFA change
20 involves a simple “lift and lay” activity by the Qwest central office technician who is
21 already at the frame and in contact with the CLEC representative and the Qwest
22 personnel coordinating the process. If a CFA cannot be used and a new CFA is assigned
23 during a cutover, the costs of such a change are minimal because both parties’ personnel
24

⁴⁴ *E.g., compare* SGAT Section 9.2.4.1 (ordering for loops, with no design change language) *with* SGAT Section 9.6.4.1.4(c) (ordering for transport, with design change language).

1 are already participating in the loop cutover. In such situations, the Qwest central office
2 (“CO”) technician is already available and working on the cutover. It requires less
3 additional work, and there is little if any extra time involved, to change pairs in such
4 situations, as compared to circumstances requiring Design Changes when the CO
5 technician must be separately dispatched, for example. Pair changes to install or repair
6 service at no additional charge are part of a long-standing standard industry practice.

7 Qwest now proposes, however, to begin charging the same expensive rate for
8 Design Changes for all CFA changes as it charges for Design Changes to UDITs,
9 regardless of circumstance. Eschelon has proposed language that identifies certain CFA
10 changes to which the transport charge at a minimum should not apply. If any charge is
11 allowed in this context, it should be cost-based and, therefore, minimal. The ICA should
12 also specifically state that the separate Design Change rate does not apply when the CFA
13 change charge applies, to avoid ambiguity and potential double recovery. Eschelon also
14 offers an alternative proposal that moves this issue to the rate elements sections of the
15 ICA, because the language deals with charges, rather than dealing with charges in some
16 cases (as was done for UDITs in the SGAT) in the ordering provisions of the ICA.

17 **5. Discontinuation of Order Processing and Commission approval**
18 **before disconnection of service: Issues 5-6, 5-7, and 5-7(a)**

19
20 Subjects 5 through 7 (Issues 5-6 through 5-13) relate to the “Payment and
21 Deposit” provisions in Section 5.4 of the interconnection agreement. Issues 5-6 and 5-7
22 deal specifically with remedies for alleged non-payment that may affect service to
23 unsuspecting Oregon End User Customers. For both of these issues, Eschelon proposes
24 that the interconnection agreement expressly recognize that Commission approval or
25 oversight may be required before these types of remedies may be invoked. Issue 5-7(a)

1 concerns language proposed by Eschelon that requires that the Commission be given
2 written notice of any material breach of the ICA.

3 **a. Continuation of order processing pending either Commission**
4 **approval or Commission proceeding: Issue 5-6**
5

6 Section 5.4.2 allows Qwest to discontinue processing all orders “for the relevant
7 services” if CLEC does not make “full payment” of undisputed amounts. If Qwest were
8 to discontinue processing Eschelon’s orders, this would be a very serious step that could
9 have a significant negative effect on current and potential Eschelon Customers. For
10 example, Oregon Customers who are initiating or converting service may find themselves
11 without service on the planned date of service.

12 Qwest has other remedies, such as late payment fees and dispute resolution,
13 available to it. Before Qwest takes a step as serious and disruptive as discontinuance of
14 order processing, the Commission should be involved on behalf of the public interest.
15 Therefore, Eschelon’s first and preferred proposal is to require Commission approval
16 before Qwest may discontinue order processing under these circumstances.

17 If the Commission declines to adopt Eschelon’s proposal to require approval in
18 every case in which Qwest seeks to discontinue order processing, the Commission should
19 at least ensure that it will have an opportunity to act on the public’s behalf to maintain the
20 status quo when a party seeks Commission relief. To that end, Eschelon’s second option
21 allows the Commission this opportunity by providing that, if Commission intervention is
22 sought, Qwest will continue order processing while the proceedings are pending, unless
23 the Commission orders otherwise.

24 Qwest may argue that its proposal that it be permitted to discontinue order
25 processing when payment is delinquent by more than 30 days is the same timeframe as

1 was adopted in the Qwest-Covad arbitration. The issue here, however, is not the amount
2 of time (30 versus 45 days) that must pass before Qwest avails itself of this extreme
3 remedy, as in the Covad arbitration. Rather, the issue is whether Qwest should be
4 permitted to take such a step without Commission involvement. The Commission did not
5 address this issue in the Covad case, because it was not raised there.⁴⁵

6 Commission oversight on these matters is particularly important so that there is an
7 independent arbiter of the facts and to ensure that the information relied upon to make
8 these decisions is accurate. Eschelon and Qwest have had serious disagreements about
9 billing information – including whether a dollar amount has been disputed – which means
10 that Qwest could invoke these remedies based on information with which Eschelon
11 disagrees. Although Eschelon could seek dispute resolution under the agreement,
12 because this provision allows Qwest to discontinue processing Eschelon’s orders on only
13 ten days’ notice, it would be difficult, if not impossible, for Eschelon to file a complaint,
14 get on the Commission’s schedule, and get a ruling, all within ten business days. In the
15 meantime, if Eschelon is correct but no decision is possible in that timeframe, the End
16 User Customers whose orders will not be processed will suffer.

17 **b. Commission approval before disconnection of service: Issue 5-**
18 **7(a)**

19 This dispute concerns the circumstances under which Qwest may disconnect
20 Eschelon’s service, including service to its End User Customers, for alleged non-
21 payment. The disconnection of service is an even more drastic measure than the
22 discontinuation of order processing and the need for Commission oversight is
23 correspondingly greater. Not only would Qwest’s disconnection of Eschelon’s service
24

⁴⁵ Cf. Covad-Qwest Arbitration Order, ARB 584 at 16-19.

1 very seriously, if not fatally, harm Eschelon's business, it would be extremely disruptive,
2 to say the least, for Eschelon's Customers, who would lose their telephone service as a
3 result. Before Qwest disconnects service affecting potentially numerous Oregon
4 Customers, it should have the obligation to first seek to the permission of the
5 Commission, in order to be sure that the interests of the public are adequately protected.
6 Qwest's proposed language, however, would not, in all cases, require such notice. Thus,
7 Qwest's proposal provides that, if Qwest gives ten days notice of its intent to disconnect
8 service, but then does not follow through with disconnection at the end of those ten days,
9 Qwest may, thereafter, disconnect service without giving Eschelon further notice.

10 This is the very issue that Eschelon faces now. In April of this year, Eschelon
11 received a letter from Qwest indicating that Eschelon had a total past due balance across
12 all states of over \$4 million, and further indicating that if Qwest did not receive payment
13 in full by May 4, 2006, Qwest would suspend Eschelon's service order activity and
14 disconnect Eschelon's services on May 5, 2006. Even though the amount Qwest was
15 demanding from Eschelon did not reflect the payments that Eschelon had already made to
16 Qwest and even that Eschelon and Qwest were in disagreement regarding the outstanding
17 amount, Eschelon paid all amounts alleged by Qwest making payment of almost \$9
18 million, in order to the possibility of disruption for its customers. Yet, after going
19 through all of this, Qwest notified Eschelon that it remained in default and that Qwest
20 unilaterally decided to apply credits due and owing to past due balances, even if those
21 balances were in dispute, leaving Eschelon under a cloud of possible disruption of service
22 despite Eschelon's payment of all undisputed bills. Under Qwest's proposed language,

1 Qwest would be free to disconnect Eschelon’s service without further notice to Eschelon,
2 much less to the Commission.

3 **c. Issue 5-7(a): Notice to Commission of Material Breach of the**
4 **ICA**

5
6 Eschelon has proposed language to be included in Section 5.13.1 that requires that
7 the Commission be given at least 30 days written notice of any material breach of the
8 ICA. This language assures that the Commission will be informed of issues that may
9 impact Oregon Customers so that it will have the ability to appropriately exercise its
10 jurisdiction.

11 **6. Deposits: Issues 5-8, 5-9, 5-11 and 5-12**

12 Section 5.4.5 concerns the circumstances under which Qwest may demand that
13 Eschelon provide a payment deposit. The amount of a potential deposit – up to two
14 months’ worth of charges – is substantial, particularly for a small company like Eschelon.
15 It is, accordingly, important, that, if the ICA is to provide for payment of a deposit, it do
16 so only under circumstances in which there is a legitimate, realistic concern about future
17 payment.

18 **a. De Minimus Amount**

19 Eschelon has proposed language that would limit application of the deposit
20 requirement to situations when there is a failure to pay an undisputed “non-de minimus”
21 amount. It is unreasonable that the deposit requirement should be triggered when, as a
22 result of an error for example, a payment is off by a few dollars, particularly in light of
23 the amount and complexity of Qwest’s bills to Eschelon. A deposit should be required

1 when there is a legitimate concern about a company’s ability to pay future charges. Such
2 a concern does not arise when the amount that is not paid is de minimus.⁴⁶

3 **b. Definition of “Repeatedly Delinquent”**
4

5 The parties have agreed that a deposit may be required when payment is
6 “Repeatedly Delinquent.”⁴⁷ They disagree about how this standard should be defined.

7 Eschelon has offered two alternative definitions of “Repeatedly Delinquent.” The
8 first proposal is that payment be considered Repeatedly Delinquent when payment is
9 received late in three consecutive months. Qwest uses this “three consecutive month”
10 standard in other contracts, including contracts with some CLECs. This standard
11 adequately protects Qwest’s legitimate interests while reducing the likelihood that a
12 deposit will be imposed when it should not be imposed. Eschelon’s second option for the
13 definition of “Repeatedly Delinquent” is the same as Qwest’s definition, except that
14 Eschelon proposes six months instead of a twelve-month period. Under either of
15 Eschelon’s proposed definitions, Qwest would be protected in circumstances when late
16 payment might reasonably be viewed as creating a legitimate concern about ability to pay
17 that would justify a deposit.

18 Under Qwest’s proposal payment would be considered “Repeatedly Delinquent”
19 if received more than thirty days late for any three months in a twelve-month period.
20 Under Qwest’s proposal, if a CLEC were to pay a portion of the amount due late in
21 months one and two, make timely payments in the full amount for nine consecutive

⁴⁶ Qwest has objected that the term “non de minimus” is vague. Although Eschelon disagrees, it would also accept “material” in place of “non de minimus” The term “material” is used in a number of agreed on provisions of the ICA and, accordingly, is a term with which Qwest is already sufficiently familiar.

⁴⁷ Eschelon also offers an alternative that does not rely upon this definition. See Issue 5-12 below.

1 months, and then pay a portion of the amount due late in month twelve, Qwest could
2 demand a large security deposit. Such a scenario – with CLEC paying in full for nine
3 consecutive months – does not provide any evidence of the financial stress that gives rise
4 to a legitimate need for payment “security.” Either of Eschelon’s proposals provides a
5 better balance of interests.

6 **c. Disputes before Commission**

7 The parties have agreed on language that provides that a required deposit will be
8 due within thirty days of demand. Eschelon has proposed an exception for situations
9 when the party on whom the demand is made challenges with the Commission either
10 whether a deposit is required or the amount of the deposit. In such an instance, the
11 deposit would be due as ordered by the Commission. This exception gives effect to, and
12 is consistent with, the parties’ right to bring disputes to the Commission for resolution.⁴⁸

13 **d. Deposit requirement: Issue No. 5-12**

14 Eschelon proposes a third option for determining when Qwest may demand a
15 deposit. This third option does not hinge on the definition of Repeatedly Delinquent.
16 Instead, this option provides an opportunity for the Commission to review a party’s
17 payment history and determine whether “all relevant circumstances warrant a deposit.”
18 This option provides the Commission with flexibility to determine contested deposit
19 requirements on a case-by-case basis if and when such cases arise.

20 **7. Review of credit standing: Issues 5-13**

21 Qwest has proposed a provision that would allow it to review Eschelon’s credit
22 standing and increase the amount of the deposit as it sees fit. Because this provision

⁴⁸ See ICA Section 5.18.1.

1 contains no criteria or standards defining when this provision may be invoked, Qwest
2 could attempt to use it to effectively nullify the limitations set out in Section 5.4.5 on
3 Qwest’s ability to demand a deposit. Qwest’s proposal does not describe the “credit
4 history” that would be subject to review, the conditions that might justify such a review,
5 or the circumstances that would warrant a modification. There is no limitation on ability
6 to increase a deposit amount even when the Billed Party is current in its payments. Such
7 an unlimited ability to demand an increase in the amount of a deposit would be an open
8 invitation to arbitrary action.

9 Qwest’s proposal for this Section is also inconsistent with Section 5.4.5 in another
10 way. Section 5.4.7, as proposed by Qwest, states that the amount of the deposit, when
11 increased, may not exceed the maximum amount provided for under Section 5.4.5. That
12 Section, however, provides no method for calculation of a maximum when the amount of
13 a deposit is to be modified.

14 Qwest has taken the position that the “triggering event” to be used for
15 determining the amount of the deposit is the credit review itself. This is not what
16 Qwest’s proposed language says, however. Qwest’s proposal refers expressly to Section
17 5.4.5 as setting forth the method for determining the maximum amount of the deposit.
18 Section 5.4.5 identifies two potential “triggering events”: 1) the date of the request for
19 reconnection of service or resumption of order processing, or 2) the date when the CLEC
20 is Repeatedly Delinquent. Neither of these triggering events would apply in a situation in
21 which Qwest’s demand for an increased deposit is based on Qwest’s review of
22 Eschelon’s “credit history.” Accordingly, there would be no way to compute the amount
23 of the deposit.

1 Because of its inconsistency with the general deposit requirement set out in
2 Section 5.4.5, Eschelon recommends that Section 5.4.7 be deleted. The provision is
3 unnecessary in any event. The only legitimate need to modify a deposit that has been
4 identified is recalculation of the deposit based upon financial standing, and that is already
5 covered in Section 5.4.6. Eschelon's other proposed option for this language is to modify
6 it to require that any increase in the amount of the deposit be approved by the
7 Commission.

8 **8. Copy of non-disclosure agreement: Issue 5-16**

9 The parties agree that Qwest employees to whom Eschelon's forecasts and
10 forecasting information are disclosed will be required to execute a nondisclosure
11 agreement covering the information. Eschelon proposes that Qwest be required to
12 provide copies of executed non-disclosure agreements. Eschelon's proposal to receive
13 copies of executed non-disclosure agreements reflects the common practice in other
14 contexts under which the parties exchange signature pages of confidentiality protective
15 agreements so that a party will be aware of who is receiving its confidential information
16 and will be in a position to raise objections if necessary. If Qwest does not provide
17 Eschelon with copies of executed nondisclosure agreements, Eschelon will have
18 insufficient information to object if sensitive information is provided to a Qwest
19 employee not authorized by the ICA to receive it. Qwest has already agreed that
20 employees will sign the agreement. Eschelon's proposal to require Qwest to provide a
21 copy of that existing executed agreement imposes little, if any, burden on Qwest.

1 **9. Transit record charge and bill validation: Issue 7-18 and 7-19**

2 “Transit Traffic” is defined as any traffic that originates from one
3 Telecommunications Carrier’s network, transits another Telecommunications Carrier’s
4 network, and terminates to yet another Telecommunications Carrier’s network.⁴⁹ Qwest
5 is a transit provider and bills Eschelon for transit for certain Eschelon originated calls.
6 The bills that Qwest provides to Eschelon for Eschelon originated calls do not contain
7 call record detail, but instead simply contain the number of transit minutes and the transit
8 traffic rate. In order to validate the bills that Qwest provides, Eschelon requests, on a
9 limited basis, call records that would allow for bill verification. Qwest apparently will
10 agree to supply transit records, but only if the records are purchased by Eschelon.
11 Eschelon should not be put in the position to have to pay Qwest additional charges in
12 order to validate the invoices Qwest is sending to Eschelon.

13 Qwest has argued that Eschelon should obtain the necessary information from its
14 own switch, rather than seeking it from Qwest.⁵⁰ Although Eschelon does record certain
15 information at its switch, those records only tell Eschelon who was called and that the
16 call was handed off to Qwest. Eschelon can only infer from our records whether Qwest
17 is acting as a transit provider. Discrepancies between Eschelon’s records and the bills
18 Eschelon receives from Qwest are one reason Eschelon might request records from
19 Qwest for bill verification.

⁴⁹ See ICA, Section 4 - Definitions.

⁵⁰ Disputed Issues Matrix (Exhibit 3), Qwest Position Statement for Issue 7-18.

1 **10. Collocation Available Inventory: Issues 8-20 and 8-20(a)**

2
3 **a. Posting of prices**

4 When a collocation site is no longer being used by a CLEC and that site is
5 returned to Qwest, the site is then posted on Qwest’s website as available inventory that
6 is available for purchase by other CLECs. In this way, Qwest offers essentially “used”
7 collocations, which it refers to as “collocation available inventory.” When making a
8 “new” versus “used” purchase decision, a buyer considers several factors, but price is
9 almost always a key factor, yet Qwest’s listings of its “used” collocation sites include no
10 price or even an estimate. Eschelon has proposed language providing that, when Qwest
11 prepares a quote and charges a QPF in connection with that quote, for a posted
12 Collocation site and the site is subsequently returned to Qwest inventory, Qwest will post
13 the quoted price from the QPF and will waive the QPF for future quote requests.

14 This provision does not require Qwest to prepare a quote. Rather, Eschelon’s
15 proposal is reasonable because it only requires Qwest to post pricing information that it
16 has already available to it as a result of having previously prepared a quote. Further,
17 because Qwest has already charged for the preparation of the quote, the requirement that
18 Qwest waive the fee for subsequent quotes reasonably prevents Qwest from receiving
19 double recovery.

20 Qwest has argued that because it has no obligation under the Telecommunications
21 Act to make its available inventory of used collocation sites available, the Commission is
22 not permitted to place any conditions on how it offers that product. Qwest is wrong.
23 Section 251(c)(6) of the Act requires Qwest to “provide, on rates, terms and conditions
24 that are just, reasonable, and nondiscriminatory, for physical collocation of equipment

1 necessary for interconnection or access to unbundled network elements.” The Act does
2 not state that physical collocation is “new” or “used.” It simply states that rates for
3 collocation must be just and reasonable. Eschelon’s proposal meets that criteria of
4 establishing just and reasonable rates for QPFs for previously used Collocations.
5 Eschelon’s position is that it should not be required to pay QPFs for a previously used
6 collocation space if Qwest has already previously recovered those costs from another
7 carrier. Further, the posting of quotes that Qwest has already created for the purpose of
8 offering collocation sites to another carrier helps ensure that these sites are offered on a
9 non-discriminatory basis.

10 Qwest has also argued that the Commission should reject Eschelon’s proposal
11 because CLECs “almost never” order Available Inventory sites “as is.” This argument
12 misses the point. Section 8.2.10.3.3 states that, if CLEC requests modifications to the
13 Qwest posted site, the ICA terms relating to Augments will apply. If a CLEC was not
14 identical to the Qwest posting, Qwest would treat it as an Augment. Therefore, any claim
15 by Qwest that it cannot post the quote because CLECs do not order identical
16 configurations is inconsistent with this closed language.

17 **b. Space augments**

18 Agreed upon language in Section 8.2.10.4.3 provides that Qwest will verify
19 whether a collocation site posted on Qwest’s available inventory site is still available for
20 acquisition by conducting a feasibility study. If the site is available, a site survey will be
21 arranged and, upon completion of the survey, “Qwest will prepare a quote based on the
22 site inventory *and any requested modifications* to the site” (emphasis added). The
23 agreed upon portion of that Section also states that “CLEC will be charged a special site

1 assessment fee for work performed up to the point of expiration or non-acceptance of the
2 quote.” Qwest proposes to introduce a new sentence that states that Qwest may charge
3 the higher augment fee instead of the special site assessment fee “if CLEC requests an
4 augment application.”⁵¹ The special site assessment fee, however, already includes “any
5 requested modifications.” Qwest’s proposal is inconsistent with the ICA’s language and
6 is not cost based and should, for those reasons, be rejected.

7 **11. Power: Issues 8-21, 8-21(a) - (f), 8-22 and 8-23**

8
9 **a. Power measurement**

10 The central difference between Qwest and Eschelon’s proposals on this power
11 issue is whether measured usage is adjusted based on actual usage readings for both
12 power charges (called “power plant” and “power”) or only the latter charge. Qwest
13 proposes to use the term “power usage” to support its position that there are two charges,
14 but only one of them is adjusted based on usage readings.⁵²

15 Section 252(d) mandates that rates be based on costs. When power is measured,
16 actual usage reflects costs and should be used for cost-based charges. Qwest’s proposal
17 results in discriminatory treatment, with Qwest paying less for power than CLECs.

18 The other open issue in this section relates to commencement of usage charges.
19 *See* Issue 8-21(a). Eschelon’s proposal is that, once the CLEC’s equipment is in place, it
20 will notify Qwest so that Qwest can measure, and charge based on, actual usage. Qwest’s
21 proposal would require the CLEC to have its equipment in place before making a request

⁵¹ Presumably, Qwest means to say an augment, and not an application, as there is not a several thousand dollar fee for requesting a form application.

⁵² This issue is discussed in complaints by McLeod against Qwest in several states. *See* Washington (Docket No. UT-063013), Utah (Docket No. 06-2249-01), Colorado (Docket No. 06F-124T), Arizona (Docket No. T-03267A-06-0105, Docket No. T-01051B-06-0105), Minnesota (Docket No. P421/C06-691).

1 for measured power usage. Qwest’s proposal appears designed to prevent CLECs from
2 requesting power measurement before installing equipment (so that the measure is zero)
3 and then afterward installing equipment and obtaining up to six months of zero usage
4 charges. Eschelon agrees that should not occur. Eschelon’s proposal also accounts,
5 however, for another unfair situation. Until power is measured, Qwest charges based on
6 the amount ordered. If Eschelon is not using the power ordered (such as due to a vendor
7 delay in installing equipment), it should be able to obtain measurement and not pay for
8 power not used. Eschelon’s language treats both situations fairly. Qwest’s language
9 protects Qwest but does not account for Eschelon’s concern.

10 **b. DC Power Quote Preparation Fee (“QPF”)**

11 When Eschelon has paid Qwest to reserve power, there should be no Quote
12 Preparation Fee (“QPF”). Eschelon has paid Qwest a monthly charge for the reservation,
13 so Qwest should not be altering that which was reserved. It should stand ready for
14 Eschelon’s use, because that is what Eschelon is paying for. Qwest’s QPF is redundant
15 and represents double recovery.

16 **b. DC Power Restoration Charge**

17 Issue 8-23 DC Power Restoration Charge (Section 8.3.9.2.1) is closed, subject to
18 Commission approval, with the following language:

19 8.3.9.2.1 DC Power Restoration With Reservation. When power is
20 restored, nonrecurring charges will be applied for the work required to restore the
21 power. The nonrecurring charge will be equal to the nonrecurring charge for
22 reducing the power. See Exhibit A.
23

24 However, should Qwest challenge the language or the closure of this issue, or any other
25 issue noted as closed in this Response, Eschelon reserves all of its rights regarding that
26 issue.

1 **12. NEBS Standards: Issue 8-24**

2 The majority of this section deals with situations in which Qwest claims that
3 Eschelon’s activities or equipment involved in a collocation installation do not comply
4 with applicable safety standards or are in violation of applicable laws or regulations. In
5 such a case, Qwest has an extreme remedy available: it can stop all installation work
6 related to the activities or equipment at issue until the situation is remedied or Eschelon
7 demonstrates that Qwest was mistaken. Eschelon has agreed to these provisions as
8 necessary safety measures to protect personnel and property during installations.

9 Eschelon does not, however, believe that Qwest should be able to cease work on
10 implementing a collocation installation if it learns in the **application process** that
11 Eschelon contemplates installing equipment that Qwest claims is sub-standard. Eschelon
12 proposes language requiring that Qwest notify Eschelon in writing in such an instance
13 and begin a dialog regarding the equipment as necessary. Qwest should not be permitted
14 to wait until the Eschelon is incurring the expense of installing the equipment identified
15 earlier in Eschelon’s collocation application to notify Eschelon of its objections.

16 Furthermore, Section 8.2.3.10 of the ICA, which is agreed to by Qwest and
17 Eschelon, allows Qwest to perform random audits regarding NEBS compliance for
18 collocated equipment. If, during one these audits, Qwest determines that a piece of
19 equipment or the installation does not meet NEBS standards, CLEC must correct the
20 situation in 15 days, or if an immediate concern exists, Qwest will take corrective action
21 immediately at CLEC’s expense. In addition, CLEC will be responsible for
22 compensating Qwest for the costs associated with the time Qwest dedicated to the audit.

1 This shows that there are other avenues available for Qwest to identify and correct
2 any NEBS compliance concerns, and that Eschelon has an additional incentive to act
3 properly, beyond minimizing its own equipment risks, given that any noncompliant
4 equipment would be found in a later audit and Eschelon would be required to pay to
5 correct the situation as well as Qwest’s audit costs. Eschelon’s proposed language is a
6 simple attempt to identify any problem or disagreement early and deal with the issue
7 before the equipment goes in and substantial monies are spent.

8

9 **13. Intentionally Left Blank**

10

11 **14. Nondiscriminatory Access to UNEs: Issue 9-31**

12

13 Very recently, Qwest revealed a new agenda to charge tariff rates for activities
14 that have been performed at TELRIC rates pursuant to Qwest’s Section 251 obligations
15 to provide access to UNEs. Because Qwest did not raise this issue in the cost case or
16 ICA negotiations before Eschelon filed its first arbitration petition,⁵³ Eschelon only
17 learned of it later through Qwest’s new rate proposals, in which Qwest referred to the
18 tariff instead of Commission approved rates for certain elements. According to Qwest,
19 application of TELRIC rates is limited to the enumerated list of UNEs; if not named on
20 that list (such as “loops”), it is not a UNE for which TELRIC rates apply. Qwest
21 described items that are not enumerated as UNEs, for example, as including trouble
22 isolation charges, expedites, design changes, *etc.*, even when these activities are

⁵³ Eschelon filed its petition for arbitration with Qwest in Minnesota on May 26, 2006. Eschelon and Qwest will arbitrate an interconnection agreement in six states (AZ, CO, MN, OR, UT, WA).

1 performed on UNE orders. Despite all of the work that was done in the 271 proceedings
2 relating to nondiscriminatory access to UNEs, now that Qwest has its interLATA
3 authority, Qwest wants to charge its tariff rate for these activities, even when the
4 Commission has previously approved a TELRIC rate. According to Qwest, the
5 Commission does not have jurisdiction to determine such “non-UNE” rates.

6 Although Qwest’s position on this issue is something of a moving target, just this
7 week Qwest has confirmed its intent to attempt to avoid Commission oversight of
8 TELRIC rates in favor of imposing its own tariff rates. On August 31, 2006, Qwest
9 announced that it will post a new “template” interconnection agreement on its website on
10 September 1, 2006.⁵⁴ In its announcement, Qwest described changes it is making to the
11 template agreement that represents its offer to CLECs in interconnection agreement
12 negotiations. Specifically, Qwest said that it has added a reference to Qwest’s tariff to
13 the following rate elements in Exhibit A: Additional Dispatch, Trouble Isolation Charge,
14 Design Charge, Expedite Charge, Cancellation Charge, and Maintenance of Service
15 charge.⁵⁵ Qwest previously made such changes to Exhibit A in negotiations with
16 Eschelon (before changing back to its current position). By changing its position in the
17 arbitrations with Eschelon while maintaining its tariff position outside of arbitration,
18 Qwest seeks to avoid a Commission ruling on these issues. The absence of a
19 Commission ruling gives Qwest the type of flexibility without close scrutiny that it seeks
20 through its CMP advocacy. Given Qwest’s expansive view of CMP, without a
21 Commission ruling in this case, there is little to protect Eschelon from Qwest unilaterally
22 imposing its tariff position (particularly because Qwest claims the Commission does not

⁵⁴ PROS.08.31.06.F.04159

⁵⁵ First Report and Order at ¶ 268.

1 have jurisdiction), after extensive time and resources have been expended on this
2 arbitration. Therefore, Eschelon proposes language in Section 9.1.2, relating to
3 nondiscriminatory access to UNEs, that places the issue squarely before the Commission.
4 A ruling is truly needed to minimize future disputes.

5 Qwest’s position is contrary to the law. Qwest must provide not only the UNE
6 but also meaningful access to the UNE. The FCC found that the requirement to provide
7 “access to UNEs” must be read broadly, concluding that the Act requires that UNEs “be
8 provisioned in a way that would make them useful” and “[t]he ability of other carriers to
9 obtain access to a network element for some period of time does not relieve the
10 incumbent LEC of the duty to maintain, repair, or replace the unbundled network
11 element.”⁵⁶ The FCC’s rules regarding access to unbundled elements prescribe that an
12 ILEC must provide a carrier purchasing UNEs not only the physical facility, but also all
13 the capabilities of providing service, such as add/move/change, provisioning and
14 maintenance and repair. Section 51.307(c) provides: “An incumbent LEC shall provide a
15 requesting telecommunications carrier access to an unbundled network element, along
16 with all of the unbundled network element's features, functions, and capabilities, in a
17 manner that allows the requesting telecommunications carrier to provide any
18 telecommunications service that can be offered by means of that network element.”
19 Eschelon’s proposed language reflects these obligations and needs to be added to the ICA
20 to avoid disputes in light of Qwest’s expressed intention to unilaterally require payment
21 of tariff rates, even when the Commission has approved TELRIC rates.

⁵⁶ First Report and Order at ¶268.

1 Eschelon made its proposal in direct response to Qwest’s assertion that certain
2 miscellaneous activities that are necessary for Eschelon to have nondiscriminatory access
3 to UNEs are “not UNEs” subject to the requirements of Section 251. Qwest has claimed,
4 and may claim here, that Eschelon is trying to require Qwest to provide a “yet unbuilt
5 superior network” and that Eschelon is trying to obtain modifications to UNEs without
6 paying for them. This is not Eschelon’s intent, nor is it what Eschelon’s proposed
7 language requires. Eschelon seeks to confirm Qwest’s obligation to provide access to
8 UNEs on nondiscriminatory, just and reasonable terms under Section 251, as it has
9 throughout the term of its existing interconnection agreement. Eschelon has no objection
10 to paying Qwest cost-based rates for activities necessary to provide access to UNEs.
11 What it objects to is Qwest’s attempt to read access to UNEs out of the ICA and out of
12 Section 251 by providing those activities that are part and parcel of such access not under
13 the terms of the ICA, but under the terms of its access tariff.

14 **15. Delayed Orders When Facilities Are Not Available – Issues 9-32 and**
15 **9-32 (a) through (c)**
16

17 Several related provisions in the ICA, that are grouped together here, all relate to
18 CLEC orders that are delayed beyond the due date because facilities are unavailable (*i.e.*,
19 “held” orders). The issue is whether: 1) such an order should remain open until Qwest
20 either fills the order (because facilities become available) or Eschelon cancels the order
21 (*e.g.*, because its customer no longer wants Eschelon to provide the facilities) or 2)
22 Qwest should be allowed to cancel the order automatically after a set number of days and
23 moving Eschelon (and its customer) to the end of the queue for those facilities. Eschelon
24 proposes four alternative language options for resolution of this issue.

1 ILECs must provision UNEs to CLECs on terms and conditions that are no less
2 favorable than the terms and conditions under which the ILECs provide such elements to
3 themselves.⁵⁷ Qwest does not automatically cancel its own customers' held orders after
4 30 days although it does cancel CLEC orders that are held for facilities after 30 days.
5 Qwest implemented this cancellation of held orders policy over Eschelon's objection in
6 CMP. Qwest denied Eschelon's change request in CMP in early 2002. The CMP
7 document provides that, after denial, Eschelon may bring this issue to the Commission in
8 any forum. Eschelon chose this arbitration as the forum (not knowing at the time how
9 long negotiations would take).

10 Facilities should be available on a first come, first-served basis.⁵⁸ Agreed upon
11 language in Section 9.2.2.1, for example, states: "Should additional facilities be available
12 after all held orders are filled, Qwest will make the additional facilities available to fill
13 new orders on a first come, first served basis. . . ." In situations when an end user
14 customer chooses Eschelon, Eschelon submits that order, and Eschelon is first in line (the
15 "queue") to obtain facilities, Qwest should not be able to invalidate that customer's
16 choice and Eschelon's order based on an arbitrary policy unrelated to both the end user's
17 and Eschelon's continuing desire to remain first in line for those facilities. If Eschelon's
18 delayed order is cancelled and facilities subsequently become available, a carrier that was
19 not the first to come, gets served before Eschelon. That carrier may be Qwest.

20 Eschelon has shown great flexibility in attempting to address this issue. If the
21 objection, for example, is that the language poses an administrative burden for Qwest,

⁵⁷ 47 C.F.R. §51.313(b); *First Report and Order* ¶315.

⁵⁸ Paragraph 585 of the FCC First Report and Order CC Docket No. 96-98 (Released 8/8/96):
"LECs will thus be required to make space available to requesting carriers on a first-come, first-served
basis."

1 Eschelon has offered alternatives that shift the burden to Eschelon. The first option of
2 the four options is the most consistent with public policy, but Eschelon offers any of
3 these options for consideration by staff and the Commission as to which is most in the
4 public interest. The four options are: (1) The delayed order will remain open until Qwest
5 fills it or CLEC cancels it to ensure the end user and Eschelon retain their position in
6 queue and the customer gets its choice (as is currently done in the state of Washington);
7 (2) the delayed order will remain open for 90 days, instead of the 30 proposed by Qwest,
8 with no other change in the language regarding availability of facilities; (3) the delayed
9 order will be canceled after 30 days (or 90 days) but CLEC may resubmit the order
10 within 3 business days to retain its position in queue; or (4) the delayed order will be
11 canceled after 30 days (or 90 days) unless CLEC submits a supplemental order before
12 then to extend the due date (instead of rejecting the supplemental order). Qwest rejected
13 each of these alternatives for a long period of time—evidence that its real concern is not
14 the alleged administrative burden but rather the competitive advantage it gains from its
15 proposal.

16 The language of the first option (order remains open and is not canceled) is the
17 same as language adopted by the Washington Commission.⁵⁹ As Washington is the only
18 Commission in Qwest territory to date to have ordered this language, it is the only state
19 where Qwest does not cancel held orders after 30 days. As Qwest will not do so unless
20 ordered, the Commission should order this language to prevent discrimination and protect
21 end user customers and their choice of carriers. This option best ensures that the
22 customer that is “first come” will be “first served.”

⁵⁹ WA 271 Order, pp. 8-15.

1 Eschelon’s second option is for the delayed order to remain open for 90 days,
2 instead of the 30 initially proposed by Qwest, with no other change in the language
3 relating to availability of facilities. This is less desirable from a public policy standpoint,
4 because the same situation occurs on Day 92 as described above for Day 32 – the end
5 user customer and its carrier of choice lose their “first come” status and go to the end of
6 the queue. But, at least there is longer period of time during which facilities might
7 become available while CLEC and its end user are still first in queue.

8 Although Qwest has recently changed its proposal to 90 days, it did so initially by
9 conditioning that 90-day offer upon adoption of new language (“in the ground”) that
10 changes the long-standing language regarding “availability of facilities.” Qwest later
11 retracted that addition. Very recently, on June 1, 2006 -- after Eschelon filed its first
12 arbitration petition asking regulators to review Qwest’s conduct -- Qwest, via CMP,
13 issued a notice adopting, in part, the extension from 30 days to 90 days that Eschelon had
14 originally proposed. Eschelon responded in CMP by requesting that Qwest include all
15 four of Eschelon’s alternative proposals for CLEC consideration. The CMP Document
16 allows Qwest several alternatives for responding to such a comment, such as placing it on
17 a meeting agenda or scheduling an ad hoc call to discuss. Instead, Qwest merely
18 “acknowledged” Eschelon’s comment. On July 14, 2006, Qwest implemented the one
19 alternative it preferred, the 90 day hold policy described in Qwest’s original notice,
20 without discussion of the other alternatives. Qwest *did not include* in its CMP notice
21 new language, later proposed to Eschelon to change the long standing language relating
22 to “unavailability” of facilities (which is part of its current practice as still reflected in its
23 current PCAT) to Qwest’s new “in the ground” ICA language that it proposes in

1 arbitration today. In other words, the only change that Qwest put through CMP, to
2 support its arbitration position that CMP is where the issue belongs, is the issue of 30
3 versus 90 days. This is a CLEC friendly position and got no real opposition, other than
4 Eschelon's comment.

5 In contrast, *after* Qwest submitted the 90-day issue to CMP, Qwest provided its
6 brand new proposal to change "available" to "in the ground" in Section 9.2.2.3.2 in the
7 ICA negotiations, *without any CMP activity*. This shows Qwest is willing to accept ICA
8 language that is not "uniform," even though an issue affects multiple CLECs, when the
9 non-uniform provision benefits Qwest. Qwest should not be able to pick and choose
10 when an issue belongs in ICA or CMP in this results oriented manner.

11 Qwest's handling of the issue of held orders when facilities are not available is
12 another example of Qwest using CMP as a shield and a sword, when convenient to do so
13 and with the result, if successful, of diminishing Commission oversight. Qwest has since
14 retracted its "in the ground" proposed ICA language. Qwest had an opportunity to
15 choose its preferred alternative among the four options offered by Eschelon to avoid
16 litigation and did not, so now it is in litigation, and Commission may consider the merits
17 of all four proposals and adopt the one that it finds is most in the public interest. For
18 example, in Minnesota, the Department of Commerce has indicated it has questions about
19 parity and the treatment of Qwest's retail end users on this issue so it conducted
20 discovery on that issue. Eschelon will not foreclose any public policy review by early
21 closure of this issue. If the staff and Commission indicate that Qwest's preferred option
22 (#2) is acceptable, Eschelon will not object to selection of option #2.

23

1 **16. Network Maintenance And Modernization: Issues 9-33, 9-34, 9-35,**
2 **and 9-36**

3
4 **a. Affect on End User Customers**

5 The parties have agreed that Qwest may make necessary modifications and
6 changes to UNEs in its network on an as needed basis and that such changes “may result
7 in minor changes to transmission parameters.”⁶⁰ Eschelon has proposed language that
8 clarifies that Qwest may not disrupt or disable a CLEC’s previously reliable, working
9 circuit in the name of “modernization.” Eschelon’s proposed clarification does not arise
10 from an idle concern; Qwest takes the position that a network modification may be
11 considered “minor” even if the change results in a service outage. The Customer whose
12 previously working service is permanently disabled would hardly describe this as
13 modernization with a minor impact, however.

14 **b. Location at which changes occur**

15
16 The second issue in Section 9.1.9 relates to the FCC’s requirement that ILECs
17 provide CLECs advance notice of network changes. Eschelon has proposed language
18 that would require Qwest, *only* in those circumstances when modifications and changes
19 to the UNEs in its network addressed in a Qwest notice are “End User Customer
20 specific,” to include circuit identification and customer address, as part of any notice of
21 network changes. If the changes are specific to an Eschelon End User Customer, there is
22 no reason why Qwest should not provide this information so that Eschelon may have
23 sufficient information to assist its Customer. Qwest contends, incorrectly, that Eschelon
24 would impose an obligation that goes beyond what the FCC requires.

⁶⁰ See proposed ICA Section 9.1.9; see SGAT Section 9.1.9.

1 In 47 C.F.R. § 51.327, the FCC provides a list of items that a public notice of
2 network changes must include. The rule states that the list is a minimum and is not all-
3 inclusive. Part (a)(4) of § 51.327 states that the list must include “the location at which
4 the changes will occur.” The term “location” must be considered in the context of 47
5 C.F.R. § 51.325(a), which states that the public notice must include notice regarding any
6 network change that “will affect a competing service provider's performance or ability to
7 provide service.”

8 Eschelon’s proposal is consistent with these rules. It provides that, *if* the network
9 changes are Customer-specific, Qwest will provide the information necessary to provide
10 the location of the Customers for whom Eschelon’s performance will be affected. That
11 necessary information is circuit identification and customer addresses. The former is the
12 generally accepted locator within the network and the latter is the locator within the
13 CLEC’s list of customers. Without this information, the notice will not fulfill the
14 intended purpose.

15 **c. Emergencies**

16 The third issue relating to network modification concerns how Qwest will
17 communicate information so Eschelon will be able to assist its End User Customers in
18 resolving the resulting service issue. Under the repair process, Eschelon contacts
19 Qwest’s repair department for status updates, which Eschelon then passes on to its End
20 Users. If the Qwest repair department has not made the connection between the Qwest
21 maintenance or modernization activity and Eschelon’s Customer’s outage but other
22 Qwest representatives are aware of it, valuable time will be lost in restoring service.
23 Eschelon’s proposed language is reasonably limited to situations when the Qwest
24

1 personnel conducting the activities are aware of an emergency that is affecting multiple
2 customers so they can convey it to Qwest repair.

3 **d. Charges**

4
5 No charges apply to the dispatches undertaken by Qwest as a result of
6 emergencies caused by Qwest's network maintenance and "modernization" activities.
7 This is logical because Qwest should not be allowed to charge Eschelon to repair an
8 emergency Customer disruption that Qwest caused when doing that work. Eschelon
9 moved some language relating to emergencies from 9.1.9 to Section 9.1.9.1 and
10 expanded upon it for the reasons described above. Placement of the language dealing
11 with emergencies does not change the reason why Qwest cannot charge Eschelon for
12 these dispatches. Whether emergencies are addressed in Section 9.1.9 or in a separate
13 section, Qwest caused the emergency doing work of its own and cannot charge Eschelon
14 for any related dispatch to repair the service back to where it was before Qwest caused
15 the problem. Particularly given Qwest's opposition which suggest that Qwest may
16 attempt to charge Eschelon for Qwest-caused outages, the ICA needs to clearly reflect
17 that no charges will apply in that case.

18 **17. Caps – Data relating to caps: Issue 9-39**

19
20 Section 9.1.13 sets out the procedure for self-certification when Eschelon orders
21 high capacity loops and transport UNEs. If Qwest disputes that certification, or a dispute
22 otherwise arises, Eschelon's proposed language provides a mechanism for attempting to
23 resolve that dispute. That mechanism requires Qwest to provide to CLEC information
24 needed to resolve the dispute. For example, in the wire center proceedings, the parties
25 have been able to resolve issues after Qwest provided data to CLEC that were not

1 resolved without that data. Qwest would need to gather the data in any event to bring its
2 dispute to the Commission. The process proposed by Eschelon is efficient and will
3 reduce the likelihood of disputes before the Commission.

4 **18. Conversion: Issues 9-43, 9-44, and 9-44(a) – (c)**
5

6 A conversion happens when a circuit that was formerly available as a UNE must
7 be converted to a non-UNE alternative arrangement, as the result of a finding of “non-
8 impairment.” The FCC found that “as contemplated in the Act, individual carriers will
9 have the opportunity to negotiate specific terms and conditions necessary to translate our
10 rules into the commercial environment, and to resolve disputes over any new contract
11 language arising from differing interpretations of our rules.”⁶¹ Such a “conversion”
12 involves only changing the rate charged for the facility and, in the vast majority of
13 circumstances, the CLEC and its End User Customer will use the same facility that was
14 used before the conversion. These conversions are required solely for purposes of
15 implementing a regulatory construct and have nothing to do with improving or otherwise
16 managing the Customer’s service – in essence, the conversion is intended to re-label what
17 was before a UNE but is now considered to be something different.

18 The FCC addressed the issue of conversions in the *TRO*⁶² and found that
19 conversions should be seamless from the End User’s perspective and should involve only
20 billing changes from Qwest’s perspective. At paragraph 586 of the *TRO*, the FCC
21 explained the seamlessness of conversions:

⁶¹ *TRO*, pp. 14-15. Similarly, the Washington Commission has found that this transition away from UNEs is within the scope of Sections 251 and 252 of the Act. Washington ALJ Report in Verizon-CLEC arbitration (Order No. 17), at ¶150.

⁶² The *TRO* addressed conversions from UNEs to wholesale services and from wholesale services to UNEs.

1 Converting between wholesale services and UNEs or UNE combinations
2 should be a seamless process that does not affect the customer’s
3 perception of service quality.

4
5 The FCC codified the requirement that conversions should be seamless from the
6 perspective of the CLEC’s End User in 47 C.F.R. §51.316(a) as follows:

7 (b) An incumbent LEC shall perform any conversion from a wholesale
8 service or group of wholesale services to an unbundled network element
9 or combination of unbundled network elements without adversely
10 affecting the service quality perceived by the requesting
11 telecommunications carrier’s end-user customer.

12
13 Consistent with the FCC’s direction to minimize Customer disruption, Eschelon
14 has proposed language regarding conversions that would require such conversions to be
15 handled as the billing changes that they are. Thus, Qwest would not change the circuit ID
16 and would bill for the circuit under the alternative arrangement though the use of a billing
17 “adder” or “surcharge.” Such re-pricing is technically feasible and is similar to the way
18 that Qwest handled pricing changes in its Qwest Platform Plus agreements.

19 Eschelon’s proposed language would also provide that a conversion would not
20 result in a change to the circuit ID. The changing of a circuit ID when a circuit is
21 converted from a UNE to an alternative arrangement is not only unnecessary, it creates
22 the potential for Eschelon and its Customers to experience disruption. If, as part of that
23 conversion, Qwest changes the circuit ID for the circuit that is already in place and
24 working well for the Customer, additional service and billing problems may occur at a
25 later date. For example, if six months after the conversion, the End User calls Eschelon
26 with a repair but the circuit ID is incorrect as a result of conversion activity, Eschelon
27 may not even be able to open a ticket with Qwest because Qwest requires a correct circuit
28 ID to open a ticket. When a ticket is opened, the repair will be delayed and require

1 additional resources to resolve. All of this can be avoided. If Eschelon’s re-pricing
2 proposal is adopted, the circuit IDs will not change, and the risk of such problems arising
3 will be eliminated.

4
5 **19. Intentionally Left Blank**
6

7
8 **20. Products and Services that Qwest Seeks to Phase Out: Issue 9-50**
9 **(Subloops - Cross Connect/Wire Work by Qwest) and Issue 9-53**
10 **Unbundled Customer Controlled Rearrangement Element**
11 **(“UCCRE”)**
12

13 In response to Qwest’s claim that it is discontinuing, “on a going forward basis,”
14 providing cross-connects for CLECs, Eschelon modified its proposal (which was
15 previously the Qwest-AT&T ICA language for this provision) on this issue to require
16 only that, if Qwest performs or offers to perform this service for another CLEC during
17 the ICA’s term, it will notify Eschelon and offer to amend the agreement to provide this
18 service on the same terms and conditions as provided to the other CLEC. This issue
19 presents a straight-forward application of the prohibition against discrimination and
20 Qwest’s assertion that it has “no legal obligation” to perform cross-connects for Eschelon
21 is contrary to that prohibition.⁶³ Although Qwest states that it intends to discontinue this
22 offering on a “going forward basis,” it remains that other CLECs have this service
23 available under the SGAT and their current ICAs, including ICAs that were recently
24 approved by the Commission between Qwest and AT&T and between Qwest and Covad.
25 Qwest cannot, consistent with its obligation to not discriminate, offer such a UNE term

⁶³ See 47 U.S.C. § 251(c)(3) (duty of local exchange carrier to nondiscriminatory access to network elements on an unbundled basis).

1 under its ICAs with other carriers but refuse to make that term available under its
2 agreement with Eschelon.

3 Eschelon also offers an alternative “phase out” proposal for Subject Matter
4 Numbers 20 and 23 for all six states, in response to comments received by the Minnesota
5 DOC on the need for a process for Commission review when Qwest seeks to phase out a
6 product. Qwest has opposed Eschelon’s proposed contract language regarding Qwest’s
7 obligation to provide cross connect/wire work (Subject Matter No. 20/Issue 9-50) and
8 Unbundled Customer Controlled Rearrangement Element (“UCCRE”) (Subject Matter
9 No. 22/Issue 9-52), primarily on the ground that there is no CLEC demand for these
10 products and that Qwest, therefore, is discontinuing offering them on a going forward
11 basis. In connection with its analysis of these two issues, the Department recommended
12 that the ICA include language that would enable Qwest to “phase out” elements that are
13 either no longer required or not needed. In response to that recommendation, Eschelon
14 has proposed alternative language that would allow Qwest to phase out elements, subject
15 to Commission review. Specifically, Eschelon offers the newly proposed language as a
16 package alternative to Eschelon’s proposed language for Issue 9-50 (Section 9.3.3.8.3
17 and 9.3.3.8.3.1) and Issue 9-53 (Section 9.9 and subparts). Eschelon proposes placing the
18 language in Section 1.7, because this section already deals with ICA amendments. As
19 Section 1.7.1, in a sense, deals with the “phasing in” of new products, Section 1.7.3
20 seemed like a logical place to place language relating to the “phasing out” of products.

21

22 **21. Intentionally Left Blank**

23

24

25 **22. Unbundled Customer Controlled Rearrangement Element**
26 **(“UCCRE”): Issue 9-53 – Alternative Proposal**

1
2 If the phase out proposal described with respect to Subject Matter number 20 is
3 not adopted, Eschelon continues to offer its proposal #1 for Issue 9-53. Unbundled
4 Customer Controlled Rearrangement Element (“UCCRE”), when available, enables
5 Eschelon to control the configuration of UNEs or ancillary services on a Near Real Time
6 basis through a digital cross connect device. Qwest argues that, because the FCC omitted
7 a reference to “digital cross-connect systems” when it re-wrote the unbundling rule, it is
8 not obligated to provide UCCRE as a UNE. Qwest is wrong for two reasons: (1) Qwest
9 misinterprets the FCC’s unbundling rule; and (2) aside from the FCC’s identification of
10 the network elements that must be unbundled pursuant to Section 251, the prohibition on
11 discrimination requires that Qwest provide Eschelon with UCCRE as a UNE, as it does
12 other CLECs. Qwest’s claim that other CLECs do not order this element is insufficient
13 so long as other CLECs continue to have that element available to them. UCCRE
14 remains generally available to other CLECs through Qwest’s SGAT.

15 **22A. Issue 9-51: Application of UDF-IOF termination (fixed) rate element**
16 **(Section 9.7.5.2.1.a)**
17

18 This issue concerns how the recurring rate for UDF-IOF terminations will apply.
19 Eschelon has proposed two alternatives. The first alternative mirrors the language from
20 Qwest’s SGAT, so it is difficult to understand why this alternative is not acceptable to
21 Qwest. Qwest, however, has proposed the addition of a phrase, providing that the rate
22 applies “per cross-connect provided on the facility.” The rate for this element will not
23 change and it is unclear how Qwest believes that the addition of this phrase impacts the
24 application of the rate. In order to address what Eschelon believes Qwest may be getting

1 at with this phrase, Eschelon’s second proposal includes language that clarifies that the
2 rate applies to each of the end points of the facility.

3 **23. Different UNE combinations: Issue 9-54 and 9-54(a)**⁶⁴
4

5 This dispute concerns the terms and conditions under which Qwest will make
6 UNE Combinations available. Eschelon’s first proposal for the disputed sentence in
7 Section 9.23.2 is identical to language in the Qwest-AT&T ICA approved by this
8 Commission. Eschelon is also willing, as another option, to use the corresponding
9 sentence from the Oregon SGAT in this provision: “. . . Qwest will provision UNE
10 combinations pursuant to the terms of this Agreement without requiring an amendment to
11 this Agreement, provided that all UNEs making up the UNE Combination are contained
12 in CLEC’s Interconnection agreement. . . .”⁶⁵ In either case, Eschelon’s proposal
13 establishes that, if the individual elements to be combined are addressed in the ICA,
14 Qwest must combine them without claiming an amendment is needed.

15 Qwest, in contrast, seeks to limit its obligation to provide UNE Combinations
16 under the Agreement to those circumstances when “all individual UNE rates, terms and
17 conditions included in the UNE Combination are contained in the Agreement.” Qwest’s
18 proposal opens a potentially significant loophole that makes it possible for Qwest to insist
19 on slightly different or additional terms, even though all of the elements making up the
20 UNE Combination are in the ICA. It would take little imagination to devise some
21 allegedly new term that requires an amendment. Doing so leaves the CLEC with the
22 alternative of either signing the unnecessary amendment or expending resources on an
23 action before the Commission.

⁶⁴ For issues relating to Loop-Mux Combinations, see below at Issue 9-61.

⁶⁵ Oregon SGAT § 9.23.2.

1 The second issue relating to UNE Combinations concerns the rate to be charged
2 for such Combinations. As required by Section 9.23.2, Qwest must provision UNE
3 Combinations when the elements making up that combination are contained in the ICA.
4 The rates for each element are set forth in Exhibit A. Eschelon’s first proposal confirms
5 that Qwest will not charge a recurring rate that is greater than the total of the recurring
6 rates in Exhibit A for the combination. Eschelon’s second proposal includes additional
7 language confirming that, if Qwest provides cost support and obtains Commission
8 approval, the Commission approved rate will apply as ordered by the Commission. The
9 need for this provision is particularly great given Qwest’s position with respect to Section
10 9.23.2, as it causes concern that Qwest seeks to create such a rate and require CLECs to
11 sign an amendment containing the new Qwest rate before CLECs can combine UNEs in
12 their existing ICAs, even when each element already has a rate in Exhibit A.

13 **24. Loop-Transport Combinations: Issue 9-55**

14
15 The crux of the issue presented by these disputed sections is how Loop-Transport
16 Combinations will be treated under the ICA, particularly if they involve commingling
17 (*i.e.*, combining a UNE with a non-UNE). Qwest is attempting to position commingling
18 so that, if any part of such a Combination is not a UNE, then the non-UNE’s terms can
19 dictate how the UNE is ordered, provisioned, and repaired. The Commission should
20 retain its jurisdiction over the UNE component of Loop-Transport Combinations
21 (including the UNE in a Commingled EEL) and ensure that terms that affect the UNE are
22 included in the filed and approved ICA.

23 In Section 9.23.4, Eschelon has proposed a definition of “Loop-Transport
24 Combination” which mirrors the way that the FCC has used that term, to define any

1 combination of loop and transport.⁶⁶ The use of this defined term is efficient from a
2 drafting perspective because it provides an umbrella that includes three of the types of
3 Loop-Transport Combinations that are specifically addressed in the ICA currently –
4 EELs, Commingled EELs, and High Capacity EELs – thus avoiding having to repeat all
5 three terms throughout the document. Further, this proposed definition makes clear that
6 only the UNE components of a Loop-Transport Combination are subject to the ICA. It
7 also expressly states that, if no component is a UNE, the combination is not governed by
8 the ICA, to eliminate any suggestion that the terminology is some kind of attempt to
9 govern non-UNEs in the ICA. Eschelon’s proposed language also expressly recognizes
10 that there is not currently a Qwest product called “Loop-Transport Combination.” In
11 other words, Eschelon has addressed each of Qwest’s objections to these provisions in
12 contract language, showing that Eschelon stands by its commitment that it is not
13 attempting to do any of the objectionable things that Qwest has alleged may result from
14 use of this accurate terminology.

15 **25. Service Eligibility Criteria – Audits: Issues 9-56 and 9-56(a)**

16 Qwest and Eschelon agree that Qwest shall have the right to conduct an audit to
17 determine Eschelon’s compliance with the Service Eligibility Criteria applicable to High
18 Capacity EELs. Two issues remain to be resolved with respect to such audits. First, is
19 Qwest entitled to conduct an audit “without cause”? Second, should Qwest be required
20 to provide Eschelon with known information supporting its audit request?
21

⁶⁶ See *TRO* ¶¶ 25 & 575 (both using “loop-transport combinations”); see also *TRO* ¶ 599 (“We apply the service eligibility requirements on a circuit-by-circuit bases, so each DS1 EEL (*or combination of DS1 loop with DS3 transport*) must satisfy the service eligibility criteria.”)(emphasis added).

1 Eschelon’s proposal would allow Qwest to perform an audit when it has a concern
2 that Eschelon has not met the Service Eligibility Criteria. Qwest has rejected this very
3 modest limitation on its audit rights, in effect insisting that it should be able to conduct an
4 audit without cause. The FCC held, however, that “audits will not be routine practice,
5 but will **only** be undertaken when the incumbent LEC has a concern that a requesting
6 carrier has not met the criteria for providing a significant amount of local exchange
7 service.”⁶⁷ Before Eschelon is put to the work and expense that an audit necessarily
8 entails, Qwest should be required to have at least some reason to believe that there may
9 be noncompliance that will be uncovered by an audit. Otherwise, the audit process
10 becomes not a reasonable measure for assuring compliance, but rather, the very sort of
11 “routine practice” that the FCC precluded. Eschelon’s proposed language allows Qwest
12 to fully protect its interest in verifying compliance with the Service Eligibility Criteria
13 while protecting Eschelon from undue burden without cause.

14 Eschelon also proposes that Qwest be required to describe its concern regarding
15 Eschelon’s compliance with the Service Eligibility Criteria and that Qwest be required to
16 identify any non-complying circuits that it has identified. Eschelon’s proposal would
17 require Qwest to provide information that may allow Eschelon to respond to Qwest’s
18 articulated concerns and further early resolution.

19 Eschelon’s notice proposal is not burdensome. Qwest knows the reason for its
20 concern and must merely state it. In addition, the language states only that Qwest will

⁶⁷ See *TRO* at ¶621 (citing *Supplemental Order* 15 FCC Rcd. 9587, 9603-04, n. 86 (emphasis added); see also *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Supplemental Order Clarification (2000), *aff’d sub nom. CompTel v. FCC*, 309 F.3d 3 (D.C. Cir. 2002).

1 provide, upon request, a list of allegedly non-complying circuits “if any” only if Qwest
2 has identified such circuits “as of that date.” If Qwest has a list of non-complying
3 circuits, there is no reason for it to not provide that information to facilitate root cause
4 analysis and allow CLEC to respond fully. If Qwest does not have such a list, the
5 language places no burden on Qwest to create one.

6 **26. Commingled EELs/arrangements: Issues 9-58, 9-58(a)-(e), and 9-59**

7
8 **a. Ordering, billing and circuit ID for Commingled**
9 **Arrangements**

10
11 Eschelon proposes use of a single LSR, single circuit ID, and single bill for point-
12 to-point Commingled EELs, just as Qwest provides a single LSR, single circuit ID, and
13 single bill for point-to-point UNE EELs today. This proposal is based on the fact that a
14 commingled EEL is nothing more than a point-to-point circuit with multiple segments.
15 As such, it is a network facility that Qwest has been provisioning, maintaining and
16 repairing for decades, whether in the form of a special access circuit, an EEL or, now, a
17 commingled EEL. Thus, there is absolutely nothing new about a commingled EEL from
18 a technical, network, provisioning or maintenance standpoint. Therefore, the terms based
19 upon well-established history proposed by Eschelon should be acceptable to Qwest.

20 Instead, desiring to drive as much wholesale commingled EEL traffic to its
21 exorbitantly priced retail tariff products as possible, Qwest proposes fundamental
22 operational changes that ensure both a terrible End User Customer experience and the
23 complete inability of any CLEC to actually and successfully use the commingled EEL
24 product. In other words, Qwest’s proposal is reminiscent of Qwest’s initial proposals
25 when UNE-P was first introduced when Qwest also tried to make ordering and
26 provisioning of UNE-P so difficult as to render it useless. Qwest’s proposed operational

1 changes will delay provisioning of commingled EELs, interfere with proper testing of the
2 commingled circuit, and unnecessarily complicate billing. Since these changes are
3 unnecessary to accomplish Qwest's stated purposes, and their ultimate impact and effect
4 is transparently anti-competitive, Qwest's proposed language for these provisions should
5 be rejected.

6 Alternatively, if the Commission does not accept Eschelon's proposal with
7 respect to ordering commingled EELs on a single order form, billing such arrangements
8 on a single bill, and assigning commingled circuits a single circuit ID, Eschelon requests
9 that Qwest be required to relate the non-UNE and UNE portions of the commingled
10 arrangement so that Eschelon can easily identify the facilities that are combined. Absent
11 an identified relationship between the UNE and non-UNE segments of an EEL, no CLEC
12 can feasibly use a commingled EEL. This would not be an acceptable implementation of
13 the FCC's mandate to eliminate restrictions on commingling.

14 **b. Intervals for Commingled Arrangements**

15
16 For commingled arrangements, including Commingled EELs, Eschelon proposes
17 that the interval be the longer interval of the two facilities being commingled. Although
18 Qwest's proposal, on its face, appears to be similar, Eschelon's proposal allows the
19 Commission to retain full jurisdiction over the UNE while Qwest's proposal allows
20 factors outside the approved ICA to change the operation of the UNE terms, in
21 contradiction to the ICA. For example, Qwest's language in Section 9.23.4.5.4 appears
22 to allow a CLEC to order a UNE loop and tariffed transport on separate service requests
23 on the same day and then, pursuant to Section 24.3.2, calculate the interval. If that were
24 true, the result would be the same as under Eschelon's proposed language and the longer

1 interval would be the latest date for installation of the two services. That, in fact, is not
2 how the interval will be determined. That is because Qwest, through its PCAT, requires
3 the UNE and the non-UNE parts of the circuit to be ordered consecutively, which
4 lengthens the total time required (i.e., the latest date for installation of the two services is
5 pushed out).

6 **c. Maintenance and Repair for UNE Component of Commingled**
7 **EELs**

8
9 Unlike Eschelon, Qwest does not propose repair language for the UNE
10 component of commingled EELs. Qwest proposes deletion of Eschelon's language.
11 This, combined with the fact that Qwest leaves the UNE repair language unchanged,
12 could suggest that repairs for the UNE component of the EEL will remain unchanged.
13 Information that Qwest has posted on its website, without obtaining Commission
14 approval or even using CMP, tells a different story.

15 Currently, for UNE EELs, CLEC opens a trouble report and Qwest assigns a
16 trouble ticket number.⁶⁸ When CLEC opens the ticket, the clock starts running under the
17 PIDs for mean time to repair.⁶⁹ For Commingled EELs, however, Qwest requires CLECs
18 to use a different process that adds delay for CLEC Customers while building in
19 protection against PID payments for Qwest. Like the consecutive placement of orders
20 required for commingled arrangements, this is also a consecutive process, with special
21 access first. When a CLEC Customer served by a commingled EEL experiences a
22 service affecting problem, Qwest requires the CLEC to first submit an Assist Ticket (AT)
23 on the special access portion of the EEL, even though the trouble may be on the loop

⁶⁸ See ICA Section 12.1.3.3.3.1.1.

⁶⁹ See ICA Exhibit B (MR-5).

1 portion of the circuit. An AT does not start the clock running under the PIDs for mean
2 time to repair. Only if Qwest does not find trouble on the special access portion of the
3 EEL will Qwest will contact the CLEC and ask the CLEC to open a repair ticket on the
4 loop portion of the EEL.

5 The Customer is out of service the entire time and does not know or care whether
6 the trouble is in one circuit or the other. The Customer just wants it repaired. This
7 process will certainly delay repair time for the Customer's service when the trouble is in
8 the loop, but that additional delay will not affect Qwest's PID performance under the
9 ICA.⁷⁰

10 If Eschelon opens trouble tickets on both circuits (UNE and non-UNE), this
11 increases the likelihood of incurring additional charges because Qwest is choosing to
12 treat them as multiple circuits instead of one point-to-point circuit (with one circuit ID).
13 Finding trouble on both circuits of a commingled EEL at the same time is likely rare.
14 Much more likely is that the trouble is on one circuit or the other, but the parties do not
15 know which one. If Eschelon simultaneously opens a ticket on both circuits (assuming
16 Qwest accepts them) to avoid delay, Qwest will code one ticket as no trouble found
17 (NTF) in every case in which the trouble is on one of the two circuits. Qwest charges the
18 CLEC maintenance of service charges on tickets that Qwest codes as NTF. Eschelon has
19 to do more work to open and track more tickets, while paying Qwest more charges.

20 **27. Multiplexing (Loop-Mux Combinations): Issues 9-61 and 9-61(a) – (c)**
21

22 Qwest has offered unbundled multiplexing in three ways: as part of a multiplexed
23 EEL, as part of a Loop-Mux Combination, and as a stand alone UNE. The Commission

⁷⁰ See ICA Exhibits B & K.

1 has set TELRIC rates for unbundled multiplexing and the UNE rates established for loops
2 and transport include the cost of multiplexing where appropriate. Multiplexing is a
3 “feature, function, or capability” associated with both unbundled loops and transport and,
4 pursuant to the FCC’s unbundling rules, Eschelon is entitled to use that feature, function,
5 or capability.⁷¹ In addition, the definition of “Routine Network Modification” (to which
6 the parties have agreed) states that this term means “activities of the type that Qwest
7 undertakes for its own End User Customers” and expressly includes “deploying a new
8 multiplexer or reconfiguring an existing multiplexer.”⁷² Qwest has argued, however, that
9 it need not provide multiplexing at the TELRIC rates established by this Commission.

10 Although Eschelon disagrees, Eschelon’s position in this arbitration only requires
11 Qwest to provide multiplexing at UNE rates when the loops and/or transport connected to
12 the multiplexer are UNEs. This would include providing multiplexing at UNE rates in
13 connection with multiplexed EELs (*i.e.*, a combination of loop and transport where the
14 loop and transport components have different bandwidths and multiplexing is necessary
15 to connect the facilities) and also as part of a Loop-Mux Combination when unbundled
16 loops are connected to the multiplexer and the multiplexer is connected to Eschelon’s
17 collocation, with no transport provided.

18 Qwest’s contention that it is not required to provide unbundled multiplexing in
19 connection with Loop-Mux Combinations is apparently based on the *Virginia Arbitration*
20 *Order*.⁷³ Qwest’s reliance on that decision is misplaced, however. First, Qwest’s

⁷¹ See 47 C.F.R. § 51.307(c).

⁷² See also 47 C.F.R. § 51.319(a)(7).

⁷³ In re Petition of WorldCom, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc., and for

1 argument ignores the procedural posture of the *Virginia Arbitration Order*. The decision
2 was the result of an arbitration by the FCC’s Common Carrier Bureau, acting in the stead
3 of the Virginia state utilities commission, pursuant to 47 U.S.C. § 252(e)(5), where the
4 state commission did not carry out its responsibilities. Accordingly, the decision is no
5 more binding on this Commission than would be the decision of any other state
6 commission.

7 Second, Qwest ignores the very limited scope of the Common Carrier Bureau’s
8 decision on this issue. As the Bureau noted, WorldCom withdrew its claim that it was
9 entitled to “Loop Concentrator/Multiplexer” as a network element.⁷⁴ Accordingly, the
10 Bureau did not need to reach the substantive issue presented here. Furthermore, the
11 Bureau specifically emphasized that its decision should not be interpreted as an
12 endorsement of the Verizon position regarding the availability of unbundled multiplexing
13 associated with Loop-Mux Combinations: “We emphasize that our adoption of Verizon’s
14 proposed contract language on this issue *should not* be interpreted as an endorsement of
15 Verizon’s substantive positions expressed in this proceeding regarding its multiplexing
16 obligations under applicable law.”⁷⁵ Thus, the *Virginia Arbitration Order* cannot, by its
17 plain terms, be read as limiting the ILEC’s obligations to provide unbundled
18 multiplexing.

19 Loop-Mux Combination refers to the combination of a loop and multiplexing
20 equipment. Regardless of whether Qwest must provide unbundled multiplexing, the

Expedited Arbitration, CC Docket No. 00-28, Memorandum and Order, 17 FCC Rcd 27039 (2002) (“Virginia Arbitration Order”).

⁷⁴ Virginia Arbitration Order at ¶487.

⁷⁵ *Id.* at ¶ 490 (emphasis added).

1 UNE Loop is a component of the Loop-Mux Combination. Therefore, it is appropriate
2 that 9.23.2, which sets forth general terms and conditions for UNE Combinations, include
3 Loop-Mux Combinations.

4 **28. Microduct rate: Issue 10-63**

5 Qwest provides CLECs access to available ducts/conduits for the purpose of
6 placing telecommunications facilities. Duct/conduit are leased for copper facilities only,
7 while an innerduct is leased for the purpose of placing fiber. As an alternative to leasing
8 microduct from Qwest, CLECs can place innerducts in an empty duct/conduit. Agreed
9 upon language in 10.8.1.2.3 provides: “The term microduct means a smaller version of
10 innerduct. Four (4) microducts can be placed within a one and one-fourth (1 ¼)-inch
11 innerduct.”

12 In Qwest’s microduct cost study, Qwest allocates some of the cost of the
13 innerduct to the microduct cost. Qwest uses a 50% capacity factor in its microduct cost
14 study. Eschelon proposes this same allocation be used when assigning innerduct cost to
15 CLECs placing their own microduct. In order for a CLEC to place its own microduct,
16 there must be space available in the innerduct. This means that Qwest has spare capacity
17 that is not being used. Qwest’s proposal to charge for the entire innerduct amounts to
18 over recovery. Even though the capacity of an innerduct is equivalent to four (4)
19 microducts, Eschelon proposes that when Eschelon places microduct inside an innerduct,
20 Eschelon pay half of the cost of the innerduct. This amounts to a 50% capacity factor.

21 **29. Root cause analysis and acknowledgement of mistakes: Issues 12-64**
22 **and 12-64(a) – (b)**

23 Eschelon has proposed that it be entitled to obtain from Qwest a root cause
24 analysis and/or acknowledgement of a Qwest mistake that impacts an Eschelon
25

1 Customer. Eschelon's proposal tracks a decision by the Minnesota Commission.⁷⁶ In
2 Minnesota, Qwest agrees to the majority of this language, and only sub-issues are being
3 arbitrated. Therefore, at least the majority of these terms will be implemented in
4 Minnesota and thus could also be implemented in Oregon. Qwest, however, would like
5 the parties' ICA in all states other than Minnesota to be silent regarding the entire
6 investigative/ acknowledgement issue. Qwest can point to no state-specific reason why
7 the terms should vary by state, so that Customers in Minnesota may receive these
8 explanations, but not Oregon Customers.

9 As the Minnesota Commission recognized, without a requirement for Qwest to
10 acknowledge mistakes, Eschelon is unable to assign a Qwest error to the correct company
11 --making it likely that the End User Customer will ascribe the resulting service defect to
12 Eschelon as the Customer's immediate provider. Nearly all CLEC Customers are hard-
13 won from Qwest, the dominant monopoly provider of 100 years. If such a Customer
14 believes that Eschelon's actions have caused a service disruption, the Customer is very
15 likely to return to its former provider. If the error was really caused by Qwest, the lack of
16 attribution is another barrier to Eschelon's meaningful opportunity to compete.

17 The ability to request a root cause analysis will enable Eschelon (and Qwest) to
18 identify the cause of mistakes and will help avoid similar mistakes in the future. Qwest
19 complains that Eschelon is attempting to "dictate" Qwest's investigation of errors, the
20 implication being that whether Qwest performs such an investigation is none of
21 Eschelon's business. Of course, it is Eschelon's business because repeat or systemic

⁷⁶ Order Finding Service Inadequate and Requiring Compliance Filing, In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures, Docket No. P-421/C-03-616, (July 30, 2003).

1 problems in Qwest’s provisioning of wholesale services to Eschelon adversely affects
2 Eschelon and Eschelon’s Customers each time they occur.

3 **30. Communications with Customers: Issues 12-65, 12-66, and 12-66(c)**

4
5

a. Repair

6 Although there is agreed upon language in the ICA that prohibits parties from
7 making disparaging remarks about one another, that language is in the context of
8 telephone “calls.” When a Qwest technician is at the premises of an Eschelon Customer
9 on behalf of Eschelon, there is an opportunity for the technician to talk to the Customer in
10 person and not by telephone. Eschelon is required to test and isolate trouble to Qwest’s
11 network before submitting a trouble report. (*See* Section 12.4.1.1.) Therefore, generally
12 the Qwest technician will be at the premises because of a potential Qwest network
13 problem. The Customer will associate the problem, however, with its provider, Eschelon.
14 This is a particularly inopportune time for a Qwest technician to make disparaging
15 comments about Eschelon or to make favorable comments about Qwest’s products.

16 Eschelon’s proposed language closes gaps in the existing language to ensure that
17 the Qwest technician does not make disparaging comments outside of calls (*e.g.*, in
18 person) and that the Qwest technician not only does not discuss CLEC’s products but also
19 does not discuss Qwest products while working on CLEC’s behalf. If it is part of
20 Qwest’s practices to allow Qwest’s technicians to engage in such behavior, there is no
21 legitimate reason why Qwest should object to this language.

22 **b. Winbacks**

23
24

25 Eschelon has proposed language that prohibits Qwest from using Qwest-caused
service problems as an opportunity to attempt to “win back” the Customer. Rewarding

1 Qwest with a marketing opportunity when its actions or inactions cause an Eschelon
2 Customer to contact Qwest regarding a service issue would create a perverse incentive
3 for the company to induce such opportunities, or at least to be lax in guarding against
4 them. If Qwest does not intend to engage in such improper winback activity, it should be
5 agreeable to such language.

6 With respect to both Issues 12-65 and 12-66, Qwest has taken the position that the
7 language proposed by Eschelon impermissibly restrains Qwest in its exercise of its First
8 Amendment rights. This argument was rejected in *US WEST Communications, Inc. v.*
9 *Hix*.⁷⁷ In that case, the ILEC, US West argued that its First Amendment rights were
10 violated by an ICA provision requiring that US West remain silent about its own services
11 when it communicated with CLEC Customers on behalf of the CLEC.⁷⁸ The court
12 rejected the argument, finding that the provision satisfied the Supreme Court’s test for
13 lawful restraint of commercial speech and went no further than necessary to achieve the
14 goal of the Telecommunications Act.⁷⁹

15 **31. Expedited orders: Issues 12-67 and 12-67(a) – (g):**

16 An expedited order, or an “expedite,” is an order for which Qwest
17 provides service more quickly than it otherwise would under the regular interval. For
18 example, if the interval for a particular UNE is five days, Qwest can expedite the order
19 for that UNE by providing it in less than five days. Under certain circumstances, an
20 Eschelon Customer may need service by a certain date, such as the date of the grand
21 opening of its business or some other important event, or may need service restored
22

⁷⁷ 57 F.Supp.2d 1112 (D. Colo. 1999).

⁷⁸ 57 F.Supp.2d at 1114.

⁷⁹ 57 F.Supp.2d at 1115.

1 following a disaster, such as a fire or flood that might require the Customer to have to
2 move to different offices on short notice. Eschelon’s language proposal related to
3 expedites reflects the terms offered by Qwest to provide expedited service to Eschelon in
4 Oregon until January of this year, when it gave notice that the process that the parties had
5 followed since Eschelon entered into its initial interconnection agreement would no
6 longer be available. To assure that Eschelon continues to have available a means of
7 obtaining expedited service in a manner that meets its business needs and the needs of its
8 Customers, and to avoid the potential for future disputes regarding the terms and
9 conditions applicable to expedited service, Eschelon asks that the Commission adopt
10 Eschelon's proposed expedite provisions.

11 **a. Emergency-based Expedites**

12 Qwest must provide access to UNEs on nondiscriminatory terms for all CLECs
13 (facility-based and non-facility based), as well as for Qwest itself.⁸⁰ Qwest, including its
14 predecessor USWC, historically provided expedites for no additional charge when certain
15 “emergency” conditions were met. Qwest recovered its costs through Commission
16 approved charges, because, when providing expedited service, Qwest performs the same
17 work (as the work included in the installation NRC), but just performs that work earlier.
18 Therefore, the expedites are not “free” but are included in those costs. Upon information
19 and belief, Qwest continues to do so for its own retail Customers. Qwest also continues
20 to grant expedite requests at no additional charge in the emergency situations to CLECs
21 that use exclusively Qwest facilities via QPP or resale without amendment of their ICAs.
22 In contrast, when a facilities-based CLEC such as Eschelon uses a loop to provide the

⁸⁰ See 47 C.F.R. § 51.313.

1 same functionality and service as a Qwest retail Customer or a CLEC ordering resale
2 voice or QPP, Qwest now refuses to grant expedite requests at no additional charge in the
3 Emergency situations. Qwest has claimed that it may change course because Qwest’s
4 retail POTS service is not the “retail analogue” for loops. As discussed with respect to
5 intervals (see Section 1.7.2 above), however, the FCC stated specifically that the test for a
6 “meaningful opportunity to compete” when there is no retail analogue is no less rigorous
7 than the test when there is one.⁸¹ Eschelon, just like Qwest, uses loops to provide POTS
8 services to its customers. For Qwest to treat Eschelon differently than Qwest treats itself
9 when it provides service to its retail POTS customers and differently than it treats non-
10 facilities-based CLECs who either resell Qwest’s service or purchase Qwest’s QPP
11 product does not provide Eschelon with a meaningful opportunity to compete.

12 Eschelon’s language proposals for Section 12.2.1.2 and subparts reflect the terms
13 offered by Qwest in Oregon under the current ICA from 2001 until the beginning of
14 2006. Stating those terms in the ICA will provide certainty to the parties as to when
15 orders may be expedited and at what rate.

16 **b. Fee-Added Charges for “non-emergency” expedites**

17 If the “emergency” conditions described in Section 12.2.1.2.1 are not met,
18 Eschelon offers to voluntarily pay additional charges for expedites to resolve this issue,
19 even though Qwest has established no cost-based rate to expedite orders. Eschelon and
20 Qwest do not agree as to that rate. Qwest’s proposal for a charge for expediting orders

⁸¹ Memorandum Opinion and Order, In the Matter of the 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, FCC 99-404, CC Docket No. 99-295 (rel. December 22, 1999) (“NY 271 Order”).

1 has been a moving target, varying over time and by state. Under Qwest’s SGAT, the rate
2 for expedites is stated as “ICB.”⁸² At times, Qwest has proposed language in Exhibit A
3 that states “\$200 per day advanced” (which is the rate in its tariff and in its template ICA
4 amendment that Qwest currently requires CLECs to sign in many cases before it will
5 provide expedited treatment for orders – regardless of other expedite language in the
6 CLEC’s current ICA). At other times, Qwest has proposed a reference to its federal tariff
7 for this rate (instead of inserting the dollar amount in Exhibit A), claiming that state
8 commissions do not have jurisdiction to decide a rate because expediting a UNE order is
9 “not a UNE” and therefore the UNE standard does not apply.

10 Expedited treatment of UNE orders is obtained for purposes of accessing that
11 UNE and, as such, are subject to the FCC’s TELRIC rules when determining charges for
12 those rates. This conclusion follows directly from the FCC’s language regarding “access
13 to unbundled elements” reflected in 47 C.F.R. §51.307 and 51.313. In ¶268 of its *First*
14 *Report and Order*, the FCC similarly found that the requirement to provide “access” to
15 UNEs must be read broadly, concluding that the Act requires that UNEs “be provisioned
16 in a way that would make them useful.” As evident from these citations, an unbundled
17 network element includes not only the physical facility, but also all the capabilities of
18 providing service, such as provisioning and maintenance and repair. (*See also* Issue 9-31
19 above.) As accurately summarized by the North Carolina commission in a recent
20 BellSouth proceeding, “[t]he Commission also believes that expediting service to
21 Customers is simply one method by which BellSouth can provide access to UNEs and
22 that, since BellSouth offers service expedites to its retail Customers, it must provide

⁸² See Oregon SGAT at 9.21.14.

1 service expedites at TELRIC rates pursuant to Section 251 of the Act and Rule
2 51.311(b).”⁸³ Based on this reasoning, the North Carolina Commission affirmed its initial
3 decision that BellSouth must provide service expedites at TELRIC-compliant rates.

4 It seems highly unlikely that Qwest’s per day tariffed fee has any recognizable
5 relationship to underlying costs that may be incurred by Qwest to expedite an order.
6 Under an expedite request, Qwest performs the same work it would undertake under
7 generally applicable service date intervals, with the main difference being that this work
8 is performed earlier. Clearly, the simple fact that the work is performed earlier does not
9 necessarily mean that it costs more to undertake the very same activities. The only cost
10 that Qwest *may* incur would be the cost of processing the expedite order – which is likely
11 to be relatively small. For example, Qwest’s SGAT in some states contains a
12 commission-approved rate that may be considered a proxy, or at least a ballpark estimate,
13 of the likely additional costs (over and above the applicable NRC, if any) that Qwest
14 would incur for processing an expedite order. This rate is the charge for Date Change of
15 \$10.22 per date change.⁸⁴

16 It is not clear that an expedite request causes Qwest to incur any increased cost
17 beyond those already accounted for in its existing NRCs for the normal provisioning
18 interval. In such circumstances, an expedite fee of, for example, \$200 per day advanced
19 (which could be as high as \$1,000 to shorten a normal service date interval of 5 days)
20 would be duplicative of its existing NRCs and as such, wholly inappropriate given the
21 FCC’s pricing rules and previous decisions of this Commission. 47 C.F.R. § 51.507

⁸³ *Re NewSouth Communications Corp.*, 2006 WL 707683 at *47 (N.C.U.C. February 8, 2006).

⁸⁴ *See, e.g.*, SGAT Section 9.20.12.

1 requires that “[e]lement rates shall be structured consistently with the manner in which
2 the costs of providing the elements are incurred.” The only likely cost of performing a
3 job five days earlier than the standard interval is the cost of processing of the expedite
4 order. This cost is a per-order, not per-day cost. Because it is hard to imagine
5 circumstances that would drive costs of an expedite request to be per-day-based, Qwest’s
6 unilateral decision to implement a per-day rate structure through its PCAT indicates that
7 this rate is not cost-based.

8 The Commission should establish a cost-based rate at the appropriate time and, if
9 not set in this arbitration, set an interim rate here until that rate is set. Eschelon has
10 proposed for an interim rate a one-time charge of \$100 (which is generally as much or
11 more to expedite an order than to *install* a loop), subject to the exceptions for emergency
12 conditions that Qwest had routinely applied at no additional charge in past years.

13 Eschelon reserves its right to a cost-based rate if litigated in a cost case and thus
14 proposes its rate as an Interim Rate.

15 **31A. Supplemental Orders: Issue 12-68**

16 As indicated in agreed upon language in Section 12.2.3.1, Eschelon may
17 supplement (i.e., cancel, add to, or change) an already existing, previously submitted LSR
18 or ASR. In other words, the order is still in the pipeline when Eschelon submits its
19 supplemental request. Qwest does not charge a separate charge for submitting such
20 supplements, as they are part of the routine process for ordering products from Qwest.
21 Eschelon’s proposals both accurately state there is no charge and require no change by
22 Qwest. If Qwest seeks at some point to begin charging separately for submitting
23 supplements, Qwest would need to either negotiate a rate or obtain an ordered rate from
24

1 the Commission. In either case, the Agreement would be modified to reflect that rate.
2 Until then, specifically stating in the Agreement that there is no charge will avoid later
3 disputes and promote administrative efficiency.

4 **32. Pending Service Order Notifications (“PSON”): Issue 12-70**

5
6 Eschelon uses the currently available Pending Service Order Notifications
7 (PSONs) to identify *Qwest errors* in the processing of Eschelon’s orders before and on
8 the due date. Although Qwest quality control is not Eschelon’s job, the alternative is to
9 find out about the error the hard way – when the Eschelon End User Customer complains
10 before or on the due date that its service is down or not what the Customer ordered, due
11 to a Qwest error. When CLEC submits an LSR to Qwest, Qwest creates (either manually
12 or electronically) internal service orders to implement the LSR. There may be multiple
13 Qwest service orders per each LSR. If the information in a Qwest service order differs
14 from the information on the LSR (*e.g.*, due to a typo in a manually typed service order),
15 the End User Customer’s service may be harmed because Qwest will deliver a service
16 different from what ordered or possibly even disconnect the service in error per the
17 erroneous Qwest service order.

18 To attempt to reduce the frequency of service affecting problems on the due date
19 resulting from Qwest service order errors, Eschelon requested that Qwest provide
20 information from the Service and Equipment (S&E) section of the Qwest service order to
21 CLECs before the due date, so that CLECs could compare them to obtain corrections
22 before the due date. After four years, the result of this request is that Qwest now
23 provides a Pending Service Order Notification (“PSON”) to CLECs about an hour after
24 the FOC is received. The PSON provides service order detail (*e.g.*, features/USOCs from

1 the S & E section and address and listing detail from the listings section of the Qwest
2 service order) to requesting CLECs. Although resource-intensive to do so, Eschelon
3 strives to compare the information for accuracy. As long as Qwest provides the S&E and
4 listings information from the Qwest service orders on the PSONs, Eschelon can compare
5 the PSONs to the LSRs to ensure that Qwest will deliver the service requested (*e.g.*, 900
6 blocking).

7 Eschelon relies heavily on the S&E and listings sections of the PSON in
8 particular. If Qwest alters the PSON to eliminate detail that Eschelon currently receives
9 that is contained in the S&E and listing sections, the useful purpose that the PSONs
10 currently serve would be defeated. An error in the bill section is a billing problem for
11 Eschelon, but it generally does not impact the End User Customer for that LSR. Errors in
12 the S&E and listings section, however, are much more likely to be Customer affecting.

13 The key difference between Qwest’s proposed language and Eschelon’s proposed
14 language is that Qwest will not commit to continue to provide “at least the data in the
15 service order’s Service and Equipment (S&E) and listings sections.”⁸⁵ Eschelon’s
16 proposal does not require any change by Qwest. If Qwest seeks to change the PSONs to
17 eliminate data from the S&E and listings sections, it may do so by amending the ICA.

⁸⁵ Qwest has belatedly asserted that the S&E and listing sections of the service order include information that is not included on the PSON. Eschelon notes that, in the course of negotiations over this issue, Eschelon has made it abundantly clear that its intent with this provision is to assure that the PSON continues to have the same level of detail that it currently has. Qwest has never proposed any substantive language on this issue and only after Eschelon filed its arbitration petition in Minnesota did Qwest begin to claim that Eschelon’s proposed language would require Qwest to provide information on the PSON that it does not currently provide.

1 **33. Jeopardies: Issues 12-71, 12-72 and 12-73**

2
3 A “jeopardy” is a situation in which Qwest is in danger of failing to meet the Due
4 Dates of an order; as such, Jeopardies directly impact the quality of the service that
5 Eschelon is able to provide to its Customers. Jeopardies are categorized based on which
6 company has caused the jeopardy. Which company must take action to remedy the
7 jeopardy, whether performance measures are met and, in some cases, whether non-
8 recurring charges are due may depend on which company is at fault.

9 Because of the importance of correctly categorizing jeopardies, Eschelon has
10 proposed certain contract provisions that are designed to assure that jeopardies are
11 correctly categorized. Thus, Eschelon has proposed that a jeopardy caused by Qwest will
12 be classified as a Qwest jeopardy and a jeopardy caused by the CLEC will be classified
13 as a Customer Not Ready (“CNR”) jeopardy. (Issue 12-71.) Another provision requires
14 Qwest to reclassify jeopardies that it has incorrectly classified as CNR jeopardies. (Issue
15 12-73.)

16 Eschelon has also proposed language to address one scenario in particular that
17 leads to unfair and Customer affecting results if Qwest incorrectly characterizes a
18 jeopardy as a CLEC (CNR) jeopardy rather than a Qwest jeopardy. This occurs when,
19 after CLEC submits its LSR, Qwest sends a Qwest jeopardy notice to CLEC. The
20 jeopardy notice may indicate, for example, that there is a Qwest facility issue. After
21 sending that notice, Qwest clears the Qwest jeopardy (such as by locating available
22 facilities). Qwest, however, does not inform Eschelon that the jeopardy has been cleared
23 and is no longer an obstacle to delivering the facilities. Eschelon, however, because it

1 has received no notice from Qwest, has no reason to expect delivery and it has not
2 planned resources or Customer access for a delivery that it has no reason to expect.

3 Despite Qwest's failure to inform Eschelon earlier that Qwest cleared the
4 jeopardy and its failure to provide a due date, Eschelon's proposal states that Eschelon
5 will still use its best efforts to accept the service. Thus, any further disruption or delay in
6 service is a direct product of Qwest's jeopardy action or inaction and subsequent failure
7 to send a FOC, not of the Eschelon's unwillingness to mitigate the consequences. If the
8 obstacles are too great because of Qwest's conduct and Eschelon cannot accept delivery
9 at the time, Qwest should not classify the consequences of Qwest's conduct as an
10 Eschelon (CNR) jeopardy.

11 If a jeopardy is classified as a CNR, the due date will get pushed out by at least
12 three days, even though Eschelon may be ready to accept delivery earlier, such as the
13 next day. Also, if it is a CNR, Qwest benefits under the PIDs because, even if Qwest has
14 missed the due date due to a Qwest jeopardy, Qwest is off the hook because it is now
15 classified as a CNR. Placing a jeopardy into CNR category erases any prior history of
16 the situation, even if Qwest had previously caused a jeopardy situation for an installation.

17 Under the circumstances described above, it is Qwest's conduct, in not notifying
18 Eschelon that the jeopardy has been cleared, that has prevented Eschelon from being able
19 to accept delivery. This is truly a Qwest jeopardy and should be classified as such.

20 Qwest proposes to exclude all of Eschelon's language in Section 12.2.7.2.4.4 and
21 subparts from the ICA and replace it with a reference to its unfiled PCAT. The
22 classification of jeopardies as being a "Qwest jeopardy" or a CNR and the consequences
23 of such classification are appropriate subject matters for an ICA. For example, agreed

1 upon language in Sections 9.2.2.9.3 and 9.2.2.9.4 deals with whether a jeopardy is a
2 “Qwest jeopardy” and what happens if it is. Like Eschelon’s proposed language here,
3 those closed provisions provide that, if it is a Qwest jeopardy, “the Parties will attempt to
4 set a new appointment time on the same day and, if unable to do so, Qwest will issue a
5 Qwest Jeopardy notice and a FOC with a new Due Date.”

6 **34. Fatal Rejection Notices: Issue 12-74**

7
8 Issue 12-74 relates to “Fatal Errors,” which are situations when Qwest does not
9 have the data necessary to process an Eschelon order. In valid Fatal Reject situations,
10 Qwest sends Eschelon a “Fatal Rejection Notice” that describes the action Eschelon
11 requested, the problem encountered, and what Eschelon must do next to remedy the
12 situation. In some cases, however, Qwest’s rejection of the order is in error (because, for
13 example, Eschelon did provide the data necessary to process its order).

14 Eschelon’s proposal provides that, if Qwest knows that it has rejected a CLEC
15 order in error, Qwest will resume processing the order without requiring a supplemental
16 order. This provision is reasonable because, but for the Qwest error in rejecting the
17 order, Qwest would have continued processing CLEC’s initial order and no supplemental
18 order would have been necessary. Eschelon’s proposal requires no change by Qwest, as
19 this describes Qwest’s practice today.

20 Qwest and Eschelon agree that the ICA should list Fatal Rejection Notices as a
21 type of order status notice that Qwest should provide on a nondiscriminatory basis. (See
22 12.2.7.2.6.) Qwest was also willing to insert language obligating Eschelon - for the term
23 of the ICA unless amended - to resubmitting service requests when an order contains a
24 Fatal CLEC error (*i.e.*, an error that prevents further order processing). (See agreed upon

1 language in Section 12.2.7.2.6.1.) Thus, when it is an Eschelon error, Qwest agrees that
2 the subject matter and level of detail are appropriate for inclusion in an interconnection
3 agreement. (*See id.*) However, Qwest claims the topic of its own obligations on the
4 exact same subject matter does not belong in the ICA but should only be dealt with in the
5 PCAT. Eschelon’s proposal in Section 12.2.7.2.6.2 fairly and reasonably deals with the
6 reverse situation, at the same level of detail, when the Fatal Rejection is the result of a
7 Qwest error. In contrast, Qwest does not explain how one half of the equation is suitable
8 ICA material and the flip-side, which would similarly obligate Qwest, is not.

9 **35. Tag at demarcation point: Issues 12-75 and 12-75(a)**

10 The Demarcation Point is the hand-off point between Qwest and Eschelon. If
11 either company cannot find that hand-off point when it comes time to install or repair
12 facilities at the Demarcation Point, it is a problem. The installation or repair will either
13 not occur or be delayed and the End User Customer’s service may be impacted or
14 delayed as a result. Finding the Demarcation Point is not always easy. For business
15 Customers in a multi-tenant environment, for example, there could be hundreds of
16 possible locations. If Eschelon is not provided with the correct location, Eschelon is
17 unlikely to find it. Therefore, when needed, Qwest provides CLECs with identifying
18 information about the Demarcation Point’s location (*e.g.*, binding post information).
19 Qwest also generally “tags” the Demarcation Point, meaning that Qwest physically marks
20 it with identifying information (such as telephone number or circuit ID).

21 Because of the importance of knowing the location of the Demarcation Point,
22 Eschelon’s proposed language outlines these terms and conditions. Eschelon’s proposal
23 requires no change by Qwest, as Qwest does this today.
24

1 In the past Qwest has incorrectly characterized this as an issue limited to Multiple
2 Tenant Environments (MTEs). In fact, Qwest’s current practice with respect to tagging
3 at the demarcation point is not limited to MTEs, nor is Eschelon’s proposal. Qwest
4 proposes to exclude these terms from the ICA and replace all of Eschelon’s ICA proposal
5 with a reference to its web-based PCAT.

6 **36. Loss and Completion Reports: Issues 12-76 and 12-76(a)**

7
8 Loss and Completion Reports are daily reports that Qwest provides to notify
9 Eschelon when an End User Customer changes to a different local service provider (a
10 “loss”) and when activity other than losses (such as changes to service) occur on an
11 account (“completions”). A primary problem with these reports historically was that the
12 reports did not provide CLECs with the intended ability to identify which Customers
13 have left the CLEC for another carrier. This was a significant issue that could adversely
14 affect the CLEC’s reputation, uncollectible revenues and the End User Customer’s
15 service. For example, if Eschelon is not aware that a Customer has left (a “loss”),
16 Eschelon continues to bill the End User Customer. The End User Customer would likely
17 not understand why Eschelon would not know that the Customer has left. The End User
18 Customer may get upset, which reduces Eschelon’s chances of successful collection of
19 the legitimate charges due from the End User Customer. Loss and completion reports
20 need to include sufficient accurate information to avoid such problems.

21 Over the course of approximately three years, Eschelon and other CLECs invested
22 a significant amount of time into improving these reports. The resources devoted by
23 Eschelon and other CLECs to this effort were substantial, but the investment was
24 warranted because of the significant impact of the problems on both CLECs and their

1 Customers. The end result was better reporting that benefits not only CLECs but also
2 Qwest. Qwest will not receive escalation calls, for example, due to problems that used to
3 arise from inadequate reports. Eschelon's proposed language captures the work that
4 carriers have done over a lengthy period of time so that these benefits are not lost.
5 Eschelon's proposal does not require any change to Qwest's current practices.

6 Including Eschelon's proposed language in the ICA does not mean the reports
7 cannot be changed, because the agreement can be amended. But, it does mean Qwest
8 cannot unravel this work unilaterally to Eschelon's detriment, after Eschelon has
9 expended significant time and resources on this issue.

10 **37. Testing charges: Issue 12-77**

11
12 Section 12.4.1.5 concerns charges to be assessed when Qwest performs trouble
13 isolation with Eschelon. Pair Gain equipment (*i.e.*, electronics that enable multiple
14 signals to be carried simultaneously on a single physical circuit) generally cannot be
15 tested through. Therefore, Eschelon has proposed language that stands for the
16 unremarkable proposition that when a circuit cannot be tested, because of the presence of
17 Pair Gain or other similar equipment, Qwest will not charge for testing. Qwest has
18 proposed that, rather than prohibiting Qwest from imposing "any" testing charges for Pair
19 Gain circuits, this Section should prohibit only "optional" testing charges, suggesting that
20 Qwest believes that there are some, albeit undisclosed and unexplained, charges that
21 might apply.

22 Contrary to Qwest's position, if a circuit cannot be tested, then Qwest should not
23 charge for testing the circuit. Qwest's language leaves the door open for imposition of
24 unwarranted charges.

1 **38. Reciprocity of Charges for Repeat Troubles: Issue 12-78 (Definition**
2 **of Trouble Report) and Issue 12-80 (Charges for Repeats)**

3
4 Subject Matters 38 and 39 are discussed together to some extent, because the
5 definition of trouble report in Section 12.4.1.7 is solely for the purpose of Section
6 12.4.1.8 - charges that are associated with Repeat Troubles (charges that CLECs bill to
7 Qwest) in Issue 12-80. Eschelon’s first proposed definition of Trouble Report is
8 consistent with use of the term in the ICA.⁸⁶ Eschelon’s proposal requires no change by
9 Qwest, as it reflects how troubles are reported to Qwest today. Qwest’s proposal
10 artificially excludes from its definitions certain troubles. Therefore, under Qwest’s
11 proposed definition, some recurring troubles would not be counted as Repeat Troubles
12 for purposes of Section 12.4.1.8 and thus Qwest would not incur charges associated with
13 those troubles. For example, if CLEC reports a trouble within 24 hours of the due date
14 and then submits another trouble report four days later, Qwest will not consider the
15 second report as a Repeat Trouble if the first report was tracked in the provisioning
16 system and Qwest’s repair system shows only one (the second) report of trouble. Some
17 of the most critical service-affecting errors, from the End User Customer’s perspective,
18 however, are those that occur on or shortly after the day of cut – when the Customer is
19 switching carriers and determining whether the switch is satisfactory. Because Qwest’s
20 proposed language only includes trouble reports tracked in Qwest’s repair systems, these
21 early repair troubles that are so important to the Customer may be omitted. This is a
22 double problem for Eschelon, whose End User Customer has been harmed by a Qwest-
23 caused trouble, if Qwest will not include the trouble for purposes of determining when
24 Eschelon may charge Qwest for dispatches for repeat troubles caused by Qwest.

⁸⁶ *See, e.g., 12.1.3.3 & 12.1.3.3.3.1.1.*

1 Qwest's proposed definition in the ICA suffers from the same flaw that Eschelon
2 uncovered and brought to the regulators several years ago – its being limited to repair
3 trouble reports rather than including all trouble reports (provisioning and repair).
4 Eschelon first raised these issues in the Arizona 271 case and then in FCC 271
5 proceedings. Arizona conducted an audit in which the auditor confirmed that Qwest was
6 not adequately capturing errors in its PID data due to this problem.⁸⁷ The CGE&Y
7 auditor's findings showed that Qwest excluded trouble reports from results based on
8 which internal department or system handled them, instead of whether a trouble affected
9 the End User customer's service. Qwest is again attempting to define trouble reports by
10 the system in which it is tracked, rather than upon a meaningful definition of the term in
11 the context in which it is being used.

12 Eschelon is seeking reciprocity. If Qwest contends that Qwest may not charge
13 Eschelon for dispatches for troubles on or after the due date until the troubles can be
14 tracked in Qwest's repair systems, Eschelon offers two alternative proposals for Issues
15 12-80(b) and 12-80(c) that provides that Qwest will not charge Eschelon in these
16 situations. Both proposals are attempts to reflect when Qwest has said it charges CLECs
17 for dispatches for troubles. If Qwest continues to object to that language (indicating it
18 does in fact charge dispatch charges for these repairs), its objection further confirms the
19 exclusionary aspect of its proposal. With respect to Qwest's proposed definition
20 generally, because Qwest's language limits trouble reports to those tracked in specified
21 Qwest systems, the proposal would allow Qwest in the future to simply choose to track
22 troubles in another system (which it chooses to call something other than a "repair")

⁸⁷ See, e.g., Qwest/Eschelon OP-5 Data Reconciliation Report, Arizona Corporation Commission §271 Test, Cap Gemini Ernst & Young (CGE&Y), Draft Version 2.0, Public Version, Oct. 24, 2002 ("CGE&Y Report"), pp. 39-40.

1 system) to omit more trouble reports from the definition and avoid associated charges –
2 charges that CLECs impose on Qwest.

3 **39. Charges for repeats: Issues 12-80 and 12-80(a) – (c)**

4
5 Issues 12-80 and subparts concern repeat troubles on Qwest’s network that cause
6 Eschelon to dispatch Eschelon’s technician due to a Qwest-caused trouble. A repeat
7 trouble occurs when Qwest does not indicate it has found trouble on the initial report and
8 a later trouble report shows that the trouble was in Qwest’s network (*i.e.*, Qwest should
9 have fixed it the first time). Eschelon’s technician is dispatched because Qwest tells
10 Eschelon that the trouble is not in Qwest’s network when, in fact, it is.

11 Qwest charges Eschelon *every time* when Qwest dispatches a technician and the
12 trouble is not in Qwest’s network. In a reciprocal arrangement, Eschelon may also bill
13 Qwest for dispatching an Eschelon technician when the trouble is in Qwest’s network,
14 per the language in this Section. Actually, the arrangement is not completely reciprocal,
15 because Eschelon cannot charge Qwest under this language in a situation for which
16 Qwest charges Eschelon. Qwest charges Eschelon not only for a repeat trouble but also,
17 if Qwest dispatches a technician, for the dispatch for the initial trouble. If Eschelon
18 dispatches a technician for trouble isolation and Qwest fixes it the first time (*i.e.*, there is
19 no repeat trouble), Eschelon does not get to charge at all. This is the aspect of the
20 arrangement that is not reciprocal. Nonetheless, Eschelon is agreeing to this
21 arrangement, provided that Eschelon is allowed to charge on fair terms for repeat
22 troubles.

23 Both Qwest and Eschelon have the capability in many cases to test remotely, and
24 when they are able to conduct remote testing, they may not dispatch a technician for

1 trouble isolation. Eschelon proposes to use the same standard for test results as is applied
2 to Qwest. That standard is set forth in Section 12.4.1.1, and Eschelon’s language
3 specifically cross references that standard. Section 12.4.1.1 on its face applies to “either
4 party.” In contrast, Qwest applies the Section 12.4.1.1 standard to itself but proposes a
5 unique, onerous standard when Eschelon conducts remote testing.

6 When Eschelon conducts remote testing, Qwest’s proposal states for Issue 12-
7 80(a) that Eschelon must provide test results meeting a novel and undefined “conclusive”
8 circuit specific standard. Testing is needed when uncertainty exists as to cause of a
9 problem and tests are conducted to determine that cause. Eschelon does not know
10 whether Qwest will attempt to distinguish between test results that it claims are probative,
11 for example, versus conclusive. The uniqueness of this standard is not just a problem
12 because the standard is undefined. It is also a problem because Qwest’s proposal requires
13 Eschelon to meet this higher standard for test results for the initial trouble, only if there is
14 a repeat trouble – a fact that Eschelon will not know when conducting trouble isolation
15 on the initial trouble.

16 Under Qwest’s proposal, Qwest determines whether Eschelon has provided
17 “conclusive” test results for the initial trouble so that Eschelon may charge when it
18 dispatches on the repeat trouble. In any case for which Qwest unilaterally declares that
19 the test results are not conclusive, Qwest can prevent Eschelon from charging Qwest for a
20 repeat trouble. Any time that Qwest declares test results are not “conclusive,” Qwest’s
21 proposed language allows Eschelon to charge Qwest only when there is a repeat dispatch
22 (as opposed to repeat trouble). This eliminates charging for repeat troubles when
23 Eschelon performed remote testing on the initial trouble, simply because Qwest says that

1 testing in its opinion was not conclusive for some reason. In these situations, Qwest
2 wants at least one free dispatch, even though Eschelon's End User Customer is out of
3 service or otherwise in need of repair and that repair has been delayed because Qwest did
4 not fix the trouble in its network the first time. Qwest does not give Eschelon one free
5 dispatch. Eschelon needs cost-based rates based on clear terms that do not contain this
6 imbalance.

7 **40. Test parameters: Issues 12-81**

8
9 The issue presented is, in the event of a conflict between generally-accepted
10 industry standards and Qwest's own testing parameters, which should prevail? Industry
11 standards reflect the consensus of the industry as a whole, rather than the practices of any
12 particular company and, unlike Qwest's technical publications, cannot be changed
13 unilaterally by any one company. Furthermore, the scope of this provision is narrow: It
14 concerns routine testing, not equipment or other items that may be unique to Qwest. In
15 connection with a function as basic as routine testing, it is reasonable for industry
16 standards to take precedence over Qwest's own, company-specific practices. Finally,
17 Eschelon's proposal would not prevent Qwest from using its own testing parameters, as
18 reflected in its technical publications, so long as those parameters are consistent with
19 industry standards. Qwest is not the only ILEC with which Eschelon does business.
20 Eschelon needs to be able to work in multiple-carrier settings without changing testing
21 parameters in each case.

22 **41. Intentionally Left Blank**

23

1 **42. Trouble Report Closure: Issue 12-86**

2
3 Eschelon has proposed a section on “Trouble Report Closure” in Section 12.4,
4 which is “Maintenance and Repair.” Trouble Report Closure is the next logical step in
5 the process that is described in Sections 12.4.1 (testing), 12.4.2 (trouble reports and
6 status), and 12.4.3 (resolving trouble reports). These sections describe the terms and
7 conditions for opening a trouble report through resolving it. Maintenance and Repair is
8 incomplete without stating how the trouble ticket that is opened under Section 12.4.2 is
9 then closed.

10 Trouble report closure terms are important. First and foremost, Eschelon uses the
11 disposition codes to update its End User Customers on the status and closure of the
12 trouble reported by that Customer. In addition, Eschelon relies on the trouble report
13 closure terms when verifying the accuracy of Qwest’s repair bills and providing its own
14 Customers with timely and accurate bills. Eschelon’s proposal requires no change by
15 Qwest, as Qwest already employs the terms outlined in this Section.

16 Qwest’s current practices include making available the web-based tool that is
17 referred to in Eschelon’s proposal. When Qwest provides repair services to its retail
18 Customers, Qwest provides a statement of time and materials and applicable charges to
19 the Customer at the time the work is completed. Formerly, however, when Qwest
20 provided repair services to its CLEC wholesale customers, it did not provide a similar
21 statement to the CLEC. Eschelon pointed out in the Arizona 271 proceeding that it could
22 not obtain an invoice of applicable repair charges at the time repair work was completed,
23 but rather had to wait until Qwest sent the monthly wholesale invoices. This placed
24 Eschelon at a disadvantage in that it was not able to dispute such charges on a real time

1 basis. The Arizona staff agreed with Eschelon and said that “this is a very important
2 issue” that “needs to be resolved.”⁸⁸ The staff indicated it did not need to take further
3 steps, however, because Qwest indicated it was already working on a solution with
4 CLECs. The Maintenance and Repair Invoice Tool described in Section 12.4.4.3 resulted
5 largely from this effort.

6 Qwest proposes to exclude these terms from the interconnection agreement and
7 replace all of Eschelon’s ICA proposal with a reference to its web-based PCAT. Given
8 that Eschelon has already litigated this issue with Qwest and spent almost two years on
9 helping to develop the web-based invoice tool, the ability to access time and material
10 statement information using that tool should be available with at least the current
11 functionality for the term of the ICA, unless amended. If Qwest decreases that
12 functionality or eliminates the tool, however, Eschelon will be back to square one, where
13 it was before the 271 proceedings. Qwest should not be allowed to back-slide in this
14 manner.

15 **43. Controlled Production Testing: Issue 12-87**

16 It is necessary to include Eschelon’s proposed language in the ICA because,
17 without it, the broader language in the remainder of the paragraph may suggest that
18 controlled production is required for recertification, when it is not. The first sentence, for
19 example, broadly states: “Qwest and CLEC will perform controlled production.” That is
20 not always the case, and the ICA should be clear on this point when outlining the terms of
21

⁸⁸ Staff’s Final Report and Recommendation on July 30 – 31, 2002 Supplemental Workshop, *In The Matter Of Qwest Communication, Inc.’s Section 271 Application*, ACC Docket No. T-00000A-97-0238, (Report Two) (June 20, 2003) at ¶ 86.

1 controlled production. Eschelon’s proposal reflects Qwest’s current practice and,
2 accordingly, requires no change by Qwest.

3 **44. Rates for services: Issues 22-88, 22-88(a), and 22-89**

4
5

a. Application of Exhibit A

6 Although the majority of rates in the ICA refer to Qwest’s charges to Eschelon for
7 services and facilities, some of the rates apply to Eschelon’s charges to Qwest. *See, e.g.*,
8 Sections 7.3.7.1 and 7.3.7.2 (charges for local, ISP-bound and intraLATA toll transit
9 traffic); 9.2.5.2 and 9.2.5.2.1 (trouble isolation); and 10.2.5.5.4 and 10.2.5.5.5 (Qwest
10 Requested LNP Managed Cuts). Notwithstanding that fact, Qwest proposes language
11 that would limit the applicability of the rates in Exhibit A to Qwest’s charges to
12 Eschelon. Eschelon proposes striking language proposed by Qwest that would purport to
13 limit the applicability of Exhibit A to Qwest’s charges because that language is
14 unnecessary and inaccurate.

15

b. Commission approval for interim rates

16 Eschelon has proposed language, which Qwest has objected to, that preserves the
17 right of either company to request that the Commission commence a cost case to replace
18 an interim rate with a Commission-approved rate. This issue is linked to the Issue 22-90
19 regarding Eschelon’s proposal for Section 22.6, which sets forth terms under which either
20 company may seek Commission approval for an interim rate. The opportunity to obtain
21 Commission-approved rates is necessary to ensure that rates are fair and reasonable.

22
23
24

45. Unapproved rates: Issue 22-90 and subparts (a)-(ae)

a. Commission approval of unapproved rates

25
26

Often, in cost cases, Qwest does not obtain approval of Qwest’s “going-in”
position for its desired rate. Commissions often approve something less than any one

1 party's wish list of desired rates. In Section 22.6 and subparts, Eschelon proposes a
2 process for ensuring that Qwest's "going-in" positions or "wish-list" rates are not
3 unilaterally implemented and then remain in effect indefinitely with no action by Qwest
4 to support the rates to the Commission or obtain Commission approval of those rates.
5 Eschelon's proposal tracks a commission decision in Minnesota in the 271 Cost Docket.⁸⁹
6 Without these procedures, Qwest can extend the period by which it imposes unapproved
7 rates by not filing cost support with the Commission and requesting approval of the rates.
8 Although Qwest has accepted most of this language in Colorado, Minnesota, and
9 Washington, the open issues make it apparent that Qwest is attempting to fit its current
10 tariff filing process in Colorado into the Eschelon proposed Minnesota-model. The
11 Commission should recognize the benefits of the Minnesota ruling that can also be
12 achieved in Colorado and reject Qwest's limiting proposals.

13 Eschelon's proposal clarifies that, when Qwest offers a Section 251 product or
14 service for which a price/rate has not been approved by the Commission in a TELRIC
15 Cost Docket ("Unapproved rate"), and Qwest develops a cost-based rate and submits that
16 rate and related cost support to the Commission for review, Qwest will notify Eschelon.
17 Eschelon's language states that Qwest will provide Eschelon with notice of its filing and
18 proposed rate and, upon request, will provide Eschelon with a copy of the related cost
19 support for its proposed rates. Closed language in this Section provides that Qwest must
20 submit cost support with its proposed rates when filing with the Commission. Closed
21 language also provides that the parties may agree upon a rate. To negotiate a rate with

⁸⁹ Order Setting Prices and Establishing Procedural Schedule, *In the Matter of the Commission's Review and Investigation of Qwest's Unbundled Network Element (UNE) Prices*, Docket No. P-421/CI-01-1375 (M.P.U.C. October 2, 2002).

1 Qwest and to know whether it objects to a rate filed with the Commission, Eschelon
2 needs access to the cost support to assist in making these determinations. Eschelon's
3 request to receive notice and, upon request, cost support is narrow and reasonable.

4 **b. Unapproved Rates – Interim Rate Proposals - Exhibit A**

5
6 The Commission has not approved rates for many rate elements for which Qwest
7 proposes rates in Exhibit A. Therefore, an interim rate is needed. For certain rates for
8 which there is no approved rate and for which Qwest has provided no cost support,
9 Eschelon has proposed alternative rates that it believes more closely reflect Qwest's
10 costs. In many cases, Eschelon has proposed Qwest's own rates from the Qwest ICA
11 negotiations template, which Qwest has offered to all CLECs for a period of time. When
12 Qwest proposes a rate in a cost case and that rate is actively challenged, the rate often
13 goes down from Qwest's initial request to the rate the Commission ultimately approves.
14 Although Eschelon believes that the rates Qwest proposes in its negotiations template are
15 similarly high, Eschelon offers to pay certain rates from Qwest's negotiations template,
16 on an interim basis. Qwest has refused to accept its own negotiations template rates,
17 however. For the first time, on August 1, 2006, Qwest provided Eschelon with its current
18 proposal for new rates that are even higher than those in Qwest's negotiations template.
19 Eschelon objects to these unapproved significant rate increases. Such unapproved rate
20 increases to unapproved rates should not be implemented when Qwest's own negotiations
21 template rates, which Qwest has made available to other CLECs, are available on an
22 interim basis.

1 **46. Interconnection Entrance Facility: Issue 24-92**

2
3 Qwest proposes language in the Commingling section of the ICA, in Section
4 24.1.2.2, that Qwest says is necessary to put restrictions on *interconnection* of UNEs
5 through Entrance Facilities and Mid-Span Meets. The issues that Qwest attempts to
6 address in the Commingling section of the ICA are more completely and more
7 appropriately dealt with in the Interconnection section of the ICA (Section 7). Sections
8 7.1.2.1 and 7.1.2.5 of the ICA contain language that has been agreed to between the
9 parties as it addresses the FCC’s rulings on this issue. The sections in Section 7 fully
10 address interconnection through Entrance Facilities and Mid-Span Meets. Thus, Section
11 24.1.2.2 is, at best, redundant and, at worst, creates potential ambiguities that could give
12 rise to future disputes. When the FCC ruled on this issue, its discussion was not in the
13 Commingling section of the FCC’s order. By requesting language in both the
14 Interconnection and the Commingling sections of the ICA, Qwest appears to be laying
15 the groundwork for future disputes in which it will claim that the additional language in
16 the Commingling section has some new, separate meaning. This is an interconnection
17 issue that, as a matter of overall structure of the contract, is more appropriately dealt with
18 in Section 7, which contains terms relating to interconnection, than in Section 24, which
19 contains terms relating to commingling.

20 **E. Potentially Deferred Issues: Issues 9-37 and subparts and 9-38 through 9-42**

21 At the end of the Disputed Issues Matrix (Exhibit 3), both companies state their
22 positions with respect to additional issues, which are described as “potentially” stayed
23 issues. These issues are to be decided in this arbitration. In order to avoid having to
24 litigate issues in multiple proceedings, however, Qwest and Eschelon have agreed to

1 discuss with the Commission whether testimony and consideration of these issues should
2 be delayed until later in this arbitration proceeding, if the Commission will address them
3 in the meantime in another proceeding. If not, these issues will be addressed along with
4 the other issues. (*See* Disputed Issues Matrix, Eschelon’s position statements, for a
5 summary of Eschelon’s position with respect to each of these issues.)

6 There is no agreement to defer, or stay, these issues outside of this proceeding so
7 that Eschelon would expend the resources on years of negotiation and this entire
8 arbitration only to receive an interconnection agreement that omitted these critical issues.
9 Eschelon would then be left with Qwest either demanding an amendment as to issues
10 already negotiated and raised in arbitration or, worse yet, with Qwest unilaterally
11 imposing its unapproved, non-CMP “TRRO” PCAT terms upon Eschelon, leaving
12 Eschelon to file individual complaints about the very issues that it has already raised in
13 this arbitration. Eschelon is willing to discuss deferment of this issue *until later in this*
14 *case*, however, if the Commission will address it in the wire center proceeding, *provided*
15 *that the issue is either resolved before the statutory nine-month deadline or that*
16 *deadline is extended.*” As stated, Eschelon is willing to defer filing of testimony and
17 consideration of these issues until later in this proceeding. Absent a ruling in another
18 proceeding before the Commission concludes this proceeding, however, Eschelon has
19 presented these issues in its Petition as required by Section 252 of the Act and asks the
20 Commission to decide these critical issues and determine the appropriate language for the
21 interconnection agreement on each of these issues. In the meantime, Qwest is protected
22 because the parties have entered into an “Interim Bridge Agreement Until New
23 Interconnection Agreements Are Approved” that addresses TRO/TRRO issues. Pursuant

1 to that Bridge Agreement, Qwest and Eschelon elected to address changes of law
2 resulting from the TRO and TRRO as part of their new ICA, rather than as an amendment
3 of the existing ICA. The Commission has approved the Interim Bridge Agreement.⁹⁰

4 **REQUEST FOR RELIEF**

5 Eschelon requests that the Commission arbitrate the unresolved issues between
6 Eschelon and Qwest in accordance with Sections 251 and 252 of the Telecommunications
7 Act of 1996. Eschelon further requests that the Commission issue an order approving an
8 interconnection agreement which includes all of the terms agreed to during negotiations
9 and, on all disputed points, which incorporates and adopts the specific resolutions
10 proposed by Eschelon.

11

⁹⁰ Order No. 06-078, Docket No. ARB 199(23), February 21, 2006.

1 RESPECTFULLY SUBMITTED this 10th day of October, 2006.
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4

5 DAVIS WRIGHT TREMAINE LLP
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8
9

10 By /s/ Holly J. Wylan (OSB 062040) for:
11 Sarah K. Wallace, OSB No. 00292
12 1300 SW Fifth Avenue, Suite 2300
13 Portland, OR 97201
14 Telephone: 503-778-5249
15 Facsimile: 503-778-5499
16 E-mail: sarahwallace@dwt.com
17

18 Oregon Counsel for Eschelon
19 Telecom of Oregon, Inc.
20
21

22 Gregory Merz
23 Minnesota Counsel for Eschelon Telecom
24 of Oregon, Inc.
25 Gray Plant Mooty
26 500 IDS Center
27 80 South Eighth Street
28 Minneapolis, Minnesota 55402
29 Telephone: 612-632-3257
30 Facsimile: 612-632-4257
31

32 Pro Hac Vice to be submitted.

EXHIBIT 1
CORRESPONDENCE

October 27, 2005



By DHL/Airborne Overnight Express Mail and by email

Larry Christensen
Director – Interconnection Agreements
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Commencement of ICA Negotiations Pursuant to Sections 251 and 252
for the states of Arizona, Oregon, and Utah

Dear Mr. Christensen:

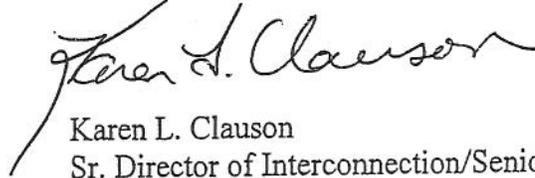
With this letter and pursuant to Sections 251 and 252 of the federal Act, Eschelon notifies Qwest that Eschelon requests, and is initiating, interconnection agreement (ICA) negotiations in the states of Arizona, Oregon, and Utah effective today, October 27, 2005. Based upon this date, the time period for petitioning the state commissions to arbitrate any open issues pursuant to Section 252(b)(1) is from March 12, 2006 through April 4, 2006.

The Parties have been negotiating ICA language for some time and have had previous discussions about state-specific language for the states in Qwest territory in which Eschelon operates. The plan is to use the same base document from which the parties are currently negotiating for Colorado, Minnesota, and Washington, including the provisions addressing TRO/TRRO issues. Each party will then add state-specific language to the document when desired in the same manner that state-specific differences are handled now for Colorado, Minnesota, and Washington. (In the current negotiation document, for example, Qwest has included a state-specific note relating to Arizona (in §21.10)). Over the course of the negotiation timeframe described above (unless the parties enter into mutually agreeable time extensions), each party will need to identify, propose, and discuss any desired state-specific different language for Arizona, Oregon, and Utah.

Subject to confirmation from Qwest, we believe the next negotiation call will occur on November 8, 2005 to discuss Section 9. We may want to continue on that path and leave the state-specific differences for Arizona, Oregon, and Utah until after such

discussions, or we may decide upon another approach. Please discuss the issue internally and then we can discuss how to proceed on the next negotiation call.

Sincerely,



Karen L. Clauson
Sr. Director of Interconnection/Senior Attorney
Eschelon Telecom, Inc.
612.436.6026 (direct)
612.436.6126 (fax)
klclauson@eschelon.com

cc: Qwest, Director, Interconnection Compliance
Qwest, General Counsel, Law Department
Linda Miles, Qwest (by email)
Harisha Bastiampillai, Qwest (by email)
Jeff Oxley, Eschelon (by email)
Doug Denney, Eschelon (by email)
Joan Olson, Eschelon (by email)

Re: Commencement of ICA Negotiations Pursuant to sections 251 and 252 for the State of Arizona between Eschelon Telecom, Inc. and Qwest

Certificate of Service

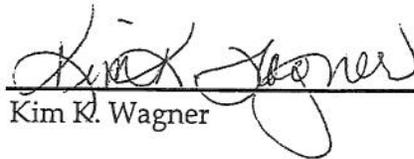
I hereby certify that an original and 13 copies of Eschelon Telecom Inc.'s Notice of Request for Negotiation was filed on October 27, 2005 via DHL Overnight Express Mail with:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

and served on October 27, 2005, via DHL Overnight Express Mail upon:

Larry Christensen
Director – Interconnection Agreements
Qwest
1801 California, Room 2410
Denver, CO 80202

Dated: October 27, 2005



Kim K. Wagner



Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone 303 383-6671
Facsimile 303 295-6973

Harisha J. Bastiampillai
Senior Attorney

July 6, 2006

Ms. Karen Clauson
Senior Director of Interconnection
Associate General Counsel
Eschelon Telecom, Inc.
730 2nd Ave S., Suite 900
Minneapolis, MN 55402

SENT VIA E-MAIL WITH OVERNIGHT DELIVERY TO FOLLOW

Dear Karen:

This letter is in regard to the Interconnection Agreement negotiations between Eschelon and Qwest for the states of Colorado, Washington, Arizona, Oregon, and Utah pursuant to § 252(b) of the Telecommunications Act of 1996 ("Act"). This letter confirms the extension to which the parties have agreed.

The parties agree to extend the negotiations/arbitration windows as follows:

Washington

Day 135 – August 7, 2006 (Monday)
Day 160 – September 1, 2006 (Friday)

Colorado

Day 135 – September 8, 2006 (Friday)
Day 160 – October 3, 2006 (Tuesday)

Arizona

Day 135 – September 8, 2006 (Friday)
Day 160 – October 3, 2006 (Tuesday)

Oregon

Day 135 – September 15, 2006 (Friday)
Day 160 – October 10, 2006 (Tuesday)

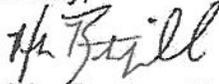
Utah

Day 135 – October 10, 2006 (Tuesday)
Day 160 – November 4, 2006 (Saturday)

Page 2 of 2

If you have any questions or concerns regarding this letter, please contact me.

Sincerely,


Harisha Bastiampillai

Cc: Greg Merz, Esq. (via e-mail)

EXHIBIT 2 TO ESCHELON'S ARBITRATION PETITION
ISSUES BY SUBJECT MATTER – OREGON

Prepared by Eschelon

October 10, 2006

1. INTERVAL CHANGES AND PLACEMENT¹ – ISSUE 1-1 and (a)-(e)

Issue 1-1 (2 options- Two Eschelon Proposals and one Qwest Proposal for same issue): Changes to Intervals -- Section 1.7.2 and Exhibits N and O

Issue 1-1 (a): Interconnection trunks -- Section 7.4.7

Issue 1-1 (b): UDIT Rearrangements -- Exhibit C, Group 2.0

Issue 1-1 (c): LIS Trunking -- Exhibit C, Group 9.0

Issue 1-1 (d): ICB Provisioning Intervals -- Exhibit I, Section 3

Issue 1-1 (e): Intervals for Loop-Mux Combination (LMC) -- Section 9.23.9.4.3 (Eschelon)/Section 24.4.4.3(Qwest), 1st provision/sentence only
The section numbers differ, because Eschelon proposes placement in Section 9 (UNEs) and Qwest proposes placement in Section 24 (Commingling). [Regarding placement of LMC, and for the open issue in the remainder of this paragraph, *see* Issue 9-61.]

2. RATE APPLICATION – ISSUE 2-3

Issue 2-3: Application of Rates in Exhibit A -- Section 2.2 (1 of 2 issues); *see also* Section 22 (1 of 2 Options)

3. EFFECTIVE DATE OF LEGALLY BINDING CHANGES – ISSUE 2-4

Issue 2-4: Effective Date of Legally Binding Changes -- Section 2.2 (2 of 2 issues) (1 of 2 Options) and (2 of 2 options – Proposal #2 is for entire section 2.2, and has a related component in 22.4.1.2)

4. DESIGN CHANGES – ISSUE 4-5 and (a)-(c)

Issue 4-5: Design Changes for Loops – Sections 9.2.3.8 & 9.2.4.4.2 (Two Eschelon proposals – Proposal #2 is for Sections 9.2.3.8; 9.2.3.9; 9.2.4.4.2 and 9.6.3.6)

Issue 4-5 (a): CFA Change – Section 9.2.3.9

¹ *Excludes* Length of Intervals for Commingled Arrangements and Intervals for Loop-Mux combinations. *See* Issue 9-61.

Issue 4-5(b): Intentionally Left Blank

Issue 4-5(c): Design Change Charge – Exhibit A, Section 9.20.11 and subparts

➤ *5-7 COLLECTIVELY: “PAYMENT AND DEPOSIT”*

5. DISCONTINUATION OF ORDER PROCESSING AND DISCONNECTION – ISSUES 5-6 and 5-7 and subpart

Issue 5-6 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Discontinuation of Order Processing for failure to make payment - Section 5.4.2

Issue 5-7: Commission approval prior to disconnection (cross reference) – Section 5.4.3

Issue 5-7(a): Commission approval prior to disconnection – Section 5.1.13.1

6. DEPOSITS – ISSUES 5-8, 5-9, 5-11 and 5-12

Issue 5-8: De Minimus Amount – Section 5.4.5 (1 of 3 sub-issues in 5.4.5; same language for this issue appears in the first two of Eschelon’s proposals for 5.4.5)

Issue 5-9 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Definition of Repeatedly Delinquent – Section 5.4.5 (2 of 3 sub-issues in 5.4.5)

Issue 5-11: Disputes Before Commission – Section 5.4.5 (3 of 3 sub-issues in 5.4.5; same language in first two of Eschelon’s proposals)

Issue 5-12 (Alternative Approach to Deposits): Commission Determines Right to Deposit based on Relevant Circumstances –Section 5.4.5 (all)

Eschelon offers the language shown in Issue 5-12 (Eschelon’s Proposal #3) as an alternative to the other two Eschelon versions of 5.4.5. If this provision (Proposal #3) were adopted, there would be no de minimus or repeatedly delinquent language. This entire paragraph, if adopted, would replace all other Eschelon proposals for all of Section 5.4.5. Qwest’s counter is the same for all proposals.

7. REVIEW OF CREDIT STANDING – ISSUE 5-13

Issue 5-13 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Review of Credit Standing – Section 5.4.7

8. COPY OF NON-DISCLOSURE AGREEMENT – ISSUE 5-16

Issue 5-16: Non-disclosure Agreement -- Section 5.16.9.1

9. TRANSIT RECORD CHARGE AND BILL VALIDATION – ISSUES 7-18 and 7-19

Issue 7-18: Application of Transit Record Charge -- Section 7.6.3.1

Issue 7-19: Transit Record Bill Validation Detail -- Section 7.6.4

10. COLLOCATION AVAILABLE INVENTORY – ISSUES 8-20 and (a)

Issue 8-20: Collocation Available Inventory - Posting of Price After QPF -- Section 8.1.1.10.1.1.1

Issue 8-20(a): Collocation Available Inventory – Space augments -- Section 8.2.10.4.3

11. POWER – ISSUES 8-21 and (a) – (f), 8-22, 8-23

Issue 8-21: 48V Power Measurement - 8.2.1.29.2.1

Issue 8-21(a): 48V Power Measurement - 8.2.1.29.2.2

Issue 8-21(b): 48V Power Measurement – 8.3.1.6

Issue 8-21(c): 48V Power Measurement – 8.3.1.6.1

Issue 8-21(d): 48V Power Measurement – 8.3.1.6.2 and subparts a & b

Issue 8-21(e): 48V Power Measurement – Exhibit A, Section 8.1.4.1 and subparts

Issue 8-21(f): Intentionally Left Blank

Issue 8-22: QPF – 8.3.9.1.3, 8.3.9.2.3

Issue 8-23: Intentionally Left Blank

12. NEBS STANDARDS – ISSUE 8-24

Issue 8-24: NEBS Standards (notice of noncompliance based on collocation application) -- Section 8.2.3.9

13. INTENTIONALLY LEFT BLANK

14. NONDISCRIMINATORY ACCESS TO UNES – ISSUE 9-31

Issue 9-31: Nondiscriminatory Access to UNEs – Section 9.1.2

15. DELAYED ORDERS WHEN FACILITIES ARE NOT AVAILABLE – ISSUE 9-32 and (a)–(c)

Note: Eschelon has 4 proposals, and Qwest has 1 proposal, for the handling of delayed (held) orders when facilities are not available. The issue arises in three sections of the ICA, so the four options are repeated in those three sections: **(1)** 9.1.2.1.3.2.1; 9.1.2.1.3.2.2; **(2)** 9.2.2.3.2, and **(3)** 9.2.2.16.

Issue 9-32 (1 of 4 options – order remains pending until filled or CLEC cancels, as in WA)-- Sections 9.1.2.1.3.2.1; 9.1.2.1.3.2.2; 9.2.2.3.2 & 9.2.2.16

Issue 9-32(a) (2 of 4 options – cancelled by Qwest after 90 days instead of 30 days, with no other change to ICA language) -- Sections 9.1.2.1.3.2.1 subparts & 9.1.2.1.3.2.2; 9.2.2.3.2 & 9.2.2.16

Issue 9-32(b) (3 of 4 options – CLEC order is cancelled but, if CLEC re-submits, it remains in queue) -- Section 9.1.2.1.3.2.2(iii)(c); 9.2.2.3.2; 9.2.2.16

Issue 9-32(c) (4 of 4 options – CLEC places supplemental order before Qwest cancellation if CLEC desires order to remain open/in queue) -- Section 9.1.2.1.3.2.2(iii)(c); 9.2.2.3.2; 9.2.2.16

16. NETWORK MAINTENANCE AND MODERNIZATION – ISSUES 9-33, 9-34, 9-35, and 9-36

Issue 9-33: Affect on End User Customers -- Section 9.1.9; Section 9.1.9.1

Issue 9-34: Location at Which Changes Occur -- Sections 9.1.9, 9.1.9.1

Issue 9-35: Emergencies -- Sections 9.1.9, 9.1.9.1

Issue 9-36: Placement/Charges -- Sections 9.1.9, 9.1.9.1

➤ *POTENTIALLY DEFERRED – WIRE CENTER RELATED ISSUES - SEE BELOW [9-37, 9-37(a), 9-37(b), 9-38, 9-39 (except caps), 9-40, 9-41, 9-42]*

17. CAPs – DATA RELATING TO CAPS – ISSUE 9-39

Issue 9-39 (caps): Portions of Section 9.1.13.4.1.2 and subparts as they apply to caps

18. CONVERSION – ISSUES 9-43 and 9-44 and (a)-(c)

Issue 9-43: Conversions - Circuit ID -- Section 9.1.15.2.3

Issue 9-44: Manner of Conversion -- Section 9.1.15.3 and subparts

Issue 9-44(a): Manner of Conversion – Use of Adder or Surcharge -- Section 9.1.15.3.1

Issue 9-44(b): Manner of Conversion – Use of USOC -- Section 9.1.15.3.1.1

Issue 9-44(c): Manner of Conversion – Same USOC -- Section 9.1.15.3.1.2

19. INTENTIONALLY LEFT BLANK

➤ *PHASE OUT OF PRODUCTS/SERVICES (20 & 22)*

20. SUBLOOPS – QWEST CROSS CONNECT/WIRE WORK – ISSUE 9-50

Issue 9-50: Wire Work by Qwest - Section 9.3.3.8.3.1 (Two Eschelon options. Proposal #2 is for Sections 1.73 and subparts; 9.9 and subpart and 9.3.3.8.3)

➤ *Issue 9-51 – see Subject Matter 22A below*

21. INTENTIONALLY LEFT BLANK

22. UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE) – ISSUE 9-53

Issue 9-53: Unbundled Customer Controlled Rearrangement Element (UCCRE) – 9.9.1 (Two Eschelon proposals – See 9-50 for Proposal #2)

22A.² APPLICATION OF UDF-IOF TERMINATION (FIXED) RATE ELEMENT – ISSUE 9-51

Issue 9-51: Application of UDF-IOF Termination (Fixed) Rate Element (Two Eschelon Proposals and one Qwest Proposal for same issue) – Section 9.7.5.2.1.a

² Issue 9-51 was not assigned a Subject Matter number in Minnesota. To carry the numbering from state-to-state, for ease of reference for witnesses for all parties testifying in multiple states, an “A” is used here, rather than renumbering the remaining Subject Matters listed. Issue 9-51 is also slightly out of order, since Issues 9-50 and 9-53 may sometimes be discussed together.

23. DIFFERENT UNE COMBINATIONS – ISSUES 9-54 and (a)

Issue 9-54: UNE Combination Availability -- Sections 9.23.2 (1 of 2 issues)
(Two Eschelon proposals)

Issue 9-54(a): Recurring Rates for Different UNE Combinations -- Section
9.23.5.1.3 (Two Eschelon proposals)

24. LOOP-TRANSPORT COMBINATIONS – ISSUE 9-55

Issue 9-55: Combinations of Loops and Transport – Terminology -- Sections
9.23.4, 9.23.4.4; 9.23.4.4.1; 9.23.4.5; 9.23.4.6; 9.23.4.5.4. *See* subparts to Issue 9-
58 for related issues in 9.23.4.5.1

25. SERVICE ELIGIBILITY CRITERIA – AUDITS - ISSUE 9-56

Issue 9-56: Audits - Concern -- Sections 9.23.4.3.1.1

Issue 9-56(a): Audits - Notice – Section 9.23.43.1.1.1.1

**26. COMMINGLED EELS/ARRANGEMENTS – ISSUE 9-58 and (a)-(e)
and ISSUE 59**

Issue 9-58: ORDERING for Commingled Arrangements –Sections 9.23.4.5.1,
9.23.4.5.1.1

**Issue 9-58 (a) and Issue 9-59 (Eschelon’s *Alternate Proposal for same issue*):
CIRCUIT ID for Commingled Arrangements** –Section 9.23.4.5.4 or, in the
alternative, Section 9.23.4.7

**Issue 9-58 (b) and 9-58(c) (Eschelon’s *Alternate Proposal for same issue*):
BILLING for Commingled Arrangements** – Section 9.23.4.6.6 (and subparts)

**Issue 9-58 (d): OTHER COMMINGLED ARRANGEMENTS - Ordering,
Billing, and Circuit ID** – Section 9.1.1.1.1 & 9.1.1.1.1.2

Issue 9-58(e): INTERVAL for Commingled Arrangements -- Sections
9.23.4.4.3.1 & 24.3.2; 9.1.1.1.1 & 9.1.1.1.1.1

Issue 9-59 (Eschelon alternate proposal): See 9-58(a) above, Section 9.23.4.7

27. MULTIPLEXING (LOOP-MUX COMBINATIONS) – ISSUE 9-61 and (a)-(c)

Issue 9-61: Loop-Mux Combination (LMC) – Placement [Section 9 (UNEs) or Section 24 (Commingling) of the ICA] -- Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2

Issue 9-61 (a): Loop-Mux Combination (LMC) – LMC Loop versus LMC -- Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2

Issue 9-61(b): LMC Multiplexing –Intervals – Section 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2, Exhibit C; 24.4.4.3

Issue 9-61(c): LMC Multiplexing -- Exhibit A, Section 9.23.6.6 and subparts

28. MICRODUCT RATE - ISSUE 10-63

Issue 10-63: Microduct Rate – Section 10.8.2.29

29. ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES – ISSUE 12-64 and (a)–(b)

Issue 12-64: Root Cause & Acknowledgement of Mistakes -- Section 12.1.4 and subparts (all)

Issue 12-64(a): Acknowledgement of Mistakes – Qwest identification -- Section 12.1.4.2.3

Issue 12-64(b): Acknowledgement of Mistakes – Non-Confidentiality - Section 12.1.4.2.5, 12.1.4.2.6

30. COMMUNICATIONS WITH CUSTOMERS – ISSUES 12-65, 12-66 and 12-66(a)

Issue 12-65: Responsibilities Relating to End User Customers – Repair -- Section 12.1.5.4.7

Issue 12-66: Responsibilities Relating to End User Customers – Winbacks – Section & 12.1.5.5

Issue 12-66(a): Responsibilities Relating to End User Customers – Repair – Section 12.1.5.4.8 (Eschelon seeking clarification that this language is closed)

31. EXPEDITED ORDERS – ISSUE 12-67 and (a)-(g)

Eschelon proposes addressing expediting the due date when ordering centrally in Section 12.2 (“Pre-Ordering, Ordering, and Provisioning”). Qwest proposes addressing this subject in Section 7 (“Interconnection”) and Section 9 (UNEs). Therefore, Eschelon’s language and Qwest’s counter language do not appear in the same sections of the ICA.

Issue 12-67: Expedited Orders -- Section 12.2.1.2

Issue 12-67(a): Expedited Orders – Emergencies -- Section 12.2.1.2.1

Issue 12-67(b): Expedited Orders – Charges in Exhibit A -- Section 12.2.1.2.2 & Exhibit A

Issue 12-67(c): Expedited Orders – NRC -- Section 12.2.1.2.3

Issue 12-67 (d): Expedited Orders – UNEs -- Section 9.1.12.1 and subparts

Issue 12-67 (e): Expedited Orders – Combinations -- Section 9.23.4.5.6

Issue 12-67 (f): Expedited Orders – Trunk orders (2 Options) -- Section 7.3.5.2 and subparts

Issue 12-67(g): Expedite Charge -- Exhibit A, Section 9.20.14

31A. SUPPLEMENTAL ORDERS – ISSUE 12-68

Issues 12-68: Supplemental Orders (Two Eschelon Proposals and one Qwest Proposal for same issue) -- Section 12.2.3.2

32. PENDING SERVICE ORDER NOTIFICATIONS (PSOs) - ISSUE 12-70

Issue 12-70: Pending Service Order Notification (Two Eschelon Proposals for same issue) -- Section 12.2.7.2.3

33. JEOPARDIES – ISSUES 12-71, 12-72, 12-73

Issue 12-71 – Jeopardy -- Section 12.2.7.2.4.4

Issue 12-72: Jeopardy Classification -- Section 12.2.7.2.4.4.1

Issue 12-73: Jeopardy Correction -- Section 12.2.7.2.4.4.2

34. FATAL REJECTION NOTICES – ISSUE 12-74

Issue 12-74: Fatal Rejection Notices -- Section 12.2.7.2.6.1 and subpart

35. TAG AT DEMARCATION POINT – ISSUE 12-75 and (a)

Issue 12-75: Tag at Demarcation Point -- Sections 12.3.1 and subpart

Issue 12-75 (a): Tag at Demarcation Point -- Section 12.4.3.6.3

36. LOSS AND COMPLETION REPORTS - ISSUE 12-76 and (a)

Issue 12-76: Loss and Completion Reports -- Sections 12.3.7.1.1, 12.3.7.1.2

Issue 12-76 (a): Loss and Completion Reports -- Section 12.3.7.1.2

37. TESTING CHARGES WHEN CIRCUIT IS ON PAIR GAIN – ISSUE 12-77

Issue 12-77: Testing Charges When Circuit is on Pair Gain -- Section 12.4.1.5.1

➤ RECIPROCITY OF CHARGES FOR REPEAT TROUBLES (38 & 39)

38. DEFINITION OF TROUBLE REPORT – ISSUE 12-78

Issues 12-78: Trouble Report Definition -- Section 12.4.1.7 (Three Eschelon Proposals, one Qwest proposal for the same issue)

39. CHARGES FOR REPEATS – ISSUE 12-80 and (a)-(c)

Issue 12-80: Trouble Isolation Charge -- Sections 12.4.1.8

Issue 12-80(a): Remote Testing Capability -- Sections 12.4.1.8.1

Issue 12-80(b) and 12-80(c): Repeat Dispatch v. Repeat Trouble (Three Eschelon Proposals and one Qwest Proposal for same issue) – Sections 6.6.4 & 9.2.5.2

40. TEST PARAMETERS – ISSUE 12-81

Issue 12-81: Test Parameters and Levels -- Section 12.4.3.5

41. INTENTIONALLY LEFT BLANK

42. TROUBLE REPORT CLOSURE – ISSUE 12-86

Issue 12-86: Trouble Report Closure -- Sections 12.4.4.1; 12.4.4.2; 12.4.4.3

43. CONTROLLED PRODUCTION – ISSUE 12-87

Issue 12-87: Controlled Production -- Section 12.6.9.4

44. RATES FOR SERVICES – ISSUE 22-88 and (a) and 22-89

Issue 22-88: Rates in Exhibit A -- Section 22.1.1

Issue 22-88(a): IntraLATA Toll Traffic -- Exhibit A Section 7.11

Issue 22-89: Request for Cost Proceeding – Section 22.4.1.3

45. UNAPPROVED RATES – ISSUE 22-90 and (a)-(ae)

Issue 22-90: Unapproved Rates - Notice and Cost Support -- Section 22.6; 22.6.1 and 22.6.2 (with two options for 22.6.1)

Issue 22-90(a) Unapproved Rates – Cross reference – Exhibit A - Section 22.4.1.1

Issue 22-90(b) Collocation – Planning and Engineering – Exhibit A - Section 8.1.1.2

Issue 22-90(c) Collocation Entrance Facility, per Fiber Pair - Exhibit A - Sections 8.1.2.2; 8.1.2.3; 8.1.2.4

Issue 22-90(d) AC Power Feed - Exhibit A – Section 8.1.5 and subparts

Issue 22-90(e) Collocation Terminations - Exhibit A – Section 8.1.8 and subparts

Issue 22-90(f) Security Charges – Card Access - Exhibit A – Section 8.1.9.2

Issue 22-90(g) Collocation Space Availability Report - Exhibit A – Section 8.1.12

Issue 22-90(h) Collocation Space option Administration Fee - Exhibit A – Section 8.1.14

Issue 22-90(i) Intentionally Left Blank

Issue 22-90(j) Joint Inventory Visit Fee - Exhibit A – Section 8.1.16

Issue 22-90(k) Vitrual Collocation Quote Preparation Fee - Exhibit A – Section 8.2.1.1

Issue 22-90(l) Collocation Quote Preparation Fee - Exhibit A – Section 8.3.1.1; 8.4.1.1; 8.15.4.1; 8.15.4.2

Issue 22-90(m) Collocation Available Inventory - Exhibit A – Sections 8.4.2.4.1; 8.4.2.4.2; 8.4.2.4.2; 8.4.2.4.3; 8.4.2.4.4; 8.15.1.2.2

Issue 22-90(n) Remote Collocation - Exhibit A – Section 8.6.1.2; 8.6.1.3.1; 8.6.2.2.2; 8.6.2.2.3.1; 8.6.2.2.3.2

Issue 22-90(o) CLEC-CLEC Cable Racking - Exhibit A – Section 8.7.2.1; 8.7.2.2; 8.7.2.3

Issue 22-90(p) Virtual Connections - Exhibit A – Section 8.7.3.1; 8.7.3.2; 8.7.3.3; 8.7.4

Issue 22-90(q) Cable Hole - Exhibit A – Section 8.7.4

Issue 22-90(r) ICDF Collocation - Exhibit A – Section 8.8 and subparts

Issue 22-90(s) Facility Connected (FC) Collocation - Exhibit A – Section 8.12.2; 8.12.4

Issue 22-90(t) DC Power Reduction/Power Restoration - Exhibit A – Section 8.13 and subparts

Issue 22-90(u) Special Sites - Exhibit A – Section 8.15.2 and subparts

Issue 22-90(v) Collocation Decommissioning - Exhibit A – Section 8.16

Issue 22-90(w) Joint Testing - Exhibit A – Section 8.17.1; 8.17.2

Issue 22-90(x) Cooperative Testing - Exhibit A – Sections 9.2.5.5.1.2; 9.2.5.5.2.2; 9.2.6.5.1.2; 9.2.6.5.2.2

Issue 22-90(y) Private Line/Special Access to Unbundled Loop Conversion - Exhibit A – Section 9.2.8

Issue 22-90(z) Subloop Dispatch/FCP - Exhibit A – Section 9.3.3.1.1; 9.3.3.2; 9.3.3.3 and subparts; and 9.3.3.4 and subparts

Issue 22-90(aa) UDITs & Conversions - Exhibit A – Section 9.6.11 and subparts; 9.6.12; 9.23.6.5; 9.23.7.6

Issue 22-90(ab) Unbundled Dark Fiber (UDF) - Exhibit A – Section 9.7 and subparts

Issue 22-90(ac) Miscellaneous Charges - Exhibit A – Section 9.20 and subparts

Issue 22-90(ad) EELs – Exhibit A – Sections 9.23.7; 9.23.7.11.1; 9.23.7.11.2 and subparts

Issue 22-90(ae) Innerduct/Microduct Occupancy Fee - Exhibit A – Section 10.7.12; 10.7.12.1

46. INTERCONNECTION ENTRANCE FACILITY³ - ISSUE 24-92⁴

Issue 24-92: Interconnection Entrance Facility -- Section 24.1.2.2

➤ *Exhibit A – See Issue 22-90(a) through (ae) above*

POTENTIALLY DEFERRED ISSUES (UNTIL LATER IN THIS ARBITRATION)

As indicated in Eschelon’s position statements for these issues in the Disputed Issues Matrix (Exhibit 1 to Eschelon’s Arbitration Petition): “*Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding,⁵ provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.*”

WIRE CENTER

Issue 9-37: Wire Center List -- Section 9.1.13.3

Issue 9-37(a): Wire Center List – Additional Non-Impaired Wire Centers – 1st of the 2 issues in Section 9.1.14.4

Issue 9-37(b): Wire Center List – Change in UNE Status – Section 9.1.15.1

Issue 9-38: Processing of High Capacity Loop and Transport Requests -- Section 9.1.13.4 (portion)

Issue 9-39 (except caps): Wire Center List – Review of Wire Center List – Section 9.1.13.4.1.2 and subparts (except caps)

³ Issue 24-91 (Section 24.1.1.2) is closed. The number is now Intentionally Left Blank.

⁴ Former Issue A-96 (EEL Transport, NRC – Exhibit A) Closed with Eschelon’s modifications on 9-26-06

⁵ In the Matter of COVAD COMMUNICATIONS COM-PANY; ESCHELON TELECOM OF OREGON, INC.; INTEGRA TELECOM OF OREGON, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.; and XO COMMUNICATIONS SERVICES, INC. Request for Commission Approval of Non-Impairment Wire Center List. (Docket UM 1251)

Issue 9-40: NRCs for Conversion – Sections 9.1.13.5.2, 9.1.14.6, 9.1.15.2.1

Issue 9-41: Length of Time Period - 2nd of 2 issues in Section 9.1.14.4

Issue 9-42: Rate During Time Period – Section 9.1.14.4.1

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
INTERVAL CHANGES AND PLACE- MENT				
Issue 1-1 Section 1.7.2 and Exhibits N and O <i>See</i> (a) to (e) below for related issues in 7.4.7, Exhibits C and I and 9.23.9.4.3/ 24.4.4.3 (first sentence) Interval	PROPOSAL #1 <u>1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept, intervals longer than those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered</u>	A central theme underlying this and approximately one-third of the disputed issues is whether the disputed term must be contained in the contract, or whether it is sufficient to include references to sources outside of the contract, such as Qwest’s PCAT or its SIG or its website, where certain provisions may be found but require no contract amendment to be changed. The FCC has clearly held, however, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>FCC Forfeiture Order</i> , ¶32) It is crucial that the	SAME FOR BOTH PROPOSALS: <u>1.7.2 Notwithstanding any other provision in this agreement, the attached Exhibit C will be modified pursuant to the CMP process without requiring the execution of an amendment.</u>	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further,

¹ KEY: BLACK = CLOSED; RED = DISPUTED. Black text in either of the “Proposed Language” columns indicates language that is agreed upon and thus closed, and red text indicates disputed (open) language. The highlighted (red) language in each column shows the modifications that the party proposes (and to which the other party disagrees). Therefore, the color highlighting shows the language that is at impasse with respect to the statement of issue described in the first column.

² This column includes the Issue Number; ICA Section or Exhibit Number; and Statement of Issue/Title.

³For proposals that are numbered or labeled as an “option,” Eschelon offers any one of the proposals equally as a counter to Qwest’s proposal. Proposals labeled as “alternatives” are plead in the alternative. For proposals labeled as an “alternative,” Eschelon offers the first proposal but Eschelon offers the other language in the alternative, if the ALJ or Commission rejects that alternative. (In either case, yellow shading may be used to highlight the differences between the proposals.)

⁴ Eschelon has used short forms for citations. For the full citations, please see the attached Appendix listing the full citations.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Changes</p> <p>(1 of 2 options for 1.7.2)</p>	<p><u>by the Commission). The forms of such letters are attached hereto as Exhibits N -O).</u></p> <p><u>1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.</u></p>	<p>Commission recognize that references to non-contractual sources provide: 1) No binding commitment on the part of Qwest; 2) No certainty for CLECs; and 3) No mechanism for Commission filing. In other words, they defeat the purposes of entering into a contract for a term that must be amended and approved to reflect agreed upon changes. The devil is in the details, and providing needed specificity in the contract now will promote administrative efficiency and avoid later disputes. Unless a term is in the contract, that term can be changed by Qwest, over Eschelon’s objection and without Commission permission. Qwest’s resistance to including terms in the contract signals that Qwest will, indeed, change those terms if and when it sees fit, regardless of the affect on Eschelon’s business. Therefore, if the Commission concludes that a term should not be unilaterally changed and should be available for opt-in, it must order that term to be included in the contract.</p> <p>Intervals are particularly significant</p>		<p>implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>because they impact timing of delivering service to customers. Changes in intervals critically impact the way a company does business, particularly when the interval is lengthened. Lengthening of intervals forces a carrier to provide worse service to its customers (who must wait longer for service) while also incurring costs and spending resources on adjusting internal systems and processes to adjust to the longer interval. (For a shorter interval, service improves and, if necessary, a longer interval may still be requested until internal adjustments are made.) The only interval changes required by the CMP document to go through CMP are changes specifically to intervals “in Qwest’s SIG.” [<i>CMP Document</i>, §5.4.3 (SIG interval reductions) & §5.4.5 (SIG interval increases).] If an interval in the ICA conflicts with an interval in the SIG, the CMP Document provides that the ICA controls. (<i>CMP Document</i> §1.0.)</p> <p>For these reasons, the ICA should contain applicable intervals and require amendment and</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Commission approval when intervals are lengthened. Eschelon’s first proposal requires ICA amendment when intervals are lengthened and allows use of CMP when shortened. Amending for intervals is not burdensome because Eschelon’s language uses established streamlined procedures to amend. Eschelon’s proposed Section 1.7.2 and Exhibits N and O largely mirror Section 1.7.1 and Exhibits L and M, which contain such streamlined procedures, except that the new language relates to intervals rather than products.</p> <p>Eschelon’s language is necessary to ensure that the Commission considers and approves a longer interval before it goes into effect. The Commission must determine that the longer interval still meets the FCC’s tests in ¶ 44 of the <i>NY 271 Order</i> for the provision of UNEs on terms that are just, reasonable, and nondiscriminatory - - in “substantially the same time and manner” for an element with a retail analogue and offering a “meaningful opportunity to compete” when no retail analogue.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>The FCC stated specifically that the latter test is no less rigorous than the first. (<i>Id.</i> ¶ 55) When Qwest previously tried to move from a 5-day to a 9-day loop interval by simultaneously lengthening the interval for its retail customers, for example, Minnesota rejected Qwest’s parity argument and found that the 5-day loop interval allowed competitors a meaningful opportunity to compete. (<i>MN ALJ 271 Order</i>) The Commission approved the ALJ’s finding that Qwest cannot make intervals “unreasonable by lengthening the intervals for provision of retail service.” (<i>Id.</i> ¶ 125) Eschelon objects to lengthening such intervals. Qwest should not be allowed to overturn the Commission’s finding by lengthening such an interval in CMP over objection and without amendment or approval.</p>		
<p>Issue 1-1 Section 1.7.2 (2 of 2 options)</p>	<p>PROPOSAL #2 <u>1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals different from those set forth in this</u></p>	<p>Given the importance of intervals, the Commission may desire that all interval changes require Commission approved amendments. If so, Eschelon provides a second language option,</p>	<p>SAME FOR BOTH PROPOSALS: <u>1.7.2 Notwithstanding any other provision in this agreement, the attached Exhibit C will be modified</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O).</u></p>	<p>which requires ICA amendment whether an interval is lengthened or shortened. This option also uses, for intervals, the established streamlined procedures that have been applicable in the past to new products (<i>see</i> Section 1.7.1) to reduce any burden associated with such amendments.</p>	<p><u>pursuant to the CMP process without requiring the execution of an amendment.</u></p>	<p>process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>
<p>Issue 1-1 (a) Section 7.4.7 Intervals for the provision of Interconnection trunks</p>	<p>7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. <u>Intervals are set forth in Exhibit C.</u> Any changes to the Interconnection trunk intervals will be made <u>as described in Section 1.7.2 through the Change Management Process (CMP) applicable to the PCAT, pursuant to the procedures set forth in Exhibit G.</u> Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees</p>	<p>The Interconnection trunk intervals proposed by Eschelon in Exhibit C are identical to the intervals that Qwest provides for Interconnection trunks today. Eschelon's proposal requires no change by Qwest. In contrast, a change in Interconnection trunk intervals would significantly affect Eschelon's business and may affect its meaningful opportunity to compete. If Qwest seeks such a change, Qwest may obtain a change in Interconnection trunk intervals</p>	<p>7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. Intervals are set forth in Exhibit C. Any changes to the Interconnection trunk intervals will be made <u>as described in Section 1.7.2 through the Change Management Process (CMP) applicable to the PCAT, pursuant to the procedures set forth in Exhibit G.</u> Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees</p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP,</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	that CLEC shall not be held to the requirements of the PCAT.	under Eschelon’s proposal by amending the ICA (using the streamlined process per 1.7.2 or through Dispute resolution per Section 5.30), subject to Commission approval.	that CLEC shall not be held to the requirements of the PCAT.	not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.
Issue 1-1 (b) Exhibit C Group 2.0 UDIT Rearrange- ments	<p><u>Rearrangements</u> Eschelon proposes deletion of Qwest proposed footnote in Exhibit C: For UDIT rearrangements see Qwest’s wholesale website for the Service Interval guide</p> <p>(NOTE) –See Exhibit C for intervals)</p>	The UDIT rearrangement intervals proposed by Eschelon in Exhibit C are identical to the intervals that Qwest provides for UDIT rearrangements today. Eschelon’s proposal requires no change by Qwest. Under Eschelon’s proposal, Qwest may obtain changes to those intervals by amendment and with Commission involvement, but not unilaterally.	<p><u>Rearrangements</u> Qwest proposed footnote in Exhibit C: <u>For UDIT rearrangements see Qwest’s wholesale website for the Service Interval guide</u></p>	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 1-1 (c) Exhibit C Group 9.0 (LIS Trunking)	NOTE: Eschelon proposes to include the LIS Trunking intervals in Exhibit C – see Exhibit C	See discussion of Section 7.4.7 above (subpart to Section 1.7.2).	NOTE: Qwest proposes deletion of entire Section 9.0 of Exhibit C (LIS Trunking Service Intervals) – see Exhibit C	recover under the Act. This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.
Issue 1-1 (d) Exhibit I, Section 3 ICB Provisioning	<u>3.1.1 For the following products and services, for which the interval is ICB, Qwest shall provide the ICB due date interval to CLEC as follows:</u> <u>3.1.1.1 No later than seventy-two</u>	Section 3.1 of Exhibit I (“Individual Case Basis”) states that Qwest will provide an ICB interval within 20 business days, unless the ICA contains a “specific provision” for when the ICB interval will be provided. Currently, Qwest	<u>3.2 For ICB intervals for those standard products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, Qwest shall make every attempt to provide an FOC to</u>	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Intervals	<p><u>(72) hours after the application date for:</u></p> <ul style="list-style-type: none"> <u>a) 25 or more 2/4 wire analog loops;</u> <u>b) 25 or more 2-wire non-loaded loops;</u> <u>c) 25 or more 4-wire non-loaded loops;</u> <u>d) 25 or more xDSL-I capable loops;</u> <u>e) 9 or more conditioned loops for 2/4 wire non-loaded, ADSL compatible, xDSL-I, ISDN; and</u> <u>f) 25 or more lines Quick Loop and Quick Loop with LNP.</u> <p><u>3.1.1.2 No later than one-hundred and ninety two (192) hours after the application date for:</u></p> <ul style="list-style-type: none"> <u>a) 25 or more DS0 UDITs;</u> <u>b) 25 or more DS0 EEL/Loop Mux;</u> <u>c) 4 or more DS3 UDITs; and</u> <u>d) 4 or more DS3 EEL/Loop Mux</u> 	<p>provides an ICB interval for certain products in the Firm Order Confirmation (FOC). The FOC arrives in much less than 20 business days. The intervals in Eschelon’s proposed language for ICB provisioning intervals are identical to the intervals in which Qwest provides FOCs for these products today. Eschelon’s proposal requires no change by Qwest. A “specific provision” for when Qwest will provide the ICB interval is needed in the ICA, pursuant to Section 3.1 of Exhibit I, to ensure that Qwest provides these ICB intervals in the FOC and not after the much longer default 20 day period that was not intended for this situation. Section 9.2.4.3.1.2 of the ICA provides in agreed upon language that, for certain loop products, Qwest will return an FOC to CLEC within 72 hours from order receipt. It states that: “Such FOC will provide CLEC with a firm Due Date commitment . . . “ There is no exception for ICB due dates. Eschelon’s proposed language connects the dots between Section 9.2.4.3.1.2 of the ICA and Section 3.1 of Exhibit I to include a</p>	<p><u>CLEC pursuant to the guidelines contained in the Service Interval Guide.</u></p>	<p>CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		“specific provision” that Qwest will provide the ICB intervals within the FOC time period and not the much longer default 20 business day time period.		
Issue 1.1 (e) Section 9.23.9.4.3 (First Sentence only) Intervals for Loop Mux Combinations (LMC)	9.23.9.4.3 [24.4.4.3] Standard Service intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale	See Eschelon’s position statement for Issue 1-1 above. For the reasons stated above, intervals belong in the ICA. Eschelon’s proposed language virtually mirrors SGAT Section 9.23.5.3 (which is also the same language as in the Qwest-AT&T ICA approved by this Commission). Qwest has identified no business reason, new circumstance or other basis for varying the language for Eschelon. Regarding the remainder of the language (after the first sentence) in Section 9.23.9.4.3, see Issue 9-61(a) 9-61(b) below.	<u>9.23.9.4.3 [24.4.4.3] Standard Service intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale</u>	See Qwest’s position statement for Issue 1-1 above. For the reasons stated above, intervals belong in the Service Interval Guide (SIG). Regarding the remainder of Section 9.23.9.4.3 [24.4.4.3], see Issue 9-61(a) below.
Section 1.7.3 and subparts See Issue 9-50 below				
Issue 1-2 Intentionally Left Blank				
RATE APPLI- CATION				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 2-3</p> <p>Section 2.2⁵</p> <p>Application of Rates in Exhibit A</p> <p>(1 of 2 issues in 2.2)</p>	<p>PROPOSAL #1:</p> <p><u>2.2 – Disputed portion (Issue 1):</u> <u>The rates in Exhibit A and when they apply are addressed in Section 22.</u></p> <p>2.2 – Entire Provision:</p> <p>2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this</p>	<p>Section 2.2 addresses changes in law. The parties disagree as to Qwest’s two proposed insertions (for the second, <i>see</i> next row). Regarding the first issue, Section 22.0 (“Pricing”) already deals with the application of rates in Exhibit A and does so in more detail than Qwest’s proposed single sentence here. Most of Section 22.0 is agreed upon and closed. The issues that remain open will be decided in this arbitration with respect to Section 22.0 and need not also be litigated with respect to this Section 2.2. Despite the greater clarity on the subject already provided by Section 22.0, Qwest proposes to insert one sentence here that only partially addresses those issues. Its sentence conflicts with closed provisions in Section 22.0. For example, Section 22.4.1.2 states: “Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission.” Section</p>	<p><u>2.2 – Disputed portion (Issue 1):</u> <u>Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.</u></p> <p>2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this</p>	<p>Qwest’s proposal provides clarity in situations where a commission order does not clearly determine how to apply its rate decisions. Prospective application of rates is generally a preferable approach because it provides certainty to all businesses at any particular time about applicable rates.</p>

⁵ Section 2.2 contains two disputed issues (Application of Rates in Exhibit A; and Effective Date of Legally Binding Changes). The full language of Section 2.2 is provided in this matrix for only the first of these two issues. The second issue is addressed separately below, but only the disputed portion of Section 2.2 (an excerpt, instead of repeating the whole provision again) is shown in the Proposed Language columns. This format will likewise be used elsewhere in the matrix, where there is more than one disputed issue in a particular section.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome</p>	<p>22.4.1.2 does not attempt to pre-judge whether the rates will be applied on a prospective basis and leaves that issue to the discretion of the Commission to decide at the appropriate time. Qwest’s new proposal in Section 2.2, in contrast, attempts to create an unnecessary presumption or default. The ambiguity created by Qwest’s proposal is likely to lead to additional litigation. Eschelon proposes to either remain silent on this issue in Section 2.2 (by deleting Qwest’s proposed insertion) or, as an option, to include Eschelon’s proposed sentence that simply refers the reader to Section 22.0, where the issue is dealt with more completely.</p>	<p>Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required.</p> <p>The rates in Exhibit A and when they apply are addressed in Section 22. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting <u>Any</u> amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30)</p>		<p>of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are addressed in Section 22. Rates in Exhibit A - include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting <u>Any</u> amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. <u>In the event neither Party provides notice within thirty (30)</u></p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>		<p><u>Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date.</u> While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>	
EFFECTIVE DATE OF LEGALLY BINDING CHANGES				
Issue 2-4 Section 2.2 Effective Date of	<p>PROPOSAL #1: ... When a regulatory body or court issues an order causing a change in law and that order does not include a specific</p>	<p>Section 2.2 expressly provides that, when a change of law occurs, the ICA “shall be amended to reflect such legally binding modification or change.” This mandatory language requiring such an ICA amendment</p>	<p><u>... When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party</u></p>	<p>Qwest believes it is critical to provide incentive to both parties to implement changes of law quickly after changes occur. Qwest's proposed language accomplishes at least two primary goals: (1) it</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Legally Binding Changes</p> <p>(2 of 2 issues in Section 2.2)</p> <p>(1 of 2 options)</p>	<p>implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting Any. . . -Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. . . .</p>	<p>is agreed upon. Without Qwest’s proposed changes, Section 2.2 would also provide that any such amendment “shall be deemed effective on the effective date” of the change in law, unless otherwise ordered. Under Qwest’s proposal, when a change in the law will be given effect may depend on whether one party gives the other party notice of the change. Thus, Qwest’s proposal creates an opportunity for Qwest to delay the implementation of adverse rulings. If, for example, Qwest is a party to a proceeding and Eschelon (or another CLEC that has opted into the ICA) is not, and Qwest receives an adverse result, Qwest’s language would allow Qwest to delay the effectiveness of that adverse ruling by simply not notifying CLECs of the ruling. Eschelon’s proposal, in contrast, provides that the effective date to be governed by the bodies issuing the applicable orders. If Qwest believes that an order does not clearly state an effective date, Qwest may ask the regulatory body or court to set one. Also, Qwest’s new proposal is unclear. The proposal would govern what</p>	<p><u>within thirty (30) Days of the effective date of that order and any resulting Any</u> amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. <u>In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. . . .</u></p>	<p>removes the incentive for either party to delay negotiations of a change in law; and (2) it eliminates the possibility of either party attempting to apply a change in law retroactively without providing advance notice.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>happens when an order “does not include a specific implementation date.” Qwest’s language also provides, however, that when a party gives notice of an order within thirty days, the legal change resulting from that order will take effect on “the effective date of that order.” This indicates that Qwest believes a “specific implementation date” of an order is something different from an order’s effective date. Under Qwest’s proposal, it appears that an order that the Commission states is to be “effective immediately” would not be one that has a “specific implementation date” and would, therefore, be one that Eschelon would have to give Qwest notice of within thirty days for the order to actually have immediate effect. Further, Qwest’s insertion that begins with the phrase “In the event neither Party provides notice” does not refer back to the previous insertion, so it is unclear whether that sentence only applies in circumstances when the “order does not include a specific implementation date” or not. Qwest’s language adds unnecessary</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		ambiguity about subjects that are already adequately addressed in closed language in Sections 2.2 and 22.		
Issue 2-4 Section 2.2; 22.4.1.2 Application of Rates in Exhibit A (2 of 2 options) Proposal #2 is for all of Section 2.2 and has a related component in Section 22.4.1.2	PROPOSAL #2: 2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent	Proposal #2 is different from Proposal #1 in three ways. First, this proposal affirms the companies' obligations to keep their ICA up to date in an additional sentence. Second, this proposal provides additional clarification regarding when rates changes will take effect. Third, this proposal provides additional clarification regarding the effective date of amendments to the ICA that are entered into to reflect legally binding changes in the law. The existing agreed upon language already provides that the Agreement "shall" be amended to reflect such legally binding modification or change of the Existing Rules. The additional sentence that Eschelon proposes (immediately after that closed sentence) confirms the companies' understanding in that regard, stating that " <u>Each Party has an obligation to ensure that the Agreement is amended accordingly.</u> " In Minnesota, the	PROPOSAL #2: 2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. <u>Each Party has an obligation to ensure that the Agreement is amended accordingly.</u> Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The</p>	<p>Department of Commerce testified that it would be useful to distinguish between changes to prices that had been previously approved by the Commission and changes to prices not previously approved. To address this concern, Eschelon’s alternative proposal makes this distinction. In addition, Eschelon’s alternative proposal adds language to Section 22.4.1.2. Closed language in Section 22.4.1.2 already states that the Commission will determine the effective date of rates (e.g., whether prospective or not) in an order of the Commission. To expressly address the potential for interim rates to be subject to “true up,” Eschelon’s alternate language for Section 22.4.1.2 <u>states that each Party reserves its rights with respect to whether Interim Rates are subject to true-up.</u> It also provides that, if the Commission is silent on the issue of a true up, rates will be implemented and applied prospectively from the date of the legally binding Commission decision. Eschelon’s proposal #2 for Section 2.2 allows a party to seek a particular time period for application or implementation of an</p>	<p>that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Each Party has an obligation to ensure that the Agreement is amended accordingly. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates). Rates in Exhibit A will reflect include legally binding decisions of the Commission. Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, if any. If a Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission's regularly established rules that the Commission establish a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order and shall be implemented and applied</u></p>	<p>order that results in a legally binding change in the law, including changes to previously-approved rates, and clarifies that, if the order is silent on the issue of its implementation date, the order will be implemented prospectively from the date the order becomes effective according to the order's term or by operation of law. This requires a party that needs additional time to implement an order to raise that issue with the Commission and obtain an implementation schedule, rather than engaging in self-help after the fact and taking additional time, with no stay in place, to implement an order.</p>	<p>rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates). Rates in Exhibit A will reflect <u>include</u> legally binding decisions of the Commission. Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, if any. If a Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission's regularly established rules that the Commission establish a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order shall be implemented and applied on a</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>on a prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as “effective immediately” or a specific date), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</u> While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p> <p>22.4.1.2 If the Interim</p>		<p>prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as “effective immediately” or a specific date), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties. When a regulatory body or court issue an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p> <p>22.4.1.2 If the Interim</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. <u>Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.</u></p>		<p>Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.</p>	
DESIGN CHANGES				
<p>Issue 4-5</p> <p>Section 9.2.3.8 & 9.2.4.4.2</p> <p>See (a) and (c)-(e) below</p>	<p>PROPOSAL #1</p> <p><u>9.2.3.8 Design Change rates for Unbundled Loops</u></p> <p>9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders</p>	<p>Neither the Qwest-Eschelon ICA that is currently in effect between the parties nor the SGAT has any language authorizing Design Change charges for loops. The SGAT authorizes Qwest to charge Design Change charges for dedicated transport but not loops.</p>	<p>9.2.3.8 Design Change rates for Unbundled Loops</p> <p>9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:</p>	<p>Eschelon's proposal would improperly limit Qwest's ability to assess design change charges to design changes involving transport. Although there may be circumstances under which Qwest would have to perform design changes for loops, Eschelon would</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>for related sections: 9.2.3.9, , 9.6.4.1.4 And Exhibit A at 9.20.11</p> <p>“Design Change”</p> <p>(1 of 2 options)</p>	<p>unless the need for such change is caused by Qwest:</p> <p style="text-align: center;">a) Design Change; and</p> <p style="text-align: center;">ba) Expedited order.</p>	<p>(Compare SGAT Section 9.6.4.1.4(c) with SGAT Section 9.2.4.) Qwest’s Design Change cost study refers to ASRs and other indicia of transport but not loops. Consistent with these facts, Qwest during the term of the current approved ICA did not charge an additional charge for design changes for unbundled loops. This suggests that the current approved loop rate covers these costs and no additional charge is needed (or Qwest surely would have asked the Commission to approve it and charged for it earlier). Qwest obtained 271 approval based upon a review of its rates when it did not impose any additional charge for design changes for loops.</p> <p>On Sept. 1, 2005, however, Qwest sent an unexpected letter to CLECs stating Qwest intended to commence billing CLECs non-recurring charges for Design Changes for unbundled loops, beginning on Oct. 1. As neither the SGAT nor the current ICA has any language authorizing Design Change charges for loops, Eschelon disputes these charges with respect</p>	<p style="text-align: center;">a) Design Change; and</p> <p style="text-align: center;">ba) Expedited order.</p>	<p>prevent Qwest from assessing a charge for that work. In other words, it appears that Eschelon is attempting to obtain loop-related design changes without paying for them, in violation of Qwest's right to recover the costs it incurs. Further, Eschelon appears to admit that there are costs associated with loop design changes, as shown by its statement that if there is a charge for these changes, it should be less than the charge for transport design changes. Eschelon provides no support for its assertion that the costs and charges for loop-related design changes are less than those associated with transport-related design changes.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>to the existing ICA. Since then, in the Minnesota arbitration, Qwest has admitted that Eschelon “is correct that neither Qwest’s SGAT nor the parties’ current ICA includes a design change charge for loops.” (Qwest Ms. Stewart Rebuttal (9/22/06), p. 6, lines 27-28.) Qwest, however, continues to bill these charges pursuant to its unilateral billing letter.</p> <p>After sending its 9/1/05 letter, Qwest’s practice now is to bill more in some states for changes in loop design than the rates the Commission approved for a new installation (<i>i.e.</i>, for a new install and not just a later change in design). This demonstrates that Commission oversight is required and, if any rate is allowed, a more reasonable interim rate should be set for changes to a loop design than for entire new installs (including all loop design and installation of the loop). [Qwest has indicated that it also reserves the right to pursue charging a tariffed rate for design changes (claiming that, while “loops” are UNEs, “design changes” to loops</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>are not UNEs.) As to this latter Qwest agenda, <i>see</i> Issue 9-31.]</p> <p>In Qwest’s 9/1/05 letter, Qwest included its own definition of Design Changes (which it continues to apply). Qwest’s change affected multiple CLECs, but Qwest did not use CMP to implement it. The billing notification was a “non-CMP” notification. When Eschelon inquired about this change, Qwest CMP personnel responded that “this item is outside the scope of CMP.” The definition of Design Change was still an open issue when the Minnesota Qwest-Eschelon ICA arbitration was filed in May. Despite its CMP response to Eschelon about this issue being outside the scope of CMP, Qwest nonetheless said in its initial Minnesota position statement that the Design Change issue belongs in CMP. After Eschelon pointed out this inconsistency, Qwest agreed upon a definition of Design Change that is different from the definition in its billing letter, and Qwest did not use CMP to do so. Design Changes are just one example when Qwest uses CMP as a shield or a</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>sword, as is convenient at the moment.</p> <p>Before Qwest is allowed to charge in circumstances when, before its unilateral 9/1/05 letter, it did not, the Commission should address whether a separate, additional charge should apply to design changes for loops. The Commission may decide this issue in either this arbitration or a cost case. If the Commission prefers a cost case, the Commission needs to decide how to handle the issue in the interim under the ICA. Eschelon proposes either (1) because Qwest has not even requested a new rate from the Commission, the status quo before Qwest’s 9/1/05 letter (<i>i.e.</i>, no additional charge for design changes for loops) be maintained (with the order clearly indicating Qwest must provide design changes in Section 9.1.2 but the language referring to design change charges in Sections 9.2.3.8 and 9.2.4.4.2 being stricken and “no charge” inserted in Exhibit A); or (2) a reasonable interim rate be adopted until the Commission decides upon</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>a rate, if any. (<i>See</i> Issue 4-5(c).) Eschelon’s interim rate proposal is particularly reasonable in light of the fact that historically no additional charge at all was applied for design changes to loops and Qwest did not seek Commission approval before attempting to charge one.</p> <p>Section 9.2.4 relates to <i>ordering</i> for unbundled loops, as opposed to Section 9.2.3, which relates to rate elements. <i>If</i> the Commission is going to adopt language allowing Qwest to obtain a separate, additional Commission-approved rate for design change charges for loops, the Commission should adopt language in 9.2.3 (rate elements) that reflects that it is a rate element, consistent with the conventions of the ICA. If Qwest then obtains an interim or approved rate in Exhibit A, that rate will apply per the ICA terms.</p>		
Issue 4-5 Section 9.2.3.8; 9.2.3.9; 9.2.4.4.2; and	<p>PROPOSAL #2</p> <p>The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.</p> <p>...</p>	<p>Proposal #2 was prompted when the Department of Commerce in Minnesota observed that, for some reason, the parties have agreed to place other language concerning design change ‘charges’ in the UNE</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>9.6.3.6</p> <p>“Design Change”</p> <p>(2 of 2 options)</p>	<p><u>9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply)</u></p> <p><u>9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</u></p> <p>9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:</p> <p>(a) Expedited order.</p> <p>9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement. <u>This rate does not apply when the need for such change is caused by Qwest.</u></p> <p>9.6.4.1.4 Subsequent changes to</p>	<p>loop ordering process section of the ICA (9.2.4) rather than in the rate elements (9.2.3) section. (Eschelon nonetheless made this proposal for all six states, as it makes sense.) This structure relates to the history of 9.6.4 (as discussed with respect to proposal #1) in the SGAT. Eschelon agrees that it is more logical to deal with charges in Section 9.2.3 rather than 9.2.4. Therefore, Eschelon offers in the alternative to delete the rate language from the ordering sections and deal with rates in the rate elements sections, as shown in Eschelon’s proposed language for proposal #2. The substantive disputes remain the same as for proposal #1, but the placement of the language would be modified as shown here.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>the quantity of services on an existing order will require a revised order. Also, pursuant to Exhibit A, charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:</p> <p>a) Service Date changes; b) Partial cancellation; c) Design Change; and d) Expedited order.</p>			
<p>Issue 4-5 (a) Section 9.2.3.9 CFA Change See Issue 4-5 for Proposal #2</p>	<p><u>9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</u></p>	<p>Qwest proposes to charge the same expensive rate for Design Changes, including for all Connecting Facility Assignment (“CFA”) changes, regardless of circumstance. In contrast, Eschelon has identified in this language certain changes to which the same charge should not apply. These CFA changes occur for analog loop hot cuts on the day of cut during test and turn up (excluding batch hot cuts). If a CFA cannot be used and a new CFA is assigned during a cutover, the costs are not as high as in other situations because both parties’ personnel are already participating in the loop cutover. In such situations, the Qwest central office (“CO”) technician is already</p>	<p>9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</p>	<p>Eschelon's proposal under which Qwest would be prohibited from assessing a design charge improperly assumes that Qwest does not have to perform work and does not incur costs for connecting facility assignment ("CFA") changes that occur with coordinated installations. Eschelon bases this assumption on the fact that with a coordinated installation, a Qwest technician is already in the central office and thus no additional costs for the CFA are incurred. The flaw in Eschelon's position is that it fails to recognize that regardless whether a Qwest technician is in the central office, Qwest must perform work to implement the CFA in its operation support systems that are</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>available and working on the cutover. It requires less additional work, and there is little if any extra time involved, to change pairs in such situations, as compared to circumstances requiring Design Changes when the CO technician must be separately dispatched, for example. Pair changes to install or repair service are part of a long-standing standard industry practice. Historically, Qwest has not charged separately for such pair (CFA) changes.</p> <p><i>If any charge is allowed in this context, it should be minimal. (Eschelon’s inclusion of this language does not require approval of any final rate at this time, as Exhibit A could indicate “no charge” or include an Interim Rate set by the Commission – see Issue 4-5(c).) The ICA should specifically state that, in these circumstances, the separate Design Change rate does not apply, to avoid ambiguity and potential double recovery. (If later, in a cost case for example, no separate charge was adopted, Exhibit A would merely reflect the higher rate</i></p>		<p>used for provisioning. The presence of a technician in the central office does not eliminate or in any way reduce the work Qwest must perform to enter the CFA into these downstream operation support systems. Eschelon's proposal would improperly prevent Qwest from recovering the costs and assessing a charge for this work.</p> <p>Eschelon's proposal also is flawed because Eschelon contends, apparently in the alternative, that any charge should be minimal. However, Eschelon apparently has not proposed a charge and has not attempted to explain whether a "minimal charge" it is willing to accept would permit Qwest to recover its costs. Further, if Eschelon is proposing a new charge, the charge is not in Qwest's billing or provisioning systems could constitute a proposed change in process. A change in process should not be addressed in this arbitration involving only Qwest and Eschelon but, instead, should be addressed in a forum that permits all carriers with an interest in this issue to provide input.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		that is the same as for other design changes, and no change in the language of the ICA would be needed.)		
Issue 4-5 (b) Intentionally Left Blank				
Issue 4-5 (c) Exhibit A Section 9.20.11 and subparts Design Change Charge	9.20.11 Design Change <u>9.20.11.1 Design Change (Transport) \$58.27 1</u> <u>9.20.11.2 (Loop) \$30.00 1</u> <u>9.20 11.3 CFA - 2/4 Wire Loop cutovers \$ 5.00 1</u>	Eschelon proposes to pay the same charges as other CLECs also paid before 9/1/05, when Qwest unilaterally changed its billing practices to impose a new, unapproved rate in situations for which there previously was no additional charge. (See Issue 4-5.) In addition, to resolve this issue, Eschelon proposes in the alternative to pay interim rates that other CLECs did not have to pay under the pre-9/1/05 structure that Qwest has attempted to change without Commission involvement as to its new proposed rate. The Design Change charge ordered by this Commission applies only to transport rate elements. (See Issue 4-5.) Eschelon's addition to the title (which it has numbered as 9.20.13.1) clarifies this rate application.	9.20.13 Design Change \$72.79 A 9.20.13.1 Design Change (Transport) \$72.79 A 9.20.13.2 (Loop) \$30.00 + 9.20 13.3 CFA - 2/4 Wire Loop cutovers \$ 5.00 1	Eschelon should be responsible for the same charges other CLECs pay.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Regarding design changes for loops (9.20.13.2), if the Commission approves a cost-based rate, Eschelon agrees to pay that rate. In the interim, Eschelon proposes a rate of \$30.00, which is appropriately less than the Commission approved rate for transport of \$72.79 because of the differences between loops and transport. Given that the approved rate for basic installation of the entire loop is \$53.86 an interim rate of \$30.00 for design changes to that loop is very reasonable.</p> <p>Eschelon’s proposed interim rate of \$5.00 for CFA changes reflects the significantly reduced amount of work involved in CFA changes, for which historically there has reasonably been no additional charge. <i>See</i> Issue 4-5(b).</p> <p>Regarding Qwest’s expressed intention to reserve the right to forego the Commission approved transport rate for Qwest’s federal tariff rate (and then charge the transport rate in all of these circumstances), <i>see</i> Issue 9-31</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		(Section 9.1.2).		
<p>DISCONTIN- UATION OF ORDER PROCESS- ING</p> <p>Issue 5-6</p> <p>Section 5.4.2</p> <p>Discontinua- tion of Order Processing</p> <p>(1 of 2 options)</p>	<p>PROPOSAL #1: 5.4.2 <u>With the Commission's approval, One Party</u> may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to</p>	<p>Section 5.4.2 allows Qwest to discontinue processing all orders “for the relevant services” if CLEC does not make “full payment” of undisputed amounts. It is important to understand the breadth of this provision. The provision is not limited to particular orders but could, for example, lead to the disruption of all customer loop orders, even when most of the payment had been made (but not in “full”). The refusal to process all orders for relevant services is a very serious step that could vitally affect the ongoing viability of the party who can not get its orders processed. It could also have a significant negative effect on current and potential end user customers. For example, Oregon customers who are initiating or converting service may find themselves without service on the planned date of service.</p>	<p>SAME FOR BOTH PROPOSALS : 5.4.2 <u>With the Commission's approval, One Party</u> may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the</p>	<p>It is critical that Qwest have the ability to collect unpaid undisputed bills. Eschelon's proposal would unduly slow that process down. A CLEC can and CLECs have filed for protection with the Commission in the event it feels Qwest is improperly taking this action.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>accept additional orders for the relevant services from the non-complying Party without further notice. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	<p>Commission oversight on these matters is particularly important so that there is an independent arbiter of the facts and to ensure that the information relied upon to make these decisions is accurate. Eschelon and Qwest have had serious disagreements about billing information which means that Qwest could invoke these remedies based on information with which Eschelon disagrees. Although Eschelon could seek dispute resolution under the agreement, because this provision allows Qwest to discontinue processing Eschelon's orders on only ten days' notice, it would be difficult, if not impossible, for Eschelon to file a complaint, get on the Commission's schedule, and get a ruling, all within ten business days.</p> <p>Qwest has other remedies, such as late payment fees and Dispute resolution, available to it. Before a party implements a step as serious and disruptive as discontinuance of order processing for relevant services, the Commission should be involved on behalf of the public interest. Therefore, Eschelon's first</p>	<p>Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		and preferred proposal is to require Commission approval before a party may discontinue order processing under these circumstances.		
Issue 5-6 Section 5.4.2 Discontinua- tion of Order Processing (2 of 2 options)	PROPOSAL #2: 5.4.2 One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. . . . <u>If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of</u>	Because the disruption of customer orders is such a serious step, Commission involvement is required. If the Commission declines to require approval in every case in which a party seeks to discontinue processing of all orders for relevant service due to non- or partial payment, the Commission should ensure that it will have an opportunity to act on the public’s behalf before the services of end user customers are disrupted in those cases when a party seeks	SAME FOR BOTH PROPOSALS: 5.4.2 One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. . . . If the billed Party asks the Commission to prevent discontinuance of order	It is critical that Qwest have the ability to collect unpaid undisputed bills. Eschelon’s proposal would unduly slow that process down. A CLEC can and CLECs have filed for protection with the Commission in the event it feels Qwest is improperly taking this action.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<u>orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. . . .</u>	Commission relief. The language in Eschelon’s second option allows the Commission this opportunity by providing that, if Commission intervention is sought, the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise.	processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. . . .	
Issue 5-7 Section 5.4.3 & see (a) below related section 5.1.13 Commission approval for disconnects	5.4.3 <u>With the Commission’s approval pursuant to Section 5.13.1,</u> The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will	This section concerns the circumstances under which Qwest may disconnect Eschelon’s service, including service to its end user customers, for non-payment. Here the need for Commission oversight is even greater than in the preceding section, concerning the discontinuance of order processing. Not only would such a drastic measure likely very seriously, if not fatally, harm Eschelon’s business, it would be extremely disruptive, to say the least, for Eschelon’s customers, who would lose their telephone service as a result. Before Qwest takes such a step, it should have the obligation to first seek to the permission of the Commission, in order to be sure	5.4.3 With the Commission’s approval pursuant to Section 5.13.1, The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will	If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs. There is no rational or reasonable basis for Eschelon's attempt to put the Commission in a position of micro-managing the parties' industry-standard business practices.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, <u>if disconnection has been approved by the Commission.</u> For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will</p>	<p>that the interests of the public are adequately protected.</p> <p>Eschelon's proposed language for this section contains a cross-reference to Section 5.13.1, to clarify that, if Qwest seeks to disconnect service, it must first obtain the Commission's permission. In light of the interests at stake, this language is reasonable.</p> <p>Oregon customers should not have less protections than in other states. In Minnesota, where the Commission requires approval for disconnection, Qwest agreed to this language and thus the issue did not need to be arbitrated. Qwest will have a process, therefore, for providing notice to a commission before disconnection that it could also use in Oregon.</p>	<p>notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, if disconnection has been approved by the Commission. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.		be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.	
Issue 5-7(a) Section 5.13.1 Commission approval prior to disconnection	5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>must notify the Commission in writing and</u> may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. <u>Neither Party shall</u>	Eschelon has proposed language to be included in this Section that would assure that the Commission is kept adequately informed of alleged defaults under the ICA. This will allow the Commission to monitor disputes, and become involved in them to the extent necessary and appropriate, for the protection of the public interest. Eschelon’s proposal also includes a provision requiring that Qwest seek and obtain the Commission’s approval before disconnecting Eschelon’s service. The rationale for this provision is discussed above, in connection with Section 5.4.3 (Issue 5-7).	5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party must notify the Commission in writing and may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. Neither Party shall	If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs. There is no rational or reasonable basis for Eschelon's attempt to put the Commission in a position of micro-managing the parties' industry-standard business practices.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>disconnect service to the other Party without first obtaining Commission approval.</u> To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>		<p>disconnect service to the other Party without first obtaining Commission approval. To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>	
DEPOSITS				
<p>Issue 5-8 Section 5.4.5 De Minimus Amount (1 of 3 issues in 1st Eschelon proposal for 5.4.5)</p>	<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed non-de minimus amount received more than thirty (30) Days after the Payment Due Date . . .</p> <p><u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory</p>	<p>Eschelon has proposed language that would trigger the deposit requirement only when there is a failure to pay an undisputed “non-de minimus” amount. Qwest opposes the “de minimus” limitation. The amount of a deposit under this provision is substantial – two months’ worth of charges. It is unreasonable that this requirement should be triggered when, as a result of an error for example, a payment is off by a few dollars. A deposit should be required when the test is truly met and there is a legitimate concern about a company’s ability to pay future charges. Such a concern does not</p>	<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed non-de minimus-amount received more than thirty (30) Days after the Payment Due Date . . .</p> <p><u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory</p>	<p>If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. “Repeatedly Delinquent” means payment of any undisputed <u>non-de minimus</u> amount received more than thirty (30) Days after the Payment Due Date, <u>for three (3) consecutive months, or more times during a twelve (12) month period</u> on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing</p>	<p>arise when the amount that is not paid is de minimus.</p>	<p>credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. “Repeatedly Delinquent” means payment of any undisputed non-de minimus amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u></p>		<p>and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</p>	
<p>Issue 5-9 Section 5.4.5</p>	<p>PROPOSAL #1 (issue 2): 5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than</p>	<p>The parties have agreed that a deposit may be required where payment is “Repeatedly Delinquent.” They disagree about</p>	<p>SAME FOR ALL PROPOSALS: 5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than</p>	<p>If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Definition of Repeatedly Delinquent</p> <p>(2 of 3 issues in 1st Eschelon proposal for 5.4.5)</p> <p>(1 of 2 options)</p>	<p>thirty (30) Days after the Payment Due Date, for three (3) consecutive months. or more times during a twelve (12) month period on the same Billing account number. . . .</p>	<p>how this standard should be defined. Qwest proposes that a payment be considered 'Repeatedly Delinquent' when payment of "any" undisputed amount is received more than thirty days after the due date three or more times within a twelve-month period. This standard allows Qwest to require a deposit under some circumstances when there is no genuine question about a party's ability to pay. Under Qwest's proposal, for example, if a CLEC were to pay a portion of the amount due late in months one and two, make timely payments in the full amount for nine consecutive months, and then pay a portion of the amount due late in month twelve, Qwest could demand a large security deposit. Such a scenario does not provide any evidence of the financial stress that gives rise to a legitimate need for payment "security." In contrast, a standard that more accurately captures such circumstances would be if payment is received more than thirty days after the due date for three consecutive months. Qwest already uses this "three consecutive month" standard in other contracts. For</p>	<p>thirty (30) Days after the Payment Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number. . . .</p>	<p>fashion as other CLECs.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>example, in a recent filing in Utah, McLeod quoted the definition of “Repeatedly Delinquent” in §26.4.4 of its ICA with Qwest as meaning “being thirty (30) days or more delinquent for three (3) consecutive months.” (<i>McLeod Brief.</i>) ATI, which was recently acquired by Eschelon, has the three consecutive month standard in its current ICA with Qwest in Washington as well. (<i>ATI ICA</i>, §26.4.4.) In Idaho, Qwest agreed to the three consecutive month standard with a company called Wavesent, even though Wavesent filed an arbitration petition on other issues. (<i>Wavesent Petition.</i>) Qwest has also had agreements with other carriers (such as wireless and paging companies) with the three consecutive month standard. The three consecutive month standard better meets the objective of the deposit provision. Qwest’s proposed language, in contrast, would allow Qwest to demand a deposit even when late payment is an isolated occurrence.</p>		
Issue 5-9	PROPOSAL #2 (issue 2):	Eschelon’s second option for the	SAME FOR ALL PROPOSALS:	If a bill is undisputed, Eschelon

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Section 5.4.5 Definition of Repeatedly Delinquent (2 of 3 issues 1 st Eschelon proposal for 5.4.5) (2 of 2 options)	5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a <u>six (6) month</u> period on the same Billing account number. . . .	definition of ‘Repeatedly Delinquent’ is the same as Qwest’s definition, except that Eschelon proposes six months instead of twelve. The undesirable scenario described under option one above would not occur with this definition, because the CLEC with nine consecutive months of timely payment in full would not fall within the definition. At the same time, Qwest would be protected in circumstances when late payment might reasonably be viewed as creating a legitimate concern about ability to pay that would justify a deposit.	5.4.5. . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a <u>twelve (12) month</u> period on the same Billing account number. . . .	should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs.
Issue 5-10 Intentionally Left Blank				
Issue 5-11 Section 5.4.5 Disputes Before Commission (3 of 3 issues in 1 st Eschelon	5.4.5Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a</u>	The parties have agreed on language that provides that a required deposit will be due within thirty days of demand. Eschelon has proposed an exception for situations when the party on whom the demand is made challenges with the Commission either whether a deposit is required on the amount of the deposit. In such an instance, the deposit would be due as ordered by	5.4.5Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a	If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
proposal for 5.4.5)	<u>Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u>	the Commission. This exception gives effect to the parties' right to bring disputes to the Commission for resolution. (<i>See</i> Section 5.18.1.)	Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.	
Issue 5-12 Section 5.4.5 Deposit Requirement (Eschelon Proposal #3)	PROPOSAL #3: 5.4.5 Each Party has will determined the other Party's credit status based on previous payment history, or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the If a Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <u>The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided</u>	Eschelon proposes a third option that, unlike the other two, does not hinge on the definition of Repeatedly Delinquent. Instead, this option provides an opportunity for the Commission to review a party's payment history and determine whether "all relevant circumstances warrant a deposit." This option provides the Commission with flexibility to determine contested deposit requirements on a case-by-case basis if and when such cases arise.	SAME FOR ALL PROPOSALS: Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. The	If a bill is undisputed, Eschelon should pay it. If Eschelon fails to make full payment regularly, it should be treated in the same fashion as other CLECs.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit. “Repeatedly delinquent” means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone.</u> The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is repeatedly delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with</p>		<p>Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit: “Repeatedly delinquent” means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing <u>and/or the date CLEC is repeatedly</u></p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.</p>		<p><u>delinquent as described above</u> for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.</p>	
<p>REVIEW OF CREDIT STANDING</p>				
<p>Issue 5-13 Section 5.4.7 Review of credit standing (1 of 2 options)</p>	<p>PROPOSAL #1: <u>5.4.7 Intentionally Left Blank.</u></p>	<p>Qwest has proposed a provision that would allow a Billing Party to review the other party’s credit standing and increase the amount of the deposit. Because this provision contains no criteria or standards defining when this provision may be invoked, it would effectively nullify the limitations set out in Section 5.4.5 on a party’s ability to demand a deposit. Qwest’s proposal does not describe the “credit history” that would be subject to review, the conditions</p>	<p><u>5.4.7 The Billing Party may review the other Party's credit standing and increase the amount of deposit required but in no event will the maximum amount exceed the amount stated in Section 5.4.5.</u></p>	<p>It is reasonable that Qwest may modify its deposit requirements based on the amount of financial risk at stake.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>that might justify such a review, or the circumstances that would warrant a modification. There is no limitation on ability to increase a deposit amount when the Billed Party is current in its payments. Such an unlimited ability to demand an increase in the amount of a deposit would be an open invitation to arbitrary action.</p> <p>This Section is also inconsistent with Section 5.4.5 in another way. Section 5.4.7, as proposed by Qwest, states that the amount of the deposit, when increased, may not exceed the maximum amount provided for under Section 5.4.5. Under Section 5.4.5, “The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the first three (3) months, from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services.” (Emphasis added.) Section 5.4.7 does not involve reconnection, resumption of order processing, or the CLEC being</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>repeatedly delinquent, so the deposit cap in 5.4.5 makes no sense within the context of Qwest’s 5.4.7 Accordingly, for a deposit increase under Section 5.4.7, there would be no “triggering event” that could be used to select three months for purposes of computing an average. Because of its inconsistency with the general deposit requirement set out in Section 5.4.5, Eschelon recommends that Section 5.4.7 be deleted and left blank. The provision is unnecessary in any event. The only legitimate need to modify a deposit that has been identified is recalculation of the deposit based upon financial standing, and that is already covered in Section 5.4.6.</p>		
<p>Issue 5-13 Section 5.4.7 Review of credit standing (2 of 2 options)</p>	<p>PROPOSAL #2: 5.4.7 <u>If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5,</u> the Billing Party may review the other Party’s credit standing and increase the amount of deposit required, <u>if approved by the Commission,</u> but in no event will the maximum amount</p>	<p>Eschelon’s other option for this language is to modify it to require that any increase in the amount of the deposit be approved by the Commission. The requirement of Commission scrutiny would alleviate some of the potential for abuse that is inherent in this provision.</p>	<p>PROPOSAL #2: 5.4.7 If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, the Billing Party may review the other Party’s credit standing and increase the amount of deposit required, if approved by the Commission, but in no event will the maximum amount</p>	<p>It is reasonable that Qwest may modify its deposit requirements based on the amount of financial risk at stake.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	exceed the amount stated in Section 5.4.5. <u>Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.</u>		exceed the amount stated in Section 5.4.5. Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.	
Issue 5-14 Intentionally Left Blank				
Issue 5-15 Intentionally Left Blank				
COPY OF NONDIS- CLOSURE AGREE- MENT				
Issue 5-16 Section 5.16.9.1 Non- disclosure Agreement	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or	Forecasting information is highly competitively sensitive and the parties have reasonably agreed that this information should not be disclosed to Qwest employees who are in a position to use it to Eschelon's competitive disadvantage. Accordingly, Section 5.16.9.1 of the agreement identifies Qwest employees who may, and who may not, have access to confidential information regarding Eschelon's forecasts. The parties agree that Qwest employees to whom Eschelon's forecasts and	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or	Providing nondisclosure agreements imposes an unreasonable burden.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. <u>Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.</u> Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.</p>	<p>forecasting information are disclosed will be required to execute a nondisclosure agreement covering the information. They disagree as to whether Qwest must provide Eschelon with a signed copy of each non-disclosure agreement within ten days of execution.</p> <p>Eschelon’s proposal to receive copies of executed non-disclosure agreements reflects the common practice in other contexts under which the parties exchange signature pages of confidentiality protective agreements so that a party will be aware of who is receiving its confidential information and will be in a position to raise objections if necessary. If Qwest does not provide Eschelon with copies of executed nondisclosure agreements, Eschelon will have insufficient information to object if sensitive information is provided to a Qwest employee not authorized by the ICA to receive it. Eschelon thus will have no way to confirm that its confidential information is being adequately protected. Qwest has already agreed that employees will</p>	<p>strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>sign the agreement. Eschelon’s proposal to receive copies of executed non-disclosure agreements reflects the common practice in other contexts under which the parties exchange signature pages of confidentiality protective agreements so that a party will be aware of who is receiving its confidential information and will be in a position to raise objections if necessary. Eschelon’s proposal to require Qwest to provide a copy of that existing executed agreement imposes little, if any, burden on Qwest.</p>		
<p>Issue 6-17 Intentionally Left Blank</p>				
<p>Section 6.6.4 – See Section 12.4.1.8 (Issue 12-80)</p>				
<p>Section 7.3.5.2 See Section 12.2.1.2 (Issue 12- 67(f))</p>				
<p>Section 7.4.7 - See Section</p>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
1.7.2 above (Issue 1-1)				
TRANSIT RECORD CHARGE AND BILL VALIDA- TION				
Issue 7-18 Section 7.6.3.1 Application of Transit Record Charge	<u>7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.</u>	Section 7.6 governs transit records and applies when Qwest or CLEC acts as a transit provider. It allows transit providers to exchange records to allow them to bill other carriers for transit traffic. Section 7.6.3 provides that there may be a charge for doing so. Eschelon is not a transit provider, and it does not use these records for billing carriers. The ongoing exchange of records anticipated by this language and upon which a charge may be based does not apply, therefore, to Eschelon's periodic need for samples of these records. Why does Eschelon occasionally need to review sample records? Qwest bills Eschelon for transit traffic, and Eschelon periodically needs to verify those bills. Section 21.8.4.3 contains language (similar to that in Section 5.4.4 of the	7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These record will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.	Eschelon's switch is capable of recording the originating calls Eschelon delivers to Qwest and the destination for such calls. Eschelon can validate Qwest billing with Eschelon's own data.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>SGAT) stating that the parties will “promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party.” It is reasonable for Eschelon to request sample records on occasion to verify Qwest’s bills. This is a cost of doing business for Qwest, which benefits from the payments that Eschelon makes to Qwest for the transit traffic. Because Section 7.6.3 contains no exception for the types of requests made pursuant to Section 21.8.4.3, Eschelon proposes to add a provision that explicitly states that there is no charge for sample records used to verify Qwest’s bills to CLEC. This provision will help eliminate ambiguity and avoid potential disputes about the application of the charge in Section 7.6.3, which was not intended for this situation. Eschelon has reasonably proposed that it will limit its request for sample records to a maximum of once every six months, provided that billing is accurate, to address any concern that a carrier opting into the ICA may try to use the exception to obtain records for</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>another purpose.</p> <p>Qwest has objected that this information is better obtained from Eschelon's switch. Although Eschelon's switch does record certain information at its switch, those records would only tell Eschelon who was called and that the call was handed off to Qwest. Eschelon can only infer from our records whether Qwest is acting as a transit provider. Discrepancies between Eschelon's records and the bills Eschelon receives from Qwest are one reason Eschelon might request records from Qwest for bill verification.</p>		
<p>Issue 7-19</p> <p>Section 7.6.4</p> <p>Transit Record Bill Validation Detail</p>	<p><u>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.</u></p>	<p>As discussed with respect to Section 7.6.3.1 above, Qwest bills Eschelon for transit traffic. Eschelon's proposed Section 7.6.4 states that Qwest, as the transit provider, will provide Eschelon with backup detail so Eschelon may verify that these charges are valid. CLECs need backup detail to verify charges. Qwest should not be allowed to deny CLECs this opportunity to verify whether its charges are legitimate. The</p>	<p>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.</p>	<p>Eschelon's switch is capable of recording the originating calls Eschelon delivers to Qwest and the destination for such calls. Eschelon can validate Qwest billing with Eschelon's own data.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		verification task is burdensome. A CLEC that takes it on must be given the information needed to do so. Eschelon has listed the information needed to verify these bills.		
COLLOCA- TION AVAILABLE INVENTORY				
Issue 8-20 Section 8.1.1.10.1.1 Collocation Available Inventory – Posting of Previous Quotes for Sites	<u>8.1.1.10.1.1 Notwithstanding any other provision of this Agreement, if Qwest prepares a Planning and Engineering Fee for a posted Collocation site and for any reason the posted Collocation site is returned to Qwest inventory, Qwest will post the quoted price from the Planning and Engineering Fee on the inventory list for that site and, for future requests for that site, will waive the Planning and Engineering Fee, as the quote has already been prepared, unless Qwest establishes a change in circumstance affecting the quoted price.</u>	When making a “new” versus “used” purchase decision, a buyer considers several factors, but price is almost always a key factor. Qwest offers essentially “used” collocations for sale through its “collocation available inventory” website list of available collocation sites, but those listings include no price. There is not even an estimate. When a collocation site is no longer being used by a CLEC and that site is returned to Qwest, the site is then posted on Qwest’s website as available inventory that is available for purchase by other CLECs. Eschelon has proposed language providing that, when Qwest prepares a quote and charges a QPF in connection with that quote, for a posted Collocation site and the site is subsequently returned to Qwest inventory, Qwest will post	8.1.1.10.1.1 Notwithstanding any other provision of this Agreement, if Qwest prepares a Planning and Engineering Fee for a posted Collocation site and for any reason the posted Collocation site is returned to Qwest inventory, Qwest will post the quoted price from the Planning and Engineering Fee on the inventory list for that site and, for future requests for that site, will waive the Planning and Engineering Fee, as the quote has already been prepared, unless Qwest establishes a change in circumstance affecting the quoted price.	There is no legal basis to order Qwest to post prices for this product, given that Qwest has no legal obligation to offer this product. Posting of previous quotes for a given site is not warranted in any case given that price will depend on what the ordering CLEC requires with regard to power, augments, etc., not on what a previous CLEC might have requested in a quote. Further, Eschelon is equally able to determine an expected price for a given site based on the Exhibit A rates in Eschelon's ICA, and has offered no justification to shift this burden to Qwest. The current process, whereby a CLEC applies and receives a quote, is reasonable. Further, this issue involves processes that affect all CLECs, not just Eschelon. Eschelon is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>the quoted price from the QPF and will waive the QPF for future quote requests.</p> <p>This provision does not require Qwest to go to any particular effort to prepare a quote. Rather, Eschelon’s proposal is reasonable because it only requires Qwest to post pricing information that it has already available to it as a result of having previously prepared a quote. Further, because Qwest has already charged for the preparation of the quote, the requirement that Qwest waive the fee for subsequent quotes reasonably prevents Qwest from receiving double recovery.</p> <p>Sections 8.2.10.3.2 provides that all services that were previously connected to the Collocation will be disconnected before the site is posted and that Qwest will inventory and post all Reusable and Reimbursable Elements. That work has been done before a quote is even prepared and the items posted will be the same for any requesting carrier. Also, Section 8.2.10.3.3 states that, if CLEC requests modifications to the Qwest posted</p>		<p>attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>site, the ICA terms relating to Augments will apply. If a CLEC was not identical to the Qwest posting, Qwest would treat it as an Augment. Therefore, any claim by Qwest that it cannot post the quote because CLECs do not order identical configurations is inconsistent with this closed language.</p> <p>Qwest has taken the position that it is not required to offer “used” collocation sites and, as a result, the Commission may not establish terms and conditions under which it makes its used collocation product available. However, section 251(c)(6) of the Act requires Qwest to “provide, on rates, terms and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements.” The Act does not state that physical collocation is “new” or “used.” It simply states that rates for collocation must be just and reasonable. Eschelon’s proposal meets that criterion of establishing just and reasonable rates for</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		Engineering and Planning Fees for previously used Collocations.		
Issue 8-20 (a) Section 8.2.10.4.3 Collocation Available Inventory – Space Augments	8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. If CLEC	Section 8.2.10.4.3 provides that Qwest may charge Qwest will verify whether a collocation site posted on Qwest’s available inventory site is still available for acquisition by conducting a feasibility study. If the site is available, a site survey will be arranged. Upon completion of the survey, “Qwest will prepare a quote based on the site inventory <i>and any requested modifications</i> to the site” (emphasis added). It then states that “CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote.” This language also appears, for example, in the Qwest-Covad ICA recently approved by this Commission (in Sections 8.2.8.4.2-8.2.8.4.3). Now, Qwest proposes to introduce a new sentence that states that Qwest may charge the higher augment fee instead of the special site assessment fee “if CLEC requests an augment application.” (Presumably, Qwest means to say an augment, and not an application,	8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. If CLEC	When a CLEC requests an augment in association with ordering an available inventory site, Qwest must perform certain planning and engineering work in order to determine how to provision that augment request. The QPF recovers the cost of this planning and engineering work. Qwest is entitled to recover its costs. Eschelon contends that Qwest's language is inconsistent with the language in 8.2.10.4.3 stating that the quote Qwest prepares will be based on the site inventory and any requested modifications. This language in Section 8.2.10.4.3, however, merely clarifies what the quote will cover, and how and when it will be prepared. If a CLEC requests modifications, the quote will include the charges for those modifications. It does not address the issue of cost recovery for preparing the quote where modifications are requested. That is addressed is Section 8.3.11.3.2, as stated in undisputed language within Section 8.2.10.4.3. It is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>requests an augment application then CLEC will be a charged a QPF instead of the special site assessment fee. Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.</p>	<p>as there is not a several thousand dollar fee for requesting a form application.) The special site assessment fee, however, already includes "any requested modifications." Qwest's proposal is inconsistent with the ICA's language and is not cost based.</p>	<p><u>requests an augment application then CLEC will be a charged a QPF Fee instead of the special site assessment fee.</u> Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.</p>	<p>quite clear that Section 8.2 of the Agreement (including Section 8.2.10.4.3.) sets forth general terms, as it is entitled "General Terms - Collocation Available Inventory." It is equally clear that Section 8.3 establishes rate elements, as it is entitled "rate elements." Section 8.3.11 (which includes Section 8.3.11.3.2) is specifically entitled "Rate Elements-- Collocation Inventory." Section 8.3.11.3.2 expressly and unequivocally states that when a CLEC requests modifications to a site in its application, the QPF will apply. Qwest's proposed language in Section 8.2.10.4.3 regarding the process to prepare a quote merely clarifies and reiterates, consistent with the more specific rate element provision in Section 8.3.11.3.2, that Qwest will charge the QPF if a CLEC requests modifications-- consistent with Section 8.3.11.3.2.</p>
<p>Section 8.2.3.9 See Issue 8-24 (below)</p>				
<p>POWER</p>				
<p>Issue 8-21</p>	<p>8.2.1.29.2.1 CLEC orders DC</p>	<p>Qwest proposes to use the term</p>	<p>8.2.1.29.2.1 CLEC orders DC</p>	<p>Qwest must engineer and provision</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Section 8.2.1.29.2.1</p> <p>See (a)-(f) below for related issues for sections 8.2.1.29.2.2 8.3.1.6 8.3.1.6.1 8.3.1.6.2 & subparts (a)&(b); Exhibit A 8.1.4 and subparts</p> <p>-48 Volt Power Measurement</p>	<p>power feeder cables plant in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. Qwest measures power usage on the power board, as described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.</p>	<p>“power usage” to support its position that there are two charges, but only one of them is adjusted based on usage readings. Eschelon disagrees for the reasons stated below. <i>See</i> Eschelon’s position statement for Issue 8-21(b) (Section 8.3.1.6).</p>	<p>power plant feeder cables in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. Qwest measures power <u>usage</u> on the power board, as described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.</p>	<p>its power plant as ordered to be able to provide the power requested by a CLEC. Qwest's language would allow Eschelon to elect to have its actual DC Power usage measured, and billed on a measured basis. Qwest's charge for power plant, however, is different than its charge for power usage, and cannot be adjusted based on a CLEC's actual power consumption. If a CLEC orders a 100 amp power connection, then that is what Qwest provisions, and it charges on that basis. A CLEC may only use 40 amps for a given period of time, but that does not alter the fact that Qwest provisioned the CLEC's order for 100 amps-- as requested by the CLEC. Power usage can be measured and billed based on actual consumption, and that is what Qwest's language accomplishes. There is no way, however, to adjust power plant based on usage. A 100 amp connection is provisioned to be able to provide 100 amps of power at all times-- pursuant to the CLEC's request-- and remains so month to month, regardless of how much power the CLEC actually uses. If a</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				CLEC determines that it requires less or more power it may submit an appropriate augment request to make that change, and this will change its monthly DC power plant charge. Failing that, however, Qwest will bill DC power plant ordered at 100 amps at that 100 amp rate, because that is what Qwest has provisioned and that is what Qwest delivers to the CLEC-- the capability to always draw 100 amps over that connection.
Issue 8-21 (a) Section 8.2.1.29.2.2 -48 Volt Power Measurement	8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. Qwest will bill CLEC power usage based on the <u>size of the feeder cabled ordered pursuant to Section 8.2.1.29.2.1 above</u> amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this Section. Qwest will measure power usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request. Qwest will perform a maximum of four (4) readings per	Regarding us of the term “power usage,” Qwest proposes to use the term “power usage” to support its position that there are two charges, but only one of them is adjusted based on usage readings. Eschelon disagrees for the reasons stated below. <i>See</i> Eschelon’s position statement for Issue 8-21(b) (Section 8.3.1.6). The other open issue in this section relates to commencement of usage charges. Qwest’s proposal appears designed to prevent CLECs from requesting power measurement before installing equipment (so that the measure is zero) and then	8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. Qwest will bill CLEC power usage based on the <u>size of the feeder cabled ordered pursuant to Section 8.2.1.29.2.1 above</u> amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this Section. Qwest will measure power usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request. Qwest will perform a maximum of four (4) readings per	Eschelon objects to language stating that Eschelon must have its equipment in place before it requests a reading for purposes of DC power usage measuring. Qwest does not understand Eschelon's position on this issue. It would make little sense to take a power reading before Eschelon has placed any equipment, as, without equipment, Eschelon would be drawing no power.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>year for a particular Collocation site. CLEC is required to have its equipment in place prior to making any request for Qwest measure power usage. If the initial measurement is zero, CLEC must notify Qwest when its equipment is in place and allow Qwest an additional reading to measure power. Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly power usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Once Qwest receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading.</p>	<p>afterward installing equipment and obtaining up to six months of zero usage charges. Eschelon agrees that should not occur. Eschelon's proposal also accounts, however, for another unfair situation. Until power is measured, Qwest charges based on amount ordered. If CLEC is not using the power ordered (such as due to a vendor delay in installing equipment), CLEC should be able to obtain measurement and not pay for power not used. Eschelon's language treats both situations fairly. Qwest's language protects Qwest but does not account for CLEC's concern.</p>	<p>year for a particular Collocation site. CLEC is required to have its equipment in place prior to making any request for Qwest measure power usage. If the initial measurement is zero, CLEC must notify Qwest when its equipment is in place and allow Qwest an additional reading to measure power. Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly power usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Once Qwest receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading.</p>	
Issue 8-21 (b)	8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power	The central difference between the parties' proposals on this power	8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power	Qwest must engineer and provision its power plant as ordered to be able

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Section 8.3.1.6</p> <p>-48Volt Power Measurement</p>	<p>charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. <u>Both Power Charges described in this Section are adjusted based on usage readings when power is measured.</u></p>	<p>issue is whether measured usage is adjusted based on usage readings for both power charges (called power plant and power) or only the latter charge. This issue is discussed in complaints by McLeod against Qwest in several states. See Washington (Docket No. UT-063013), Utah (Docket No. 06-2249-01), Colorado (Docket No. 06F-124T), Arizona (Docket No. T-03267A-06-0105, Docket No. T-01051B-06-0105), Minnesota (Docket No. P421/C06-691).</p> <p>The Commission should adopt Eschelon’s language. Section 252(d) mandates that rates be based on costs. When power is measured, actual usage reflects costs and should be used for cost-based charges. Qwest’s proposal results in discriminatory treatment, with Qwest paying less for power than CLECs.</p>	<p>charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. Both Power Charges described in this Section are adjusted based on usage readings when power is measured.</p>	<p>to provide the power requested by a CLEC. Qwest's language would allow Eschelon to elect to have its actual DC Power usage measured, and billed on a measured basis. Qwest's charge for power plant, however, is different than its charge for power usage, and cannot be adjusted based on a CLEC's actual power consumption. If a CLEC orders a 100 amp power connection, then that is what Qwest provisions, and it charges on that basis. A CLEC may only use 40 amps for a given period of time, but that does not alter the fact that Qwest provisioned the CLEC's order for 100 amps-- as requested by the CLEC. Power usage can be measured and billed based on actual consumption, and that is what Qwest's language accomplishes. There is no way, however, to adjust power plant based on usage. A 100 amp connection is provisioned to be able to provide 100 amps of power at all times-- pursuant to the CLEC's request-- and remains so month to month, regardless of how much power the CLEC actually uses. If a CLEC determines that it requires</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				less or more power it may submit an appropriate augment request to make that change, and this will change its monthly DC power plant charge. Failing that, however, Qwest will bill DC power plant ordered at 100 amps at that 100 amp rate, because that is what Qwest has provisioned and that is what Qwest delivers to the CLEC-- the capability to always draw 100 amps over that connection.
Issue 8-21 (c) Section 8.3.1.6.1 -48 Volt Power Measurement	8.3.1.6.1 <u>There are two -48V DC Power charges: (1) The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. (2) The -48 Volt DC Power Usage Charge, which is also specified in Exhibit A. Both -48V DC Power charges may be either non-measured or measured, as follows:</u>	<i>See</i> Eschelon's position statement for Issue 8-21(b).	8.3.1.6.1 There are two -48V DC Power charges: (1) The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. (2) The -48 Volt DC Power Usage Charge, which is also specified in Exhibit A. Both -48V DC Power charges may be either non-measured or measured, as follows:	<i>See</i> Qwest's position statement for Issue 8-21(b).
Issue 8-21 (d)	8.3.1.6.2 The -48 Volt DC Power Usage Charge recovers the cost of	<i>See</i> Eschelon's position statement for Issue 8-21(b) and, regarding	8.3.1.6.2 The -48 Volt DC Power Usage Charge recovers the cost of	<i>See</i> Qwest's position statement for Issue 8-21(b).

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Section 8.3.1.6.2 and subparts (a) & (b) -48 Volt Power Measurement	<p>the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.</p> <p>a) Non-Measured -48 Volt DC Power Usage Charge – Qwest will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. Qwest will not adjust the billed usage based upon power usage readings. This applies to all CLEC orders for -48 Volt DC Power which are equal to or less than sixty (60) amps. Qwest will apply the -48 Volt DC Power Usage Charge for the quantity of power ordered by CLEC. Qwest will not adjust the billed usage based upon actual usage. power usage readings. This charge also applies to all CLEC orders for -48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.</p> <p>b) Measured -48 Volt DC Power Usage Charge – This</p>	<p>terminology, Issue 8-21.</p>	<p><u>the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.</u></p> <p>a) Non-Measured -48 Volt DC Power Usage Charge – <u>Qwest will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. Qwest will not adjust the billed usage based upon power usage readings.</u> This applies to all CLEC orders for -48 Volt DC Power which are equal to or less than sixty (60) amps. Qwest will apply the -48 Volt DC Power <u>Usage</u> Charge for the quantity of power ordered by CLEC. Qwest will not adjust the billed usage based upon <u>actual usage.</u> <u>power usage readings.</u> This charge also applies to all CLEC orders for <u>-48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.</u></p> <p>b) Measured -48 Volt DC Power <u>Usage</u> Charge – This</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>measured power usage charge applies, if elected by CLEC, on a per amp basis to <u>all</u> orders of greater than sixty (60) amps. For orders of greater than sixty (60) amps, CLEC may elect Measured-48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement. Qwest will initially apply the -48 Volt DC Power <u>Usage</u> Charge to the quantity of power ordered by CLEC. Qwest will determine read the actual <u>power</u> usage as described in Section 8.2.1.29.2.2 and will charge based on the power usage at the time of the reading, on a going forward basis, until the next reading.</p>		<p><u>measured power usage charge</u> applies, if elected by CLEC, on a per amp basis to all orders of greater than sixty (60) amps. <u>For orders of greater than sixty (60) amps, CLEC may elect Measured -48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement.</u> Qwest will initially apply the -48 Volt DC Power <u>Usage</u> Charge to the quantity of power ordered by CLEC. Qwest will determine read the actual <u>power</u> usage as described in Section 8.2.1.29.2.2 and will charge based on <u>the power</u> usage at the time of the reading, on a going forward basis, until the next reading.</p>	
<p>Issue 8-21 (e)</p> <p>Exhibit A, Section 8.1.4 and subparts</p> <p>-48 Volt Power Measurement</p>	<p>8.1.4 Power Plant</p> <p>8.1.4.1.1 Less Than 60 Amps, per Amp Ordered <u>\$9.20</u></p> <p>8.1.4.1.2 Equal to or Greater Than 60 Amps, per Amp Ordered <u>\$7.32</u></p> <p>8.1.4.2.1 Less Than 60 Amps, per Amp Ordered</p> <p>8.1.4.2.2 Greater Than 60 Amps, per Amp Ordered or Used</p>	<p>Eschelon disagrees with Qwest’s proposed changes to the rate element descriptions in Exhibit A. Section 8.1.4.1 already indicates that the rates are per amp, per month. Whether the rate applies per amp “ordered” (as opposed to actual usage) is appropriately addressed by the text of the ICA language. (See Issues 8-21(b) and 8-21(c).)</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p>		
<p>Section 8.2.3.9 - See Issue 8-24</p>				
<p>Issue 8-22</p> <p>Section 8.3.9.1.3 & 8.3.9.2.3</p> <p>-48 Volt Power QPF</p>	<p>8.3.9.1.3 <u>Intentionally Left Blank, DC Power Reduction QPF:</u> Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.</p>	<p>In situations when a CLEC has paid Qwest to reserve power, there should be no Quote Preparation Fee (QPF). The CLEC has paid Qwest a monthly charge for the reservation, so Qwest should not be altering that which was reserved. It should stand ready for CLEC’s use, because that is what the CLEC is paying for. Qwest’s QPF represents many hours of work. Such work</p>	<p><u>8.3.9.1.3 DC Power Reduction QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.</u></p>	<p>As stated in Qwest's proposed language, the QPF associated with a CLEC's request for power reduction or power restoration recovers the costs of performing a feasibility study and producing the quote related to the CLEC's request. It covers the project, order and support management, engineering and planning associated with the administrative function of</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>8.3.9.2.3 DC Power Restoration <u>Without Reservation</u> QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Restoration <u>Without Reservation</u> request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.</p>	<p>should not be required due to the reservation.</p>	<p>8.3.9.2.3 DC Power Restoration Without Reservation QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Restoration Without Reservation request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.</p>	<p>processing the request. Qwest is entitled to recover its costs.</p>
<p>Issue 8-23 Intentionally Left Blank</p>				
<p>Issue 8-24 Section 8.2.3.9 NEBS Standards</p>	<p>8.2.3.9 <u>Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC's listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to</u></p>	<p>The majority of this section deals with situations in which Qwest believes that CLEC activities or equipment involved in a collocation installation do not comply with applicable safety standards or are in violation of applicable laws or regulations. In such a case, Qwest has a severe remedy available: it can stop all installation work related</p>	<p>8.2.3.9 Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC's listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to</p>	<p>Eschelon bears the burden of confirming that the equipment it seeks to collocate complies with applicable NEBS requirements, and Eschelon's proposed language would inappropriately shift this burden to Qwest. Eschelon is just as capable as Qwest of determining whether its equipment satisfies NEBS requirements. Further, this</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that Qwest’s determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in</p>	<p>to the activities or equipment at issue until the situation is remedied or the CLEC demonstrates that Qwest was mistaken. Eschelon has agreed to these provisions as necessary safety measures to protect personnel and property during installations. Eschelon does not, however, believe that Qwest should be able to cease work on implementing a collocation installation if it learns in the <i>application process</i> that the CLEC contemplates installing equipment that Qwest believes to be sub-standard. Eschelon proposes two sentences at the beginning of the section that ensure that Qwest will notify the CLEC in writing in such an instance and begin a dialog with the CLEC regarding the equipment as necessary. Qwest should not wait until the CLEC is incurring the expense of installing the equipment to notify CLEC of its objections. Therefore, Eschelon includes a 10-day time frame for Qwest to provide notice to the CLEC of the perceived problem. The onus is on Qwest to promptly read the CLEC’s application and notify it of any potential problems for two reasons:</p>	<p>Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that Qwest’s determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in</p>	<p>issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.</p>	<p>1) Qwest makes the determination that the CLEC's equipment may not comply, opening the situation up to possible work stoppage; and 2) Qwest requires the CLEC to include a list of all planned equipment in the collocation application, so it is incumbent upon Qwest to use that list to put the CLEC on notice of any potential issues. In any event, if work is stopped, it should only be the work related to the activities or equipment at issue.</p>	<p>question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.</p>	
<p>Issue 8-25 Intentionally Left Blank</p>				
<p>Issue 8-26</p>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
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Issue 8-27 Intentionally Left Blank				
Issue 8-28 Intentionally Left Blank				
Issue 8-29 Intentionally Left Blank				
Issue 8-30 Intentionally Left Blank				
Sections 9.1.1.1.1 & 9.1.1.1.1.1 – <i>See</i> Issue 9- 58(e) (Section 9.23.4.4.3.1) below				
Sections 9.1.1.1.1 & 9.1.1.1.1.2 – <i>See</i> Issue 9- 58(d) (Section 9.23.4.5.1) below				
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Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p align="center">ATORY ACCESS TO UNES</p>				
<p>Issue 9-31 Section 9.1.2 Non-discriminatory access to UNES</p>	<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Unbundled Network Elements</u> includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders). Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to</p>	<p>Qwest has recently revealed a new agenda to charge tariff rates for activities that have been to date handled as access to UNES provided at TELRIC rates. Despite all of the work that was done in the 271 proceedings relating to nondiscriminatory access to UNES, now that Qwest has its interLATA authority, Qwest has started to claim that design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders design changes (as well as other activities) are “not UNES” and Qwest will pursue charging its tariff rate for these activities. If the Commission does not explicitly address this issue, the companies could have expended the resources to go through the entire arbitration without a ruling on this issue, leaving Qwest to claim that the results have a very different meaning that Eschelon had understood. Eschelon’s language in Section 9.1.2 will clarify this issue</p>	<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Activities available for Unbundled Network Elements</u> includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders) <u>at the applicable rates.</u> Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission</p>	<p>Eschelon's proposed language is unnecessary and improper.</p> <p>First, agreed language in Section 9.1.2 establishes that Qwest must provide Eschelon with nondiscriminatory access to UNES and that Qwest will perform for Eschelon the same routine network modifications if performs for its own end-user customers. This agreed language renderd Eschelon's proposed language unnecessary.</p> <p>Second, it has long been established that the Act only requires an ILEC to provide access to its <i>existing</i> network, not access to "a yet unbuilt superior one." <i>Iowa Utils. Bd. v. FCC</i>, 120 F.3d 753, 813 (8th Cir. 1997). Under Eschelon's proposed language, Qwest could be required to build new facilities and to provide access to "a yet unbuilt superior network." For example, the undefined requirement for Qwest to "add to" UNES could obligate Qwest to build new facilities and to go beyond the</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality</p>	<p>and provide certainty and administrative efficiency. The parties should know the meaning of the language and rates approved through this Section 252 arbitration. If Qwest later obtains a contrary ruling on this issue in another setting, Qwest may pursue an amendment to the ICA pursuant to the change in law provisions of the agreement.</p> <p>Qwest’s position is contrary to the law. Qwest must provide not only the UNE but also meaningful <i>access</i> to the UNE. In its <i>First Report and Order</i> at ¶268, the FCC found that the requirement to provide “access to UNEs” must be read broadly, concluding that the Act requires that UNEs “be provisioned in a way that would make them useful” and “[t]he ability of other carriers to obtain access to a network element for some period of time does not relieve the incumbent LEC of the duty to maintain, repair, or replace the unbundled network element.” The FCC’s rules regarding access to unbundled elements prescribe that an ILEC must provide a carrier</p>	<p>facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest</p>	<p>routine network maintenance that ILECs must provide. Similarly, Eschelon does not define the meaning of "changing the UNE," thereby leaving the door open to changes that go beyond routine network maintenance.</p> <p>Third, through this proposal, Eschelon also may be attempting to obtain modifications to UNEs without paying for them or by seeking TELRIC ("total element long run costs") rates for services not within Section 251 of the Act and for which TELRIC rates do not apply. Although it is not clear from the proposed language, Eschelon's proposal also may assume that the price it pays to lease a UNE from Qwest entitles it to repairs, changes, additions, and modifications without further payment. That result would clearly violate Qwest's legal right to recover the costs it incurs to provide access to UNEs and interconnection, since UNE rates do not include the costs of these activities.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	requirements.	<p>purchasing UNEs not only the physical facility, but also all the capabilities of providing service, such as add/move/change, provisioning and maintenance and repair. Section 51.307(c) provides: “An incumbent LEC shall provide a requesting telecommunications carrier access to an unbundled network element, along with all of the unbundled network element's features, functions, and capabilities, in a manner that allows the requesting telecommunications carrier to provide any telecommunications service that can be offered by means of that network element.” In addition, Section 51.313(c) provides: “An incumbent LEC must provide a carrier purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the incumbent LEC's operations support systems.” Eschelon’s proposed language reflects these obligations and needs to be added to the ICA to avoid disputes in light of Qwest’s expressed intention to unilaterally require payment of tariff rates, even</p>	shall comply with all state wholesale service quality requirements.	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		when the Commission has approved TELRIC rates.		
Issue 9-32 Sections 9.1.2.1.3.2.1; 9.1.2.1.3.2.2; 9.2.2.3.2 & 9.2.2.16 Delayed Orders when Facilities are Not Available (1 of 4 options)	<p>PROPOSAL #1</p> <p><u>9.1.2.1.3.2.1 Qwest will send CLEC an indication that there is a lack of available facilities and the order will be delayed. The delayed order will remain open, pending availability of facilities at Parity with retail End User Customer orders. In the event that an engineering job is completed that would allow delivery of the UNEs requested, or Qwest completes construction of facilities for delivery of UNEs for CLEC pursuant to a request to build as described in Section 9.19, and this occurs after Qwest sends the delayed order notification, CLEC will receive a new FOC identifying a new Due Date when the UNEs will be available for installation.</u></p> <p><u>9.1.2.1.3.2.2: Intentionally Left Blank.</u></p> <p>9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop</p>	<p>Several related provisions in the ICA, that are grouped together here, all relate to CLEC orders that are delayed beyond the due date because facilities are unavailable (<i>i.e.</i>, “held” orders). The issue is whether such an order should remain open until Qwest either fills the order (because facilities become available) or Eschelon cancels the order (<i>e.g.</i>, because its customer no longer wants Eschelon to provide the facilities) rather than Qwest cancelling it automatically after a set number of days and moving Eschelon (and its customer) to the end of the queue for those facilities. Eschelon proposes four alternative language options for resolution of this issue. This issue is also another example of Qwest using CMP to serve its own purposes, as explained below. In the past, Qwest has said that it has one proposal for this group of issues, in response to all four of Eschelon’s proposals. While Qwest’s current proposal is 90 days (plus the “in the ground” language described with respect to</p>	<p><u>9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job rder for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC’s order will be assigned to it. The CLEC’s order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.</u></p> <p><u>9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the</u></p>	<p>In a good faith effort to resolve this dispute, Qwest has agreed, consistent with Eschelon’s proposal no. 2, to hold orders for facilities open for 90 days when no facilities are available. Qwest believes that with its adoption of this position, this issue should close.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order <u>Qwest will hold the order pending availability of facilities.</u></p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of thirty (30) business days; the order will remain open, pending availability of facilities unless CLEC cancels the order. <u>If facilities become available to fill the order within that thirty</u></p>	<p>Issue 9-32(a), Eschelon assumes that Qwest would revert to 30 days if the Commission chooses either option three or four. At least, Eschelon has no objection to use of 30 days (instead of 90 days) for options three and four.</p> <p>ILECs must provision UNEs to CLECs on terms and conditions that are no less favorable than the terms and conditions under which the ILECs provide such elements to themselves. (47 CFR §51.313(b); <i>Local Competition Order</i> ¶315.) Qwest does not automatically cancel its own customers' held orders after 30 days. With respect to CLECs, however, Qwest cancels CLEC orders that are held for facilities after 30 days. Qwest implemented this cancellation of held orders policy over Eschelon's objection in CMP. Qwest denied Eschelon's change request in CMP in early 2002. The CMP document provides that, after denial, Eschelon may bring this issue to the Commission in any forum. Eschelon chose this arbitration as the forum (not knowing at the time how long negotiations would take).</p>	<p><u>order as pending for a period of thirty (30) ninety (90) business days. Qwest shall send such jeopardy notice to CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date</u></p> <p><u>(i) If facilities become available to fill the order within that thirty (30) ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.</u></p> <p><u>(ii) If facilities do not become available to fill the order within that thirty (30) ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.</u></p> <p><u>(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:</u></p> <p><u>(a) submit a request to build UNEs pursuant to Section 9.19 of this</u></p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>(30) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC’s order shall have priority in any facilities made available under the terms of this section.</p>	<p>Facilities should be available on a first come, first-served basis. Agreed upon language in Section 9.2.2.1, for example, states: “Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis. . . .” In situations when an end user customer chooses Eschelon, Eschelon submits that order, and Eschelon is first in line (the “queue”) to obtain facilities, Qwest should not be able to invalidate that customer’s choice and Eschelon’s order based on an arbitrary policy unrelated to both the end user’s and Eschelon’s continuing desire to remain first in line for those facilities. On Day 31 (or Day 91 under Qwest’s “new” practice), Eschelon’s customer still desires service and Eschelon is still its carrier of choice, but Qwest arbitrarily moves Eschelon to the end of the queue (or, more accurately, takes Eschelon out of the queue). If facilities become available on Day 32 (or 92), a carrier that was not the first to</p>	<p><u>Agreement, or (b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.</u></p> <p>9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. <u>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.</u> If no copper facility capable of supporting the requested service is available, <u>Qwest will hold the order</u></p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>come, gets served before Eschelon. This carrier may be Qwest.</p> <p>Eschelon has shown great flexibility in attempting to address this issue. If the objection, for example, is that the language poses an administrative burden for Qwest, Eschelon has offered alternatives that shift the burden to Eschelon. The first option of the four options is the most consistent with public policy, but Eschelon offers any of these options for consideration. The four options are: (1) The delayed order will remain open until Qwest fills it or CLEC cancels it to ensure the end user and Eschelon retain their position in queue and the customer gets its choice (as is currently done in the state of Washington); (2) the delayed order will remain open for 90 days, instead of the 30 proposed by Qwest, with no other change in the language regarding availability of facilities; (3) the delayed order will be canceled after 30 days (or 90 days) but CLEC may resubmit the order within 3 business days to retain its position in queue; or (4) the delayed order will be canceled</p>	<p>for ninety (90) Days Qwest will hold the order pending availability of facilities.</p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, <u>Qwest shall maintain the order as pending for a period of ninety (90) thirty (30) business days. the order will remain open, pending availability of facilities unless CLEC cancels the order.</u> If facilities become available to fill the order <u>within that ninety (90) thirty (30) business day period</u>, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>after 30 days (or 90 days) unless CLEC submits a supplemental order before then to extend the due date (instead of rejecting the supplemental order). In negotiations before arbitrations commenced Qwest rejected each of these alternatives—evidence that its real concern is not the alleged administrative burden but rather the competitive advantage it gains from its proposal.</p> <p>The language of the first option (order remains open and is not canceled) is the same as language adopted by the Washington Commission. (<i>WA 271 Order</i>, pp. 8-15.) As Washington is the only Commission in Qwest territory to date to have ordered this language, it is the only state where Qwest does not cancel held orders after 30 days. As Qwest will not do so unless ordered, the Commission should order this language to prevent discrimination and protect end user customers and their choice of carriers. This option best ensures that the customer that is “first come” will be “first served.”</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 9-32(a)</p> <p>Sections 9.1.2.1.3.2.1; 9.1.2.1.3.2.2 (iii)(c)</p> <p>Delayed Orders when Facilities are Not Available – Maintain the order as pending (2 of 4 options)</p>	<p>PROPOSAL #2</p> <p>9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC’s order will be assigned to it. The CLEC’s order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.</p> <p>9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of thirty (30) ninety (90) business days.</p>	<p>Eschelon’s second option is for the delayed order to remain open for 90 days, instead of the 30 initially proposed by Qwest, with no other change in the language relating to availability of facilities. This is less desirable from a public policy standpoint, because the same situation occurs on Day 92 as described above for Day 32 – the end user customer and its carrier of choice lose their “first come” status and go to the end of the queue. But, at least there is longer period of time during which facilities might become available while CLEC and its end user are still first in queue.</p> <p>Although Qwest has recently changed its proposal to 90 days, it initially did so by conditioning that 90-day offer upon adoption of new language that changes the long-standing language regarding “availability of facilities.” Qwest now proposes unexplained language relating to facilities that are “in the ground” for Section 9.2.2.3.2. As indicated above, Eschelon’s CMP change request was denied in CMP in 2002 and Eschelon challenges the denial in this arbitration. Qwest</p>	<p>9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC’s order will be assigned to it. The CLEC’s order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.</p> <p>9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of ninety (90) business days. Qwest shall send such jeopardy notice to</p>	<p>See Qwest's position statement set forth above relating to Eschelon proposal no. 2.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Qwest shall send such jeopardy notice to CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date</p> <p>.(i) If facilities become available to fill the order within that thirty (30) ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.</p> <p>(ii) If facilities do not become available to fill the order within that thirty (30) ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.</p> <p>(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:</p> <p>(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or</p> <p>(b) while a UNE order is in</p>	<p>maintained the same position for years.</p> <p>Very recently, on June 1, 2006 -- after Eschelon filed its first arbitration petition asking regulators to review Qwest's conduct -- Qwest, via CMP, issued a notice adopting, in part, the extension from 30 days to 90 days that Eschelon had originally proposed. Eschelon responded in CMP by requesting that Qwest include all four of Eschelon's alternative proposals for CLEC consideration. The CMP Document allows Qwest several alternatives for responding to such a comment, such as placing it on a meeting agenda or scheduling an ad hoc call to discuss. Instead, Qwest merely "acknowledged" Eschelon's comment. On July 14, 2006, Qwest implemented the one alternative it preferred, the 90 day hold policy described in Qwest's original notice without discussion of the other alternatives. Qwest did not include in its CMP notice new language, later proposed to Eschelon to change the long standing language relating to "unavailability" of</p>	<p>CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date</p> <p>.(i) If facilities become available to fill the order within that ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.</p> <p>(ii) If facilities do not become available to fill the order within that ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.</p> <p>(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:</p> <p>(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or</p> <p>(b) while a UNE order is in Jeopardy Status, CLEC may cancel</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.</p> <p>[CONDITIONAL]:</p> <p>9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. <u>If copper facilities are in the ground than</u> Qwest will hold the order for ninety (90) Days. If no copper facility capable of supporting the requested service is <u>available in the ground</u>, Qwest will reject the order.</p>	<p>facilities (which is part of its current practice as still reflected in its current PCAT) to Qwest’s new “in the ground” ICA language that it proposes in arbitration today. In other words, interestingly, the only change that Qwest put through CMP, to support its arbitration position that CMP is where the issue belongs, is the issue of 30 versus 90 days. This is a CLEC friendly position and got no real opposition, other than Eschelon’s comment. In contrast, <i>after</i> Qwest submitted the 90-day issue to CMP, Qwest provided its brand new proposal to change “available” to “in the ground” in Section 9.2.2.3.2 in the ICA negotiations, <i>without any CMP activity</i>. This shows Qwest is willing to accept ICA language that is not “uniform,” even though an issue affects multiple CLECs, when the non-uniform provision benefits Qwest. Qwest should not be able to pick and choose when an issue belongs in ICA or CMP in this results oriented manner.</p> <p>The new language re-opened the issue. Qwest did not explain why language that Eschelon has</p>	<p>its UNE order at any time at no charge.</p> <p>9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. <u>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.</u> If no copper facility capable of supporting the requested service is available, <u>Qwest will hold the order for ninety (90) Days Qwest will hold the order</u> pending availability of facilities.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of thirty (30) ninety (90) business days. If facilities become available to fill the order within that thirty (30) ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.</p>	<p>proposed be included in the held order section of the ICA "must" go through CMP, while language proposed by Qwest to be included in the very same section does not. Qwest later withdrew the "in the ground" language. Qwest's handling of the issue of held orders when facilities are not available is another example of Qwest using CMP as a shield and a sword, when convenient to do so and with the result, if successful, of diminishing Commission oversight.</p> <p>Qwest had an opportunity to choose its preferred alternative among the four options offered by Eschelon to avoid litigation and did not, so now it is in litigation, and the Commission should consider the merits of all four proposals and adopt the one that it finds is most in the public interest. For example, in Minnesota, the Department of Commerce has indicated it has questions about parity and the treatment of Qwest's retail end users on this issue so it conducted discovery on that issue. Eschelon will not foreclose any public policy review by early closure of this</p>	<p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of ninety (90) business days. If facilities become available to fill the order within that ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		issue. If the staff and Commission indicate that Qwest's preferred option (#2) is acceptable, Eschelon will not object to selection of option #2.		
Issue 9-32 (b) Section 9.1.2.1.3.2.2 (iii)(c); 9.2.2.3.2; 9.2.2.16 (3 of 4 options) Delayed Orders when Facilities are Not Available – Remain in Queue	PROPOSAL #3 (c) If Qwest rejects the order after thirty (30) business days, CLEC may re-submit the order. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status. 9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also	The third option is for the delayed order to be canceled after 30 days (or 90 days) but CLEC may resubmit the order within 3 business days to retain its position in queue. This proposal shifts any burden of tracking the order and whether the end user still desires the order to CLEC. It also ensures that the CLEC must periodically take action to re-confirm its interest in the facilities so that, if no longer interested, the place in queue can go to another carrier. To address any concern that doing so may affect the PIDs, Eschelon specifically states that it will not.	(c) If Qwest rejects the order after thirty (30) business days, CLEC may re-submit the order. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status. 9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also	See Qwest's position statement set forth above relating to Eschelon proposal no. 2.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>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. If no copper facility capable of supporting the requested service is available, <u>then Qwest will reject the order. CLEC may re-submit the order. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status.</u></p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order</p>		<p>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. <u>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.</u> If no copper facility capable of supporting the requested service is available, <u>Qwest will hold the order for ninety (90) Days Qwest will hold the order</u> pending availability of facilities.</p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order (“initial order”), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30)</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>(“initial order”), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then Qwest will reject the order. CLEC may re-submit the order. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. -If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC’s maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status. Any facility orders placed by any other provider, including Qwest, which predate CLEC’s initial order shall have priority in any facilities made available under the terms of this</p>		<p>business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then Qwest will reject the order. CLEC may re-submit the order. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC’s maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status. Any facility orders placed by any other provider, including Qwest, which predate CLEC’s initial order shall have priority in any facilities made available under the terms of this section.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	section.			
Issue 9-32 (c) Section 9.1.2.1.3.2.2 (iii) (c) (4 of 4 options) Delayed Orders when Facilities are Not Available – Supplement the order	PROPOSAL #4 (c) submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. If CLEC submits such a supplemental request, the CLEC service order will remain open until the requested Due Date or until CLEC submits another supplemental request. Qwest will not reject CLEC's supplemental requests based on the Due Date change. If facilities become available, Qwest will send CLEC another FOC with a new Due Date. 9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST	The fourth option is for the delayed order to be canceled after 30 days (or 90 days) unless CLEC submits a supplemental order before then to extend the due date (instead of rejecting the supplemental order). This proposal shifts any burden of tracking the order and whether the end user still desires the order to CLEC. This option has the additional advantage of not having to be concerned with what happens to any other orders during the 3 business days before CLEC may resubmit its order. Both parties will do less work, because the due date is merely supplemented instead of both parties processing an entire new order. This option also ensures that the CLEC must periodically take action to re-confirm its interest in the facilities so that, if no longer interested, the place in queue can go to another carrier. To address any concern that doing so may affect the PIDs, Eschelon specifically states that it will not.	(c) submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. If CLEC submits such a supplemental request, the CLEC service order will remain open until the requested Due Date or until CLEC submits another supplemental request. Qwest will not reject CLEC's supplemental requests based on the Due Date change. If facilities become available, Qwest will send CLEC another FOC with a new Due Date. 9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST	See Qwest's position statement set forth above relating to Eschelon proposal no. 2.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>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. If no copper facility capable of supporting the requested service is available, <u>then CLEC may submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. If CLEC submits such a supplemental request, the CLEC service order will remain open until the requested Due Date or until CLEC submits another supplemental request. Qwest will not reject CLEC's supplemental requests based on the Due Date change. If facilities become available, Qwest will send CLEC another FOC with a new Due Date.</u></p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event</p>		<p>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. <u>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.</u> If no copper facility capable of supporting the requested service is available, <u>Qwest will hold the order for ninety (90) Days Qwest will hold the order</u> pending availability of facilities.</p> <p>9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order (“initial order”), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30)</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order (“initial order”), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then CLEC may submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC’s initial order shall have priority in any facilities made available under the terms of this section.</p>		<p>business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then CLEC may submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date.—CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC’s initial order shall have priority in any facilities made available under the terms of this section.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
NETWORK MAINTEN- ANCE AND MODERNIZA- TION				
<p>Issue 9-33</p> <p>Section 9.1.9; Section 9.1.9.1</p> <p>Network Maintenance and Modernization Activities –</p> <p>Affect on End User Customers</p> <p>(1 of 3 issues in Sections 9.1.9 & 9.1.9.1)</p>	<p><u>9.1.9 Disputed portion (Issue 1):</u> Such changes are referred to in this Section as network maintenance and modernization activities. They do not include retirement of copper loops, which is dealt with separately in Section 9.2.1.2.3. Such changes may result in minor changes to transmission parameters <u>but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1.</u></p> <p><u>9.1.9 & 9.1.9.1 Entire provision:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. <u>Such changes are referred to in this Section as network maintenance and modernization activities. They do not include retirement of copper loops, which is dealt with separately</u></p>	<p>Network maintenance and modernization language approved by this Commission in the same section of other Qwest-CLEC ICAs, as well as allowed to go into effect in the SGAT, states: “Such changes may result in <i>minor</i> changes to transmission parameters” (emphasis added). With Eschelon’s language included, the section allows Qwest to maintain and modernize its network, <i>so long as the maintenance or modernization does not disrupt or disable a CLEC’s heretofore reliable, working circuit in the name of modernization.</i></p> <p>Eschelon’s proposed clarification does not arise from an idle concern, as this dispute shows. Qwest is taking the position that a network modification, and resulting change in the transmission parameters of a UNE, may be considered “minor” even if the change results in a loss of service. The customer whose previously working service is permanently disabled would hardly</p>	<p><u>9.1.9 Disputed portion (Issue 1):</u> Such changes are referred to in this Section as network maintenance and modernization activities. They do not include retirement of copper loops, which is dealt with separately in Section 9.2.1.2.3. Such changes may result in minor changes to transmission parameters <u>but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1.</u></p> <p><u>9.1.9 & 9.1.9.1 Entire provision:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. <u>Such changes are referred to in this Section as network maintenance and modernization activities. They do not include retirement of copper loops, which is dealt with separately</u></p>	<p>Qwest maintains and modernizes its network consistent with ANSI standards and as contemplated by the Act or FCC rules. The service to be measured for purposes of application of ANSI standards is the service Qwest provides to Eschelon, not the service Eschelon provides to its customers. Eschelon's proposed standard improperly focuses on the service Eschelon provides to its customers, not on the service Qwest provides to Eschelon.</p> <p>Eschelon's proposal that modernization or maintenance "will not adversely affect service to any End User customers" also is not tied to ANSI standards and FCC rules and is too vague to be capable of reliable and predictable contract implementation. In addition, Eschelon's language fails to recognize that end users could be adversely affected by Qwest's maintenance and modernization because of the equipment and</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>in Section 9.2.1.2.3.</u> Such changes may result in minor changes to transmission parameters <u>but will not adversely affect service to any End User Customers.</u> (In the event of emergency, however, see Section 9.1.9.1) Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur <u>including, if End User Customer specific, the circuit identification and End User Customer address information,</u> and</p>	<p>describe this as modernization with a minor impact, however.</p> <p>Eschelon’s intent is not to hold Qwest to a strict or extreme standard under which service will never be adversely affected inadvertently. This is clear from both the next sentence (i.e., the parenthetical) and the subsection (9.1.9.1). In the parenthetical, Eschelon refers to both emergency situations (see 9.1.9.1) and retirement of copper loops (see 9.2.1.2.3) to narrow the scope of the reference to “any” end users in the previous sentence. In either of the cases, service to end users will be adversely affected. The reference to “emergencies” establishes that the service should not have been affected but, because something has gone wrong (i.e., the change did not turn out to be “minor”), procedures will be in place to restore the service. In contrast, for retirement of copper loops, impact to service is anticipated (i.e., not an “emergency”) so this subject is dealt with in a separate section of the ICA designed to address this different scenario, which is not</p>	<p>in Section 9.2.1.2.3. Such changes may result in minor changes to transmission parameters but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1). Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur, including if End User Customer specific, the circuit identification and End User</p>	<p>technologies Eschelon may be using in its network.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. No charges apply to dispatches described in this Section 9.1.9. Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC may contact their Service Manager</p>	<p>“minor.”</p>	<p>Customer address information, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. <u>In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity.</u> No charges apply to dispatches described in this Section 9.1.9. <u>Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC</u></p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</p> <p><u>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). To the extent that the activities described in this Section 9.1.9.1 include dispatches, no charges apply to dispatches that are caused by Qwest or when the trouble is in Qwest's network.</u></p>		<p><u>may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</u></p> <p>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). To the extent that the activities described in this Section 9.1.9.1 include dispatches, no charges apply to dispatches that are caused by Qwest or when the trouble is in Qwest's network.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 9-34</p> <p>Sections 9.1.9, 9.1.9.1</p> <p>Network Maintenance and Modernization Activities –</p> <p>Location at Which Changes Occur</p> <p>(2 of 3 issues in Sections 9.1.9 & 9.1.9.1)</p>	<p>9.1.9 . . . Such notices will contain the location(s) at which the changes will occur, <u>including if End User Customer specific, the circuit identification and End User Customer address information</u>, and any other information required by applicable FCC rules. . . .</p>	<p>The second issue in Section 9.1.9 relates to the FCC’s requirement that ILECs provide CLECs advance notice of network changes pursuant to applicable FCC rules. In 47 C.F.R. § 51.327, the FCC provides a list of items that such a public notice of network changes must include. The rule states that the list is a minimum and is not all-inclusive. Part (a)(4) of § 51.327 states that the list must include "the location at which the changes will occur." The term "location" must be considered in the context of 47 C.F.R. § 51.325(a), which states that the public notice must include notice regarding any network change that "will affect a competing service provider's performance or ability to provide service." Eschelon’s proposal is consistent with these rules, taken together. It provides that, <i>if the network changes are customer-specific</i>, Qwest will provide the <i>information necessary to provide the location of the customers</i> for whom the CLEC's performance <i>will be affected</i>. That necessary information is circuit</p>	<p>9.1.9 . . . Such notices will contain the location(s) at which the changes will occur, including if End User Customer specific, the circuit identification and End User Customer address information, and any other information required by applicable FCC rules. . . .</p>	<p>Qwest will provide notice of changes to its network, including the location of changes, consistent with the requirements of applicable FCC rules. Eschelon's proposal exceeds the FCC' notice requirements. By complying with the FCC's notice requirements, including the requirement relating to the location of network changes, Qwest provides Eschelon with the information it needs to determine if any Eschelon end-users may be affected by a network change.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>identification and customer addresses: the former is the generally accepted locator within the network and the latter is the locator within the CLEC's list of customers. Without this information, the notice will not fulfill the intended purpose. The less information that Qwest provides in its notices, the more information is needed from its repair department when an emergency arises. If Qwest's notice allowed CLEC to identify specifically customers that may be impacted by the network activity, CLEC would be less likely to need to contact Qwest's repair department for that information. The notices, however, are inadequate for this purpose.</p>		
<p>Issue 9-35 Sections 9.1.9, 9.1.9.1 Network Maintenance and Modernization Activities –</p>	<p>9.1.9 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. No charges apply to dispatches described in this Section 9.1.9. Qwest repair center</p>	<p>Whether emergencies are dealt with in 9.1.9 or a subsection, as proposed by Eschelon, the issue remains the same: how will information be communicated so that CLEC will be able to assist its end user customers in resolving the resulting service issue. Eschelon's language recognizes that the first priority should be to restore service, with</p>	<p>9.1.9 <u>In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity.</u> No charges apply to dispatches described in this Section 9.1.9. <u>Qwest repair center</u></p>	<p>In an emergency situation, Qwest's repair center personnel provide the same information to CLECs as provided to Qwest's retail customers. As a general practice, Qwest's field personnel provide reports on emergency situations to Qwest's repair center to the extent that is feasible without interfering with efforts to resolve network</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Emergencies (3 of 3 issues in Sections 9.1.9 & 9.1.9.1)</p>	<p>personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest's own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</p> <p><u>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for</u></p>	<p>formal notification coming later. Qwest's proposal contains similar language. Qwest does not commit in its proposal, however, to ensuring that the right hand knows what the left hand is doing at Qwest. This is the concern that Eschelon attempts to address. Under the repair process, Eschelon contacts Qwest's repair department for status updates, which Eschelon then passes on to its end users. If the Qwest repair department has not made the connection between the Qwest maintenance or modernization activity and the CLEC's customer's outage, valuable time will be lost in restoring service. Eschelon's proposed language is reasonably limited to situations when the Qwest personnel conducting the activities are aware of the emergency so they can convey it to Qwest repair.</p>	<p><u>personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest's own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</u></p> <p>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information</p>	<p>emergencies. However, Eschelon's proposal would inflexibly require Qwest's field personnel always to provide regular status reports on network emergencies, even in situations in which the full and immediate attention of those personnel is needed to resolve emergencies promptly and efficiently. Further, this requirement would improperly compel Qwest to provide a form of notice that goes beyond the notice Qwest provides to its retail customers.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<u>example, communicate with its End User Customer(s). To the extent that the activities described in Section 9.1.9.1 include dispatches, no charges apply to dispatches that are caused by Qwest or when the trouble is in Qwest's network.</u>		from Qwest so that CLEC may, for example, communicate with its End User Customer(s). To the extent that the activities described in Section 9.1.9.1 include dispatches, no charges apply to dispatches that are caused by Qwest or when the trouble is in Qwest's network.	
Section 9.1.12.1 – See Issue 12-67 (Section 12.2.1.2) <i>below</i>				
Issue 9-37 (Section 9.1.13.3) See below - Moved to “Stayed Issues”				
Issue 9-37 (a) (Section 9.1.14.4) See below - Moved to “Stayed Issues”				
Issue 9-37 (b)				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
(Section 9.1.15.1) <i>See below - Moved to “Stayed Issues”</i>				
Issue 9-38 (Section 9.1.13.4 and subparts) <i>See below - Moved to “Stayed Issues”</i>				
CAPs – DATA DESCRIBING CAPS				
Issue 9-39 Section 9.1.13.4.1.2; 9.1.13.4.1.2.2 and 9.1.13.4.1.2.2.1 (Caps) (Remainder of 9.1.13.4.1.2 –	9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. <u>If the Commission has not conducted such a proceeding or</u>	To the extent that this language relates to Wire Centers, that issue may be deferred until later in this proceeding. To the extent that this language relates to the caps described in Sections 9.2 and 9.6.2.3 of the ICA, however, this issue will not be deferred. This position statement refers, therefore, to the issue of the caps.	9.1.13.4.1.2.2 For Caps: 9.1.13.4.1.2.2.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building (including circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID),	While the FCC found in the <i>TRRO</i> that ILECs are still required to provide some high-capacity transport as UNEs on certain routes, it limited the number of circuits that could be ordered on each route, i.e., the FCC “capped” the number of circuits that CLECs can obtain on individual routes. Thus, the FCC ruled that on routes where there is no unbundling obligation for DS3

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
see below - moved to “Stayed Issues”)	<u>otherwise approved a list of non-impaired Wire Centers,⁶ the Parties will follow the procedures described in this Section. This provision is not intended to eliminate or reduce the responsibilities of CLEC or Qwest under the Existing Rules. Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</u>	Section 9.1.13 sets out the procedure for self-certification when ordering high capacity loops and transport UNEs. If Qwest disputes that certification, or a dispute otherwise arises, Eschelon’s proposed language provides a mechanism for attempting to resolve that dispute. That mechanism requires Qwest to provide to CLEC information needed to resolve the dispute. For example, in the wire center proceedings, the parties have been able to resolve issues after Qwest provided data to CLEC that were not resolved without that data. Qwest would need to gather the data in any event to bring its dispute to the Commission. The process proposed by Eschelon is efficient and will reduce the likelihood of disputes before the Commission.	Customer Name/Service Name, installation date, and service address including location (LOC) information].	transport but for which there is such an obligation for DS1 transport, "we limit the number of DS1 transport circuits that each carrier may obtain on that route to 10 circuits." On routes for which there is impairment for DS3 transport, the FCC limited CLECs to 12 transport DS3s. With respect to high-capacity loops, where unbundling is required, the FCC established caps of ten DS1 loops per building and one DS3 loop per building. ⁷ Although Eschelon has full access to information relating to the number of transport circuits it has ordered from Qwest on individual point A to Z routes and to information concerning the number of high-capacity loops it has ordered in particular buildings, it nevertheless wants Qwest to be required to tell it what it has ordered and obtained from Qwest. The Qwest systems are not designed in such a manner that

⁶ Unlike caps, other issues may be deferred until later in this proceeding. If this provision is narrowed to caps or otherwise changed as a result of those issues, this section may need to be further adjusted to address which issues it does and does not cover. That portion of the language, however, is not addressed at this time.

⁷ *Id.* at ¶¶ 177, 181.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p style="text-align: center;">...</p> <p><u>9.1.13.4.1.2.2 For Caps:</u> <u>9.1.13.4.1.2.2.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information, or such other information to which the Parties agree].</u></p>			<p>Qwest can simply enter in a CLECs name and pull up from its systems the volumes by route and circuit identification of each circuit. It would require significant system and process work for Qwest to even determine how its systems could be modified to provide such data. Nor is Qwest aware that Eschelon has offered to reimburse Qwest for such systems associated work.</p> <p>In paragraph 234 of the <i>TRRO</i>, the FCC emphasized that CLECs have an obligation to conduct "reasonably diligent inquiries" and to provide self-certifications that their orders for high-capacity transport and high-capacity loops are consistent with the requirements of the <i>TRRO</i>. Eschelon's proposal conflicts with this directive. Instead of conducting its own reasonably diligent inquiry based upon readily available information, Eschelon attempts to shift the burden of the inquiry on to Qwest. Eschelon is attempting to re-write a clear FCC directive and go from a "self-certification" requirement to "certification by Qwest." This is clearly an unreasonable shift in</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				responsibility.
Issue 9-40 (Sections 9.1.13.5.2; 9.1.15.2.1) – <i>see below</i> - Moved to “Stayed Issues”				
Issue 9-41 [Section 9.1.14.4 (2 of 2 issues in Section 9.1.14.4)] – <i>see below</i> - Moved to “Stayed Issues”				
Issue 9-42 Section (9.1.14.4.1) – <i>see below</i> Moved to “Stayed Issues”				
Section 9.1.14.6 – <i>See</i> Issue 9- 40 (Section				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
9.1.13.5.2) – <i>stayed/below</i>				
Section 9.1.15.1 – <i>See Issue 9-37(b)</i> (Section 9.1.13.3) – <i>stayed/below</i>				
Section 9.1.15.2.1 - <i>See Issue 9-40</i> (Section 9.1.13.5.2) <i>Stayed/below</i>				
Issue 9-43 Section 9.1.15.2.3 Conversions - Circuit ID	<u>9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.</u>	Eschelon proposes that the conversions described in Section 9.1.15 will be in the manner of a pricing change. <i>See</i> Section 9.1.15.3 below. If the conversions are handled as pricing changes, the circuit ID will not change. If for any reason the conversions are not handled as pricing changes, the circuit ID still does not need to change. For example, when special access circuits were converted to UNEs, the circuit ID did not change. Changing the circuit IDs is a choice by Qwest that will make life harder for CLECs when an	9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.	Substantial and costly changes to Qwest's operation support systems would be required to attempt to assign the same circuit identification used for UNEs to the facilities used in an alternate service arrangement after a UNE conversion. There is no legal requirement for Qwest to change its systems for this purpose. Further, separate circuit IDs may be needed for alternate service arrangements because of product-specific information that may be reflected by the IDs.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>easier option is available. Before a conversion, the CLEC's customer has working telephone service that has a circuit ID number assigned to it. Both the CLEC's systems and the Qwest systems reflect that circuit ID. They use the circuit ID to identify the service for billing and repair matters. As part of the conversion, Qwest proposes to change the existing circuit ID number and instead assign a new/different circuit ID to the circuit, even though the facility is being reused so no change to the facility is occurring. The same customer will have the same service before and after the conversion, assuming nothing goes wrong. Changing the circuit ID significantly increases the risk of customer disruption. Qwest processes circuit ID changes using "disconnect" and "new" service orders. A simple typing error in an order could send the order to Qwest facilities assignment with a "disconnect" on the order, and the customer will go out of service. Problems will also occur later when repairs are needed or the end user customer later requests changes to</p>		<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC.</p> <p>Finally, to provide the same circuit ID after a conversion from a UNE, Qwest would have to incur costs that it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		its service if records are not correctly updated to show the new circuit IDs. No Qwest retail customer will experience these TRO/TRRO conversions and be exposed to these risks.		
Issue 9-44 Section 9.1.15.3; See subparts to Issue 9-44 (a) and Issue 9-44 (b) for related issues in 9.1.15.3.1 & 9.1.15.3.1.1 Manner of Conversion	<u>9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.</u>	A conversion happens when a circuit that was formerly available as a UNE must be converted to a non-UNE alternative arrangement, as the result of a finding of “non-impairment.” Such a “conversion” involves only changing the rate charged for the facility and, in the vast majority of circumstances, the CLEC and its End User Customer will use the same facility that was used prior to the conversion. These conversions are required solely for purposes of implementing a regulatory construct and have nothing to do with improving or otherwise managing the Customer’s service – in essence, the conversion is intended to re-label what was before a UNE, something different. Agreed upon language in Section 9.1.15 states that, if CLEC has not	9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate	Issues relating to Qwest's right to assess non-recurring charges for conversions from UNEs to alternate service arrangements should be addressed in the Commission's ongoing <i>TRRO</i> wire center proceeding, not in this arbitration. Eschelon's proposal incorrectly assumes that conversions do not involve physical activity and therefore would unlawfully prevent Qwest from charging an appropriate non-recurring rate for conversions. In addition, tariffed charges apply to conversions to alternate service arrangements, which Eschelon's proposal does not recognize. Eschelon's proposal also would require Qwest to add a new Universal Service Ordering Code ("USOC"), and Qwest has a right under the Act to recover the costs associated with developing and

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>converted a UNE at the end of a transition period, Qwest “will convert” it to month-to-month service arrangements under its tariff. Without Eschelon’s language in Section 9.1.15.3, however, the ICA does not describe what “convert” means or the terms and conditions under which this conversion will take place. Eschelon’s proposal is designed to avoid end user customer harm. After all, these are customers who are currently in service and have not requested any change in service. The FCC has recognized both that conversions have a real potential to impact end user customer quality of service and that such impact should be avoided. (TRO ¶¶586-87.) Only end user customers of CLECs will be exposed to this risk. No Qwest retail customer will suffer the same fate. If Qwest is allowed to choose a manner of conversion that exposes only CLEC customers to service interruption as a result of conversions, Qwest will gain a competitive advantage, in addition to the price increases it enjoys under the rulings.</p>		<p>implementing the new USOC.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon proposes that Qwest handle the conversion as a price change and not a physical conversion of facilities. This is consistent with the FCC’s finding that such conversions are “largely a billing function.” (<i>Id.</i> ¶588.) Only the price to Eschelon is changing and that is the result of a regulatory change, not an end user request. Therefore, service to end users should not be placed at risk, when such risk can be avoided by adopting Eschelon’s proposal.</p> <p>The risk of harm to the end user customer’s service that arises with a physical conversion does not end with the conversion itself. If, as part of that conversion, Qwest changes the circuit ID for the circuit that is already in place and working well for the customer, additional service and billing problems may occur at a later date. For example, if six months after the conversion, the end user calls Eschelon with a repair but the circuit ID is incorrect as a result of conversion activity, Eschelon may not even be able to open a ticket with Qwest because Qwest requires a correct circuit ID</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		to open a ticket. When a ticket is opened, the repair will be delayed and require additional resources to resolve. All of this can be avoided. If Eschelon's re-pricing proposal is adopted, the circuit IDs will not change, and the risk of such problems arising will be eliminated.		
Issue 9-44 (a) Section 9.1.15.3.1 Manner of Conversion – Use of adder or surcharge	<u>9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.</u>	Re-pricing is a technically feasible manner of performing the conversions referenced in Section 9.1.15. Qwest has already demonstrated this with its implementation of the Qwest Platform Plus (QPP) agreements. Under those agreements, QPP circuits are subject to annual rate increases. Qwest does not physically convert the circuits to convert to the new rates. Instead, Qwest re-prices the circuits by using an “adder” or “surcharge” for billing the difference between the previous rate and the new rate. On the bill, the old rate appears, as well as the adder. The new rate is the total of the old rate and the adder. In Section 9.1.15.3.1, Eschelon makes clear that Qwest may use this same approach for the conversions described in Section 9.1.15.	9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.	Issues relating to Qwest's right to assess non-recurring charges for conversions from UNEs to alternate service arrangements should be addressed in the Commission's ongoing <i>TRRO</i> wire center proceeding, not in this arbitration. Eschelon's proposal incorrectly assumes that conversions do not involve physical activity and therefore would unlawfully prevent Qwest from charging an appropriate non-recurring rate for conversions. In addition, tariffed charges apply to conversions to alternate service arrangements, which Eschelon's proposal does not recognize. Eschelon's proposal also would require Qwest to add a new Universal Service Ordering Code ("USOC") and make other system-related modifications, and Qwest has a right under the Act to recover

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		Inclusion of this language avoids any concern that the bills could be characterized as inaccurate because the rate itself does not appear in the bill but must be derived by adding two figures.		the costs associated with developing and implementing the new USOC.
Issue 9-44 (b) Section 9.1.15.3.1.1 Manner of Conversion - Use of USOC	<u>9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code ("USOC") for this purpose and assign the "adder" or "surcharge" rate to that USOC.</u>	For QPP, Qwest has accomplished rate changes by means of adding new Universal Service Ordering Codes ("USOC") that introduce additives to the underlying UNE rate that CLECs pay for the circuit. Section 9.1.15.3.1.1 makes clear that Qwest may also add new USOCs for this purpose if needed. The rate changes involved with QPP are significantly more complex than the rate change involved in changing from UNE rates to private line rates. QPP rates differ depending upon whether the end-user customer is a residential or a business customer and upon whether the CLEC has met certain volume quotas. It should be easier to use USOCs in this case.	9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code ("USOC") for this purpose and assign the "adder" or "surcharge" rate to that USOC.	Issues relating to Qwest's right to assess non-recurring charges for conversions from UNEs to alternate service arrangements should be addressed in the Commission's ongoing <i>TRRO</i> wire center proceeding, not in this arbitration. Eschelon's proposal incorrectly assumes that conversions do not involve physical activity and therefore would unlawfully prevent Qwest from charging an appropriate non-recurring rate for conversions. In addition, tariffed charges apply to conversions to alternate service arrangements, which Eschelon's proposal does not recognize. Eschelon's proposal also would require Qwest to add a new Universal Service Ordering Code ("USOC") and make other system-related modifications, and Qwest has a right under the Act to recover the costs associated with developing and implementing the new USOC.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 9-44 (c) Section 9.1.15.3.1.1 Manner of Conversion - Same USOC	<u>9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.</u>	After a conversion, CLEC is paying the higher price for special access or another alternative service arrangement. The USOC is not a means in itself and should not be used to change substantive results. The product being ordered is the same (<i>i.e.</i> , the alternative service arrangement) regardless of the USOC assigned. When alternative arrangements are subject to regional commitment plans, for example, Qwest should not be able to limit the discount terms based on a manner of pricing that allows Qwest to collect those higher charges. This is particularly true when that manner of pricing allows Qwest, as well as CLECs to avoid additional work of conversions and the associated increase in risk of adverse impact to End User Customers.	9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.	Qwest does not agree. <i>See</i> Issues 9-44 and subparts above.
Issues 9-45 – 9-48 Intentionally Left Blank				
Section 9.2.3.8 - <i>See</i> Issue 4-5				
Section				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
9.2.3.9 - <i>See</i> Issue 4-5 (a)				
Section 9.2.5.2 – <i>See</i> Issue 12-80 (Section 12.4.1.8) <i>below</i>				
PHASE OUT (20& 22) -- SUBLOOPS – QWEST CROSS CONNECT/ WIRE WORK				
Issue 9-50 Section 9.3.3.8.3.1 Subloops - Cross Connect/ Wire Work by Qwest (1 of 2 options)	PROPOSAL #1: <u>9.3.3.8.3.1 If Qwest performs or offers to perform the cross-connect for any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request that Qwest run the jumper for Intrabuilding cable in MTEs on nondiscriminatory terms and conditions.</u>	Qwest currently offers to other CLECs, when it is necessary to either perform hard wiring or run a jumper to cross-connect facilities in a subloop context, an option under which Qwest performs this work and, when it does so, charges the Commission-approved rate for the services provided. This issue presents a straight-forward application of the prohibition against discrimination. <i>See</i> 47 U.S.C. § 251(c)(3) (duty of local	<u>9.3.3.8.3.1 If during the term of this agreement a new negotiated ICA or negotiated amendment has been approved by the Commission that contains the option for Qwest to perform cross connect jumper work for intrabuilding cable, at CLEC's request, Qwest will offer CLEC an amendment to this agreement which will include all the associated rates, terms and conditions as it negotiated.</u>	Qwest has no legal obligation to perform cross-connect wiring for Eschelon, and Eschelon can perform this function itself. Qwest has voluntarily offered this service in the past, but CLECs have not ordered it. Because of this lack of demand and the absence of any legal obligation, Qwest is discontinuing this offering on a going-forward basis. For the same reasons, the Agreement should not include a requirement for Qwest to

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>exchange carrier to nondiscriminatory access to network elements on an unbundled basis). Qwest makes this option for it to perform such work available to both AT&T and Covad pursuant to the ICAs that were approved by this Commission. When the FCC reversed the pick-and-choose rule, it made clear that “existing state and federal safeguards against discriminatory behavior” were still in effect and remained “in place” to provide needed protection against discrimination. (<i>Second Report and Order</i> ¶¶ 18, 20 23.) Therefore, Qwest cannot, consistent with its obligation to not discriminate, offer such a UNE term under its ICAs with other carriers but refuse to make that term available under its agreement with Eschelon.</p> <p>Qwest has proposed language that would require it to offer to provide hard-wiring and cross-connects to Eschelon only if it enters into a “new” negotiated ICA or amendment that provides for this option. Thus, Qwest’s proposal would not require it to offer Qwest-provided hard-wiring and cross-</p>		<p>run jumpers for Eschelon for intrabuilding cable in multi-tenant environments.</p> <p>Because Qwest will not be offering this service to any CLECs that enter into new interconnection agreements, there is no merit to Eschelon's assertion that it would be discriminatory for Qwest not to offer the service to Eschelon. The service will no longer be offered to Eschelon or to any other CLEC that enters into a new interconnection agreement, and Eschelon is therefore being treated on a par with other CLECs. Under Eschelon's argument, Qwest would be prohibited from ending on a going-forward basis a voluntary offering that CLECs do not order simply because the offering is included in another carrier's interconnection agreement that is several years old. This position relies on an improper application of the Act's non-discrimination requirements and would improperly force Qwest to continue voluntary offerings of services for which there is no demand.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>connects pursuant to existing agreements or pursuant to “new” agreements that are arbitrated rather than negotiated. These exclusions are inconsistent with Qwest’s obligation to not discriminate. Furthermore, Qwest’s proposal would provide Qwest with an incentive to provide this service other than pursuant to a written agreement, in order to avoid having to offer the service equally to all carriers. Qwest has claimed that there is no demand for this service and that it intends to discontinue the offering. However, unless and until it does so, Qwest has an obligation to offer the service to all carriers on the same terms and conditions. <i>See also</i> Issue 9-52 (Section 9.9.1).</p>		
<p>Issues 9-50 & 9-53</p> <p>Sections 1.7.3 and subparts; Section 9.9 and subpart; Section 9.3.3.8.3; and</p>	<p>PROPOSAL #2</p> <p><u>1.7.3 If Qwest desires to phase out or otherwise cease offering on a wholesale basis to any Competitive Local Exchange Carriers an Interconnection service, access to Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications</u></p>	<p>Proposal #2 is a package proposal that Eschelon is offering in six states in response to testimony of the Department of Commerce in Minnesota. Qwest has opposed Eschelon’s proposed contract language regarding Qwest’s obligation to provide cross connect/wire work (Subject Matter No. 20/Issue 9-50) and Unbundled</p>	<p>1.7.3—If Qwest desires to phase out or otherwise cease offering on a wholesale basis to any Competitive Local Exchange Carriers an Intereconnection service, access to Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications</p>	<p>This is newly proposed language from Eschelon relating to an issue that the parties did not negotiate prior to this arbitration. Eschelon's new request for the Commisison to adopt a process under which Qwest would have to obtain regulatory approval to stop offering products was not the subject of the partie's negotiations and, accordingly, is not</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Exhibit A, Section 9.9 and subparts</p> <p>Phase out – Proposal #2 for Issues 9-50 and 9-53</p> <p>(2 of 2 options)</p>	<p><u>Services available for resale which is contained in the Statement of Generally Available Terms (SGAT) or this Agreement, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. If the basis for Qwest’s request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3. This provision is not intended to change the scope of any regulatory agency’s authority with regard to Qwest or CLECs.</u></p> <p><u>1.7.3.1 Before Qwest submits a request to cease offering a product or service pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest</u></p>	<p>Customer Controlled Rearrangement Element (“UCCRE”) (Subject Matter No. 22/Issue 9-52), primarily on the ground that there is no CLEC demand for these products and that Qwest, therefore, is discontinuing offering them on a going forward basis. In connection with its analysis of these two issues, the Department recommended that the ICA include language that would enable Qwest to “phase out” elements that are either no longer required or not needed. In response to that recommendation, Eschelon has proposed alternative language that would allow Qwest to phase out elements, subject to Commission review. Specifically, Eschelon offers the newly proposed language as a package alternative to Eschelon’s proposed language for Issue 9-50 (Section 9.3.3.8.3 and 9.3.3.8.3.1) and Issue 9-53 (Section 9.9 and subparts). Eschelon proposed placing the language in Section 1.7, because this section already deals with ICA amendments. As Section 1.7.1, in a sense, deals with the “phasing in” of new products, Section 1.7.3</p>	<p>Services available for resale which is contained in the Statement of Generally Available Terms (SGAT) or this Agreement, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. If the basis for Qwest’s request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3. This provision is not intended to change the scope of any regulatory agency’s authority with regard to Qwest or CLECs.</p> <p>1.7.3.1 Before Qwest submits a request to cease offering a product or service pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest</p>	<p>an appropriate issue to be considered in this arbitration.</p> <p>Interconnection arbitrations involve disputes between an ILEC and a CLEC that relate to specific disagreements over the language to include in an ICA. As set forth in Section 252 of the Telecommunications Act of 1996, arbitrations must be preceded by at least 135 days of negotiations between an ILEC and a CLEC that focus on the language in an ICA. By imposing this negotiation requirement, the Act is designed to facilitate voluntary agreements between ILECs and CLECs and to limit the number of disputed issues that a state commission must decide. In this regard, Section 252(b)(4) limits the arbitration authority of state commissions to the open or disputed issues that remain after at least 135 of negotiations and that are set forth in the petition for arbitration and any response to the petition: "The State commission shall limit its consideration of any petition under paragraph (1) (and any response thereto) to the issues set forth in the</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>must continue to offer the product or service to CLEC, unless the Commission orders otherwise.</u></p> <p><u>1.7.3.1.1 If the Commission orders that Qwest need not offer the product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.</u></p> <p><u>1.7.3.2 If the Commission approves the phase out or other cessation of a product or service offering, the</u></p>	<p>seemed like a logical place to place language relating to the “phasing out” of products</p>	<p>must continue to offer the product or service to CLEC, unless the Commission orders otherwise.</p> <p>1.7.3.1.1 If the Commission orders that Qwest need not offer the product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.</p> <p>1.7.3.2 If the Commission approves the phase out or other cessation of a product or service offering, the</p>	<p>petition and in the response, if any, filed under paragraph (3)." Section 252(b)(4)(A).</p> <p>This requirement for state commissions to limit the exercise of their arbitration authority to issues that were negotiated by an ILEC and a CLEC but left unresolved or open means that interconnection arbitrations are not the proper forum for commissions to implement broad changes in rules and processes that apply to all local exchange carriers and that were not negotiated by the ILEC and CLEC. Instead, commissions are permitted only to consider disputed, negotiated issues relating to specific language to include in ICAs. This requirement ensures that after at least 135 days of negotiations, the issues that will be presented to state commissions in interconnection arbitrations for resolution will generally be well-defined and the parties' positions relating to the issues will be thoroughly developed.</p> <p>With respect to the merits of Eschelon's proposal, as an initial</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Agreement will be amended as set forth in Section 2.2 to reflect the outcome of the generic proceedings by the Commission, except where CLEC notifies Qwest in writing that an amendment is not required. Qwest will also amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise.</u></p> <p><u>9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)</u> <u>9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the Minnesota SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.</u></p> <p><u>9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest</u></p>		<p>Agreement will be amended as set forth in Section 2.2 to reflect the outcome of the generic proceedings by the Commission, except where CLEC notifies Qwest in writing that an amendment is not required. Qwest will also amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise.</p> <p>9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE) 9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the Minnesota SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.</p> <p>9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest</p>	<p>matter, it is not clear whether Eschelon's proposal would require Qwest to obtain Commission approval before discontinuing elements and products that the FCC has ruled ILECs are no longer required to offer under Section 251. If Eschelon's intent is to require Qwest to obtain such approval, that would be improper, since state commissions do not have any authority to second-guess FCC rulings that ILECs are no longer required to make certain elements and services available under Section 251. Second, although state commissions only have authority over UNEs and services required under Section 251, Eschelon's language potentially would require Qwest to seek approval to withdraw products and services that Qwest is providing pursuant to provisions other than Section 251 (e.g., services offered pursuant to Section 271). Third, Eschelon's proposal would require Qwest to continue to make product offerings available pending a Commission ruling even in situations where there is a clear change of law that eliminates any obligation for Qwest to continue</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.</p> <p><u>Exhibit A – Section 9.9 :</u></p> <p><u>Unbundled Customer Controlled Rearrangement Element (UCCRE)</u></p> <p><u>9.9.1 DS1 Port rec ICB nrc ICB FN 3 3</u></p> <p><u>9.9.2 DS3 Port rec ICB nrc ICB FN 3 3</u></p> <p><u>9.9.3 Dial Up Access rec ICB FN 3</u></p> <p><u>9.9.4 Attendant Access rec ICB FN 3</u></p> <p><u>9.5.5 Virtual Ports nrc ICB FN 3 3</u></p>		<p>perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.</p>	<p>offering the product. This is an improper attempt by Eschelon to continue obtaining access to elements and services after its legal right to access has been eliminated. Fourth, Eschelon's proposal would result in Qwest being required to continue offering products and services that CLECs have not ordered and for which there is no demand. There is no public or competitive benefit to requiring an ILEC to maintain a product offering that no one wants.</p>
<p>Section 9.6.3.6 - See Issue 4-5 Proposal #2 above</p>				
<p>Issue 9-51 Section 9.7.5.2.1.a</p>	<p>PROPOSAL #1 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element</p>	<p>Eschelon has proposed two alternatives. The first alternative mirrors the language from Qwest's SGAT, so it is difficult to</p>	<p>SAME FOR BOTH PROPOSALS: 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate</p>	<p>Eschelon's proposal assumes incorrectly that Qwest is always required to perform only one cross-connect to provide UDF-IOF</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Application of UDF-IOF termination (fixed) rate element	<p>and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply <u>(one for each of the two end points in the termination path)</u> per paircross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p> <p>PROPOSAL #2 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per paircross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p>	<p>understand why this alternative is not acceptable to Qwest. Qwest, however, has proposed the addition of a phrase, providing that the rate applies “per cross-connect provided on the facility.” The rate for this element will not change and it is unclear how Qwest believes that the addition of this phrase impacts the application of the rate. In order to address what Eschelon believes Qwest may be getting at with this phrase, Eschelon’s second proposal includes language that clarifies that the rate applies to each of the end points of the facility.</p>	<p>element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per <u>cross connect provided on the facility</u>. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p>	<p>terminations. In fact, more than one cross-connect may be necessary, which is why Qwest's proposed language permits recovery of two UDF-IOF terminations "per cross-connect." Eschelon's proposal would improperly prevent Qwest from charging for more than one cross-connect when multiple cross-connects are required and would thereby deny Qwest cost recovery.</p>
Issue 9-52 Intentionally Left Blank				
UCCRE				
Issue 9-53 Section 9.9;	<p>PROPOSAL #1 <u>9.9 Unbundled Customer Controlled Rearrangement</u></p>	<p>The Unbundled Customer Controlled Rearrangement Element (“UCCRE”), when available,</p>	<p><u>9.9 Intentionally Left Blank</u></p>	<p>The FCC has removed from its rules the former requirement for ILECs to provide digital cross-</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>9.9.1</p> <p>Unbundled Customer Controlled Rearrangement Element (UCCRE)</p> <p>(1 of 2 options; see Issue 9-50 for Proposal #2 for 9.9 and subpart 9.9.1 and Exhibit A for 9.9 and subparts)</p>	<p><u>Element (UCCRE)</u></p> <p><u>9.9.1 If Qwest provides or offers to provide UCCRE to any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request UCCRE on nondiscriminatory terms and conditions.</u></p> <p><u>SEE ISSUE 9-50 FOR PROPOSAL #2 (PHASE OUT PROPOSAL)</u></p>	<p>enables Eschelon to control the configuration of UNEs or ancillary services on a Near Real Time basis through a digital cross connect device. Qwest argues that, because the FCC omitted a reference to “digital cross-connect systems” when it re-wrote the unbundling rule, 47 C.F.R. § 51.319 (“Rule 319”), this means that it is not obligated to provide UCCRE as a UNE. Qwest is wrong for two reasons: (1) Qwest misinterprets the FCC’s unbundling rule; and (2) aside from the FCC’s identification of the network elements that must be unbundled pursuant to Section 251, the prohibition on discrimination requires that Qwest provide Eschelon with UCCRE as a UNE, as it does other CLECs.</p> <p>First, Rule 319 sets forth the FCC’s unbundling rules. 47 C.F.R. § 51.319(d)(2)(iv), prior to its revision pursuant to the TRO, provided that “The incumbent shall . . . permit, to the extent technically feasible, a requesting telecommunications carrier to obtain the functionality provided by the incumbent LEC’s digital cross-</p>		<p>connects for the unbundled customer controlled rearrangement element ("UCCRE"). Compare former 47 C.F.R. § 51.319(d)(2)(iv) and current 47 C.F.R. § 51.319(d)(2). Eschelon acknowledges that Rule 51.319 defines the unbundling obligations of ILECs, but it dismisses as irrelevant the fact that the FCC affirmatively removed from that rule the former obligation of ILECs to provide UCCRE. The FCC’s unbundling rules are definitive and binding, and the fact that the FCC has removed UCCRE from those rules establishes that ILECs no longer have an obligation to provide this service.</p> <p>Further, although Qwest offered this service in the past, CLECs did not order it. If Eschelon desires this service, it can obtain the service through a tariff or through the bona fide request process.</p> <p>Because Qwest will not be offering this service to any CLECs that enter into new interconnection agreements, there is no merit to Eschelon's assertion that it would be discriminatory for Qwest not to offer the service to Eschelon. The</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>connect systems in the same manner that the incumbent LEC provides such functionality to interexchange carriers.” This rule was substantially re-written in 2003 (and re-written again pursuant to the TRRO) to set forth a process by which state commissions would conduct an impairment analysis to determine what elements must be unbundled. As a result of the re-write, § 51.319(d)(2)(iv) was omitted from the rule. Qwest interprets this to mean that the FCC found the incumbents are not required to offer access to digital cross connect systems and, therefore, Qwest is not required to offer UCCRE, which is accessed using a digital cross connect system. There is no evidence however that, in amending Rule 319, the FCC intended to relieve incumbents from the obligation to offer access using cross-connects. To the contrary, after Rule 319 was re-written, 47 C.F.R. § 51.305(a)(2)(iv) continued to require incumbents to provide CLECs with interconnection at “central office cross-connect points.” The reasonable</p>		<p>service will no longer be offered to Eschelon or to any other CLEC that enters into a new interconnection agreement, and Eschelon is therefore being treated on a par with other CLECs. Under Eschelon's argument, Qwest would be prohibited from ending on a going-forward basis an offering it has no legal obligation to provide and that CLECs do not order simply because the offering is included in another carrier's interconnection agreement that is several years old. This position relies on an improper application of the Act's non-discrimination requirements and would improperly force Qwest to continue voluntary offerings of services for which there is no demand.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>interpretation is that, in amending Rule 319, the FCC was focused on establishing a process for conducting the necessary impairment analysis, not that the FCC had, itself, concluded that unbundled access to cross-connects would no longer be required. To support this interpretation, Qwest cites to no discussion in the order of the FCC’s relieving incumbents from the obligation to offer access using cross-connects. When the FCC has eliminated such obligations, it has done so expressly.</p> <p>Second, aside from any amendment by the FCC to its unbundling rules, it remains that UCCRE is a UNE that Qwest makes available pursuant to its SGAT as well as pursuant to interconnection agreements that it has with other carriers. <i>See Oregon SGAT § 9.9; Qwest-AT&T ICA Section 9.9.</i> Qwest is required to provide CLECs with nondiscriminatory access to unbundled network elements. 47 U.S.C. § 251(c)(3); Minn. Stat. §237.121(a)(5). Because it provides UCCRE to</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>other carriers, it must also provide it to Eschelon. <i>See also Second Report and Order ¶¶ 18, 20 23.</i> Eschelon’s proposal, consistent with Qwest’s obligations to not discriminate among carriers, only requires that Qwest provide Eschelon with UCCRE on the same terms and conditions as it offers or provides that element to another carrier. Qwest’s language, in contrast, allows Qwest to continue to provide access to UCCRE under its existing SGATs and ICAs to other CLECs while denying such access to Eschelon unless a “new” UCCRE agreement later is approved by the Commission. If Qwest offers UCCRE to another carrier who does not desire it, nothing in Qwest’s proposal requires Qwest to also offer it to Eschelon. As of the time of filing its petition, Eschelon was proposing the same UCCRE language as approved by this Commission in the Qwest-AT&T ICA. In response to Qwest’s representations that it was going to modify such agreements to eliminate its UCCRE product offering, but it had to start somewhere (i.e., with Eschelon’s</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		ICA), Eschelon substantially curtailed its UCCRE proposal, while reserving its rights to obtain UCCRE so long as Qwest offered it to other carriers. Qwest’s proposal would allow Qwest to leave the other agreements in place and discriminate against Eschelon. <i>See also</i> Issue 9-50 (Section 9.3.3.8.3.1).		
DIFFER- ENT UNE COMBINA- TIONS				
Issue 9-54 UNE Combination Availability (1 of 2 issues; For 2 nd issue (Loop-Mux Combination s), see Section 9.23.9) (1 of 2	PROPOSAL #1: 9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <u>Loop Mux Combinations</u> . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations <u>pursuant to the terms</u>	Eschelon’s proposal for the disputed sentence is identical to language in the Qwest-AT&T ICA approved by this Commission. Eschelon is also willing, as another option, to use the corresponding sentence from the Oregon SGAT (See proposal #2.) In either case, Eschelon’s proposal establishes that, if the individual elements to be combined are addressed in the ICA, Qwest must combine them without claiming an amendment is needed. Qwest, in contrast, seeks to limit its obligation to provide UNE Combinations under the Agreement	9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop-Mux Combinations . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the rates, terms and conditions of this Agreement provided that all	There is no legal requirement for ILECs to provide stand-alone multiplexing. Multiplexing is not a feature or function of the loop, and Qwest is not required to provide loops and multiplexing as a UNE combination Further, Eschelon can self-provision multiplexing within its own collocation space, and, therefore, will not be denied access to this service if Qwest does not provide it. In the <i>TRO</i> , the FCC established that the type of multiplexing ILECs must provide is that associated with

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Options)	<p><u>of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.</u></p>	<p>to those circumstances when “all individual UNE rates, terms and conditions included in the UNE Combination are contained in the Agreement.” Qwest’s proposal opens a potentially significant loophole that makes it possible for Qwest to insist on slightly different or additional terms, even though all of the elements making up the UNE Combination are in ICA. It would take little imagination to devise some allegedly new term that requires an amendment. Doing so leaves the CLEC with the alternative of either signing the unnecessary amendment or expending resources on an action before the Commission. This language in the SGAT and other ICAs, however, is designed to avoid just that scenario and make clear that no amendment is required when the elements of the combination are in the ICA. Eschelon’s language is consistent with that intent. Qwest’s language reduces the provision to a mere agreement to agree later -- defeating the purpose of ensuring that UNE Combinations are fully available under this ICA. (<i>See also</i> Section</p>	<p><u>individual UNEs- UNE rates, terms and conditions making up included in</u> the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.</p>	<p>commingling, not stand-alone multiplexing. Accordingly, on a going-forward basis, Qwest will no longer offer stand-alone multiplexing. With respect to Section 9.23.2, Qwest should not be required to provide a UNE combination unless all terms and conditions, including rates, for the UNEs comprising the combination are included in the Agreement. Qwest has a right to know the terms and conditions that apply to each component of a UNE combination that a CLEC orders. If Qwest is required to provide UNE combinations where the terms governing a UNE that is a component of the combination are not in the agreement, disputes will be inevitable.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 9-54</p> <p>Sections 9.23.2</p> <p>UNE Combination Availability</p> <p>(1 of 2 issues; For 2nd issue (Loop-Mux Combinations), see Section 9.23.9)</p> <p>(2 of 2 Options)</p>	<p>PROPOSAL #2:</p> <p>9.23.2 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <u>Loop Mux Combinations</u>. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. <u>Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement.</u> If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.</p>	<p>9.23.5.1.3 below.)</p> <p>As indicated for Proposal #2, Eschelon will accept the SGAT language for the disputed sentence.</p>	<p>9.23.2 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop Mux Combinations. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.</p>	<p>Eschelon recently provided this language, which Qwest is analyzing and will address in its response to Eschelon's petition for arbitration.</p>
<p>Issue 9-54 (a)</p> <p>Section 9.23.5.1.3</p>	<p>PROPOSAL #1:</p> <p><u>9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE</u></p>	<p>As required by Section 9.23.2, Qwest must provision UNE Combinations when the elements making up that combination are contained in the ICA. The rates for</p>	<p>9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no</p>	<p>The BFR/SR processes exist to give the parties some flexibility in requesting and responding to non-standard product and service offerings. An essential component</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Recurring Rates for Different UNE Combinations (1 of 2 Options)	<u>Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination.</u>	each element are set forth in Exhibit A. Eschelon’s proposal confirms that Qwest will not charge a recurring rate that is greater than the total of the recurring rates in Exhibit A for the combination.	greater than the total of the recurring rates in Exhibit A in that combination.	and purpose of these processes is establishing prices that reflect the unique or non-standard nature of the product or service. Eschelon's proposal to limit prices for UNE combinations obtained through the BFR/SR to prices set forth in Exhibit A undermines this essential purpose of the BFR/SR processes and artificially limits the costs that Qwest may recover. This artificial limit could unlawfully prevent Qwest from recovering the costs of providing UNE combinations.
Issue 9-54 (a) Section 9.23.5.1.3 Recurring Rates for Different UNE Combinations (2 of 2 Options)	PROPOSAL #2: <u>9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination, unless Qwest provides cost support to the Commission and the Commission orders otherwise. While any such rate request is pending, Qwest shall make the different UNE Combination available at recurring rates for the UNE Combination that are no</u>	Eschelon’s proposal #2 has more explicit language acknowledging that Qwest make provide cost support if it seeks to establish a rate.		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<u>greater than the total of the recurring rates in Exhibit A in that combination, and those recurring rates will be Interim Rates.</u>			
LOOP – TRANS- PORT COMBINA- TIONS				
Issue 9-55 Sections 9.23.4, 9.23.4.4; 9.23.4.4.1; 9.23.4.5; 9.23.4.6; 9.23.4.5.4 See subparts to Issue 9-58 for related issues in 9.23.4.5.1 Combination s of Loops and Transport –	9.23.4 Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs <u>Loop-Transport Combination –For purposes of this Agreement, “Loop- Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport</u>	The crux of the issue presented by these disputed sections is how Loop-Transport Combinations will be treated under the ICA, particularly if they involve commingling. When Qwest’s proposals are closely scrutinized, it becomes clear that Qwest is attempting to position commingling so that, if any part of such a Combination is not a UNE, then the non-UNE’s terms can dictate how the UNE is ordered, provisioned, and repaired. The ordering example provided with respect to Section 9.23.4.4.3.1 below and the repair example discussed under Section 9.23.4.7 below illustrate this point. The Commission should retain its jurisdiction over the UNE	9.23.4 Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs Loop-Transport Combination –For purposes of this Agreement, “Loop- Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport	The dispute covered by Issue 9-55 arises from Eschelon's attempt to define a “Loop Transport Combination” as an generic “umbrella” EEL and then sweep unique products and commingled circuits with unique terms and conditions under this umbrella. Specifically, the products are: Enhanced Extended Loops (EELs), Commingled EEL circuits (which is an arrangement where either an EEL transport or EEL loop circuit is connected to a private line circuit) and High Capacity EELs. The problem with Eschelon's proposal is that Qwest does not have a "Loop Transport Combination" generic EEL offering. Through its proposed language, Eschelon is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Terms	<p><u>Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed by this Agreement, as further described in Section 24.1.2.1.;</u></p> <p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a <u>L</u>oop-<u>T</u>ransport Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <u>L</u>oop-<u>T</u>ransport Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p>9.23.4.4 Additional Terms for <u>EELsUNE Components of Loop</u></p>	<p>component of Loop-Transport Combinations (including the UNE in a Commingled EEL) and ensure that terms that affect the UNE are included in the filed and approved ICA.</p> <p>In Section 9.23.4, Eschelon has proposed a definition of “Loop-Transport Combination” which mirrors the way that the FCC has used that term, to define any combination of loop and transport. See TRO ¶¶ 25 & 575 (both using “loop-transport combinations”); see also TRO ¶ 599 [“We apply the service eligibility requirements on a circuit-by-circuit bases, so each DS1 EEL (<i>or combination of</i> DS1 loop with DS3 transport) must satisfy the service eligibility criteria.”] (emphasis added). The use of this defined term is efficient because it provides an umbrella that includes all three of the types of Loop-Transport Combinations that exist currently – EELs, Commingled EELs, and High Capacity EELs – thus avoiding having to repeat all three terms throughout the document. Further, this proposed definition makes clear that only the UNE components of a</p>	<p>Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed by this Agreement as further described in Section 24.1.2.1.</p> <p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a <u>L</u>oop-<u>T</u>ransport Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <u>L</u>oop-<u>T</u>ransport Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p>9.23.4.4 Additional Terms for <u>EELsUNE Components of Loop</u></p>	<p>attempting to either create a product offering that does not exist, or eliminate the distinctions between the product offerings and commingled arrangement identified above. In either case, Qwest opposes this attempt on Eschelon's part to create a new Qwest product and, accordingly, objects to inserting the term “Loop-Transport Combinations” in the ICA provisions. Qwest further opposes Eschelon’s attempts to add confusion regarding the unique terms and conditions relating to Enhanced Extended Loops (EELs), Commingled EEL circuits, and High Capacity EELs.</p> <p>The net result of its proposal is that Eschelon is seeking to have Qwest's special access and private line circuit's terms and conditions be governed by the ICA. This is improper because these are not Section 251 services and thus are not proper subject of an ICA. Moreover, in combination with the Eschelon demands that commingled arrangements be put in place with a single LSR and be billed in CRIS is a direct attempt by Eschelon to have</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Transport Combinations</u> . . . 9.23.4.4.1 EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops. . . . 9.23.4.5 Ordering Process for <u>EELs UNE Components of Loop Transport Combinations</u> 9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. 9.23.4.6 Rate Elements for <u>EELs UNE Components of Loop Transport Combinations</u></p>	<p>Loop-Transport Combination are subject to the ICA. It also expressly states that, if no component is a UNE, the combination is not governed by the ICA, to eliminate any suggestion that the terminology is some kind of attempt to govern non-UNEs in the ICA. Consistent with this definition, Eschelon proposes capitalizing the term in indicate it is defined and referring to the UNE components of Loop Transport Combinations in the headings to clarify, as stated in the definition, that this ICA does not govern the non-UNE portion. Because at least one component of the combination is a UNE, however, the terms and conditions belong in Section 9, which is entitled “Unbundled Network Elements.” Although there is also a section on Commingling (Section 24), that section contains general terms and not the type of terms and conditions that the parties otherwise agree belong in the 9.23, such as Service Eligibility Criteria for High Capacity EELs (which include Commingled EELs). Qwest’s proposal to place only these terms (Service Eligibility Criteria) of</p>	<p><u>Transport Combinations</u> . . . 9.23.4.4.1 EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops. . . . 9.23.4.5 Ordering Process for <u>EELs UNE Components of Loop Transport Combinations</u> 9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. 9.23.4.6 Rate Elements for <u>EELs UNE Components of Loop-</u></p>	<p>this Commission (via an ICA arbitration) force Qwest to change its special access and private line service order process and billing arrangements. By eliminating the commingling restriction, the FCC modified the rules to permit CLECs to commingle UNEs and combinations of UNEs with services (e.g. switched, special access and private line services offered pursuant to tariff) that a requesting carrier has obtained at wholesale from an ILEC pursuant to any method other than unbundling under section 251(c)(3) of the Act. Wholesale services such as switch and special access services have always been separate and distinct products from those UNE products provided to CLECs under the terms and conditions of their ICA. Each of these products, whether it is tariffed or UNE, has its own established ordering, provisioning, and billing systems and methods. Eliminating the commingling restriction did not change that; and no where in the TRO or TRRO does the FCC require ILECs to modify the rate, terms and conditions of their special</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Commingled EELs in Section 9 while placing others in Section 24 does not make sense from an organizational or ease-of-use perspective. Commingled EELs have a UNE component and thus are appropriately addressed in Section 9. Section 9 contains ample cross references to Section 24 on Commingling that the user of the ICA will readily be able to locate the Commingling general terms.</p>	<p>Transport Combinations</p>	<p>access and private lines services, beyond removing any commingling with UNE restrictions. The FCC only required the ILECs to perform the necessary functions to effectuate such commingling upon request. Qwest has established provisioning processes and methods for all commingled arrangements to meet that requirement; and provide for billing of the UNE rates to the UNE circuit and the appropriate special access and/or private line tariff rates to the tariffed circuit.</p>
<p>SERVICE ELIGIBI- LITY CRITERIA - AUDITS</p>				
<p>Issue 9-56 Sections 9.23.4.3.1.1; <i>See</i> subpart to Issue 9-56 (a) for related issues in 9.23.4.3.1.1.1</p>	<p>9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2-, when Qwest has a</p>	<p>The parties agree that Qwest shall have the right to conduct an audit to determine Eschelon’s compliance with the Service Eligibility Criteria applicable to High Capacity EELs. Two issues remain to be resolved with respect to such audits. First, is Qwest entitled to conduct an audit “without cause”? Second, should</p>	<p>9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2-, when Qwest has a</p>	<p>The <i>TRO</i> gives ILECs the right to conduct audits of CLECs to ensure compliance with the <i>TRO</i>'s eligibility criteria for high-capacity EELs. <i>TRO</i> at ¶¶ 625-29. There is no support in the <i>TRO</i> for Eschelon's proposal that would permit Qwest to conduct an audit only if Qwest states and explains</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p style="text-align: center;">.1</p> <p>Service Eligibility Criteria – Audits - Concern</p>	<p><u>concern that CLEC has not met the Service Eligibility Criteria.</u></p>	<p>Qwest be required to provide Eschelon with information supporting its audit request?</p> <p>Eschelon’s proposal would allow Qwest to perform an audit per the ICA terms when it has a concern that Eschelon has not met the Service Eligibility Criteria. Qwest has rejected this very modest limitation on its audit rights, in effect insisting that it should be able to conduct an audit without cause. The FCC held, however, that “audits will not be routine practice, but will <i>only</i> be undertaken when the incumbent LEC has a concern that a requesting carrier has not met the criteria for providing a significant amount of local exchange service.” See TRO at ¶621 (citing <i>Supplemental Order</i> ¶¶28-33) (emphasis added). Before Eschelon is put to the work and expense that an audit necessarily entails, Qwest should be required to have at least some reason to believe that there may be noncompliance that will be uncovered by an audit. Otherwise, the audit process becomes not a reasonable measure for assuring</p>	<p>concern that CLEC has not met the Service Eligibility Criteria.</p>	<p>the "cause upon which Qwest has a concern that [Eschelon] has not met the Service Eligibility Criteria." In addition, Eschelon's proposal improperly would require Qwest to identify specific Eschelon circuits that Qwest believes do not comply with the service eligibility criteria. There is no requirement in the <i>TRO</i> for Qwest to identify non-complying circuits as a condition to conducting an audit. Eschelon's proposal impermissibly interferes with and weakens the audit rights Qwest is granted in the <i>TRO</i>.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>compliance, but rather, the very sort of “routine practice” that the FCC precluded. Eschelon’s proposed language allows Qwest to fully protect its interest in verifying compliance with the Service Eligibility Criteria while protecting Eschelon from undue burden without cause.</p> <p>Eschelon also proposes that Qwest be required to describe its concern regarding Eschelon’s compliance with the Service Eligibility Criteria and that Qwest be required to identify any non-complying circuits that it has identified. In the TRO, the FCC recognized that the states are in a better position to address implementation of the audit provisions. TRO at ¶ 625. Eschelon’s proposal would require Qwest to provide information that may allow Eschelon to respond to Qwest’s articulated concerns and further early resolution.</p>		
Issue 9-56 (a) Section 9.23.4.3.1.1.1.1 Service	<u>9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest</u>	Eschelon’s notice proposal is not burdensome. Qwest knows the reason for its concern and must merely state it. In addition, the language states only that Qwest will	9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria.—Upon request, Qwest	The TRO gives ILECs the right to conduct audits of CLECs to ensure compliance with the TRO's eligibility criteria for high-capacity EELs. TRO at ¶¶ 625-29. There is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Eligibility Criteria – Audits - Notice	<u>shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest's concern.</u>	provide, upon request, a list of allegedly non-complying circuits “if any” only if Qwest has identified such circuits “as of that date.” If Qwest has a list of non-complying circuits, there is no reason for it to not provide that information to further root cause analysis and allow CLEC to respond fully. If Qwest does not have such a list, the language places no burden on Qwest to create one.	shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest's concern.	no support in the <i>TRO</i> for Eschelon's proposal that would permit Qwest to conduct an audit only if Qwest states and explains the "cause upon which Qwest has a concern that [Eschelon] has not met the Service Eligibility Criteria." In addition, Eschelon's proposal improperly would require Qwest to identify specific Eschelon circuits that Qwest believes do not comply with the service eligibility criteria. There is no requirement in the <i>TRO</i> for Qwest to identify non-complying circuits as a condition to conducting an audit. Eschelon's proposal impermissibly interferes with and weakens the audit rights Qwest is granted in the <i>TRO</i> .
Sections 9.23.4.4 & 9.23.4.4.1 – <i>See</i> Issue 9- 55 (Sections 9.23.4, 9.23.4.5.1) <i>below</i>				
Section 9.23.4.4.3 – <i>See</i> Issue 1-1 (Section				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
1.7.2) above & Issue 9-61 (Section 9.23.9) below				
Issue 9-57 Intentionally Left Blank				
COMMINGLED EELS/ ARRANGE- MENTS				
Issue 9-58 Sections 9.23.4.5.1, 9.23.4.5.1.1; See subparts to Issue 9-58 (a)-(d) and 9- 59 for related issues in 9.23.4.5.4, 9.23.4.6.6 (and subparts), 9.23.4.7 and subparts; 9.1.1.1.1 & 9.1.1.1.1.2 Ordering, Billing, and	9.23.4.5.1 CLEC will submit orders for <u>Loop Transport EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12. <u>9.23.4.5.1.1 If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</u> 9.23.4.5.4 One (1) LSR is required	<u>Overview (LSR, ID, Bill):</u> In the next several provisions of the ICA, Eschelon proposes use of a single LSR, single circuit ID, and single bill for point-to-point Commingled EELs, just as Qwest provides a single LSR, single circuit ID, and single bill for point-to-point UNE EELs today. A commingled EEL is nothing more than a point-to-point circuit with multiple segments. As such, it is a network facility that Qwest has been provisioning, maintaining and repairing for decades, whether in the form of a special access circuit, an EEL or, now, a commingled EEL. Thus, there is absolutely nothing new about a commingled EEL from a technical, network, provisioning or maintenance standpoint. Therefore,	9.23.4.5.1 CLEC will submit orders for <u>Loop-Transport EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12. <u>9.23.4.5.1.1 — If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</u> 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point	Issue 9-58 and the related sub- issues (a,b,c,d,e) involve process- related disputes between the parties. When a CLEC orders either an EEL loop or EEL transport commingled with a private line transport circuit or a channel termination circuit (a Commingled EEL), it is necessary to order, provision and bill each circuit out of the appropriate Qwest service order systems and to follow the established processes Qwest has for these products. For example, when a CLEC orders an EEL Loop commingled with a private line transport circuit, the design of Qwest's systems and processes requires that the CLEC order the EEL loop by submitting a local service request ("LSR"). Qwest bills the CLEC for this network

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Circuit ID for Commingled Arrangement s – ORDERING</p> <p>(For alternate proposal, see Section 9-59 below)</p>	<p>when CLEC orders Point-to-Point <u>EELs, and Point-to-Point Commingled EELs. . . .</u></p>	<p>the terms based upon well- established history proposed by Eschelon should be acceptable to Qwest. Instead, desiring to drive as much wholesale commingled EEL traffic to its exorbitantly priced retail tariff products as possible, Qwest proposes fundamental operational changes that ensure both a terrible end user customer experience and the complete inability of any CLEC to actually and successfully use the commingled EEL product. Since these changes are unnecessary to accomplish Qwest’s stated purposes, and their ultimate impact and effect is transparently anti- competitive, Qwest’s proposed language for these provisions should be rejected.</p> <p><u>Single LSR</u>: Regardless of the additional work, increased expense and multiplication of opportunity for error with two orders, these orders cannot be submitted simultaneously per Qwest’s terms outside of the ICA. Rather, once Eschelon receives the FOC for the UNE segment, Eschelon may then submit an ASR for the non-UNE</p>	<p>EELs, and Point-to-Point Commingled EELs . . .</p>	<p>element through its "CRIS" system. By contrast, the design of Qwest's systems and processes requires that the CLEC order the private line transport circuit by submitting an access service request ("ASR"), and Qwest bills the CLEC for this circuit through a different billing system referred to as the "IABS system." Each circuit is separate and is assigned its own circuit identification number ("circuit ID"). Moreover, the EEL loop is provided pursuant to terms and conditions that are specific to that facility, and the private line transport circuit is provided based on specifically defined terms and conditions set forth in tariffs.</p> <p>This dispute arises because of Eschelon's demands that Qwest modify its systems and processes so that commingled EELs are provisioned and processed as though they are a single, unified UNE element instead of a combination of two very distinct circuits with distinct characteristics and provisioning requirements. Eschelon's proposals in this regard would require very substantial</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>component. Using a DS1 UNE loop and PLT transport as an example, there are two problems, at least, with this process: (1) there is a time delay since Qwest can take up to 72 hours to return a FOC for a DS1 UNE loop; and (2) receipt of a FOC is no guarantee that the UNE facility will actually be delivered on the due date. It is entirely possible that, after receiving the FOC and placing the ASR for the transport segment of the EEL, the loop order can go into held status for an indefinite period of time. Despite that, the PLT transport order may complete but the delivery of that facility is irrelevant. There is no complete functioning circuit, even though Eschelon has already incurred significant NRCs as well as commencing the recurring billings for the PLT transport. The customer thus has no service, and there may be no specified time by which it will have service, and all the while Eschelon is paying for PLT transport which is useless.</p>		<p>changes to Qwest's systems and processes at a very substantial cost. In addition to the fact that Qwest has no obligation to make such changes, Eschelon apparently is not proposing to compensate Qwest for the costs they would impose.</p> <p>Issue-58 is also connected with Issue 9-55 which arises from Eschelon's attempt to define a "Loop Transport Combination" as a generic "umbrella" EEL and then sweep unique products and commingled circuits with unique terms and conditions under this umbrella. Specifically, they are: Enhanced Extended Loops (EELs), Commingled EEL circuits (which is an arrangement where either an EEL transport or EEL Loop circuit is connected to a private line circuit) and High Capacity EELs. The net result is that Eschelon is improperly requesting that the Qwest special access and private lien circuits in a commingled arrangement be governed by the ICA.</p>
Issue 9-58 (a)	9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point	<u>Single Circuit ID</u> : Qwest assigns a single circuit ID to a UNE EEL and	9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point	Eschelon's demand that Qwest use a single circuit ID for commingled

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Sections 9.23.4.5.4</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements –</p> <p>CIRCUIT ID</p> <p>[2 of 2 issues in Section 9.23.4.5.4; For 1st issue (terminology) see (Issue 9-55 (Section 9.23.4.4.1) above)]</p>	<p>EELs. and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</p> <p>Qwest may require two (2) service requests when CLEC orders Multiplexed EELs Loop-Transport Combinations (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p>NOTE: For Eschelon’s alternative proposal (if single circuit ID is rejected), see Section 9.23.4.7 in subpart below.</p>	<p>provides it to the ordering CLEC. For Commingled EELs, Qwest proposes to assign two circuit IDs (one to the UNE and another to the non-UNE). Instead of installing one EEL, therefore, the parties must install two separate circuits at two different times. This leads to multiple problems (including intervals – see Section 9.23.4.4.3.1). For example, the gap in time between delivery of the two circuits will cause a marked increase in blind acceptance. In Qwest’s Proposals in the Colorado PAP Review, Qwest said: “Blind acceptance is a term used to describe a CLEC’s request for Qwest to turn up a circuit <i>without</i> testing between Qwest and the CLEC, which testing would ensure that the circuit is operational through the entire portion of the loop that Qwest provides. By contrast, Qwest performs this type of end-to-end testing on all of its retail circuits.” (<i>Qwest CPAP Proposal</i>, p. 48.) This won’t be possible for CLECs under Qwest’s proposals. The UNE loop interval is 5 days. If Qwest wants to meet the PID for the loop, it will deliver</p>	<p>EELs. and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</p> <p>Qwest may require two (2) service requests when CLEC orders Multiplexed EELs Loop-Transport Combinations (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p>	<p>EELs instead of separate identification numbers for the UNE and non-UNE (special access and/or private line) circuits is improper for several reasons. First, circuit IDs often include product-specific information that Qwest relies upon for proper processing, monitoring of performance indicator measurements and billing of products. Using a circuit ID assigned to a UNE for a tariffed service may result in mis-identification of the service and lead to billing and other errors. Second, there is no legal requirement for Qwest to change its systems for this purpose; indeed, Qwest uses separate circuit ID numbers for other CLECs, so adoption of that approach for Eschelon will not result in unequal treatment. Third, CMP is the correct forum to address such OSS-related process changes. Fourth, it would be very costly for Qwest to modify its operation systems to meet Eschelon's demand for use of the same circuit ID number after a conversion. Eschelon is not proposing to compensate Qwest for the costs to implement this very</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>the loop within 5 days. Because the PLT transport piece will not be delivered until many days later, however, there is no point in testing that loop. Qwest, however, will start to bill CLEC for the loop. The loop and transport together serve the end user customer and whether that customer's service is working "end-to-end" cannot be determined until the two are connected. Qwest's proposal will force CLECs into blind acceptance of the loop, due to the futility of testing a loop not connected to the customer. Eschelon asks the Commission to adopt its language so that Eschelon will also have the opportunity to perform the type of end-to-end testing on all of its customers' circuits that Qwest said in its PAP proposal it is able to perform on all of its retail circuits.</p> <p>The linchpin of effective EEL facility management is the use of a single circuit ID to cover all segments of the facility. It is this single identifier that permits both Qwest and Eschelon to easily and accurately track facility inventories, order correctly, repair in the most</p>		substantial change.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>efficient manner possible, and bill in a way that actually permits verification of bill and rate accuracy. The end result, of course, is that both companies manage what is a single facility from the end user customer's perspective in the most efficient manner possible, which ensures the best possible delivery of service to a customer.</p> <p>With so much at stake, any administrative wrinkles that Qwest raises are minor by comparison. When Qwest needed to change the service code modifier in order to distinguish EELs and Loop-Mux Combinations from each other as well as from private line and private line resale products, Qwest used both a standardized Telcordia solution as well as the development of a Qwest "home grown" modifier for Loop-Mux Combinations. Together, these service code modifiers allowed all of Qwest's systems to differentiate the four different products without assigning multiple Circuit IDs to a single circuit. In the same way, Qwest could simply develop a unique code modifier for commingled EELs that</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		would account for the increase in price and without the thorny problems associated with Qwest's ICA proposal.		
Issue 9-58 (b) Sections 9.23.4.6.6 (and subparts), Ordering, Billing, and Circuit ID for Commingled Arrangements – BILLING	<p><u>9.23.4.6.6 For each Point-to-Point Loop-Transport Combination (see Section 9.23.4.5.4), all chargeable rate elements for such combination will appear on the same Billing Account Number (BAN).</u></p> <p>NOTE: For Eschelon's alternative proposal (if single BAN is rejected), see Section 9.23.4.6.6 below.</p>	<p><u>Single Bill:</u> When billing Eschelon for a UNE EEL, Qwest bills the UNE EEL as a single facility on one billing account number (BAN). Bill review and reconciliation will be challenging at best, and unmanageable at worst, if Qwest implements its proposal to bill the two components of the Commingled EEL separately. In the absence of a single circuit ID or relating the segments of the commingled EEL on the bills (as proposed by Eschelon in its alternative proposal), Eschelon will not know whether a particular UNE is a part of an EEL. Thus, Eschelon will have to review every line item on its UNE bill to attempt to determine whether that UNE is part of a commingled EEL. Given the volume of Eschelon's UNE inventory, this kind of undertaking is simply not feasible. Similarly, while Eschelon can track loss and completion reports to ensure accurate billing for disconnected</p>	<p><u>9.23.4.6.6 For Commingling see Section 24.</u></p>	<p>Eschelon's demand that Qwest use a single BAN for the elements comprising a commingled EEL or for Eschelon's proposed "Loop-Transport Combination" fails to recognize that BANs contain essential product-specific information that affects the proper billing for products. This information affects, for example, whether a product is billed at a UNE-based rate or at a tariffed rate. Without separate BANs for the distinct products that comprise commingled arrangements, billing errors would be inevitable.</p> <p>Eschelon's demand for a single BAN also would impose very substantial costs on Qwest because of the systems changes that would be required. Qwest has no legal obligation to make those changes, and, moreover, Eschelon apparently is not offering to compensate Qwest for the costs of performing them. Qwest has developed and implemented systems, procedures</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>UNEs (no loss and completion reports are provided for tariffed services), without some indication that the segments of a commingled EEL are related, a loop may be disconnected and Eschelon could conceivably continue to pay for the non-UNE segment for no reason at all.</p>		<p>and intervals for EELs, UNEs and tariffed services and is under no legal requirement to modify these systems to provide Eschelon's proposed "Loop-Transport Combination" product. Moreover, this attempt to forces Qwest to move special access and/or private line billing from IABs to CRIS is asking this Commission to reach in to the special access terms and conditions via the ICA. This is improper and in reality it potentially becomes a form of rate ratcheting that Qwest is explicitly not required to do for CLECs per the <i>TRO</i>.</p>
<p>Issue 9-58 (c)</p> <p>Sections 9.23.4.6.6 (and subparts)</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements</p>	<p>Eschelon's proposed alternate language (if Qwest's position on 9.23.4.6.6 is accepted in arbitration)</p> <p><u>9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer</u></p>	<p><u>Alternatives (Relating Separate Orders, IDs, Bills):</u> To the extent that the Commission adopts Qwest's language for these provisions, however, the Commission should order that Eschelon's alternative language for Sections 9.23.4.6.6 (and subparts) and 9.23.4.7 (and subparts) also be included in the ICA. These sections only require that Qwest relate the UNE and non-UNE segments of the commingled EEL. Absent a single circuit ID for the commingled EEL</p>	<p>SAME FOR BOTH PROPOSALS:</p> <p><u>9.23.4.6.6 For Commingling, see Section 24.</u></p> <p>9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled</p>	<p>Eschelon's back-up version of Section 9.23.4.6.6 suffers from most of the same flaws that characterize its original version. Most significantly, this version, like the original version, would require major changes to Qwest's systems and processes. Under Eschelon's back-up version of Section 9.23.4.6.6, Qwest would be required, at a minimum to: (1) modify its systems and processes to include on bills for the UNE circuit of commingled EELs the circuit ID</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>BILLING</p> <p>(Alternate proposal to 9.23.4.6.6 in Issue 9-58(b))</p>	<p><u>Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:</u></p> <p><u>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</u></p> <p><u>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</u></p> <p><u>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and</u></p>	<p>facility, for example, relating the loop and transport segments as laid out in the alternative Sections is the only way that Eschelon can manage the repair and billing for commingled EELs to any customer’s satisfaction. Absent an identified relationship between the UNE and non-UNE segments of the same EEL, no CLEC can feasibly use a commingled EEL. This is not an acceptable implementation of the FCC’s mandate to eliminate restrictions on commingling, and Qwest should not be permitted to so deliberately tilt the field to the advantage of its exorbitantly expensive retail products.</p>	<p>EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:</p> <p>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</p> <p>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</p> <p>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE</p>	<p>of the non-UNE component; (2) create an entirely separate account type within its billing systems for commingled EELs; (3) modify its systems and processes to include on bills for the non-UNE circuit of commingled EELs "the summary BAN and sub-account number for the UNE component;" and (4) modify its systems and processes to include on all customer service records for commingled EELs "the circuit ID for the UNE circuit; the RBAN for the non-UNE component; and the circuit ID for the non-UNE circuit."</p> <p>These major changes to Qwest's billing systems and processes, which Qwest would be implementing solely in response to Eschelon's request, would impose upon Qwest very substantial costs. Qwest has no legal obligation to modify its systems and processes in this way, and, moreover, Eschelon has no legitimate business justification for these far-reaching modifications.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</u></p>		<p>component; and</p> <p>9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</p>	
<p>Issue 9-58 (d)</p> <p>Section 9.1.1.1.1 & 9.1.1.1.2</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements</p> <p>OTHER ARRANGEMENTS</p>	<p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the</u></p>	<p>The same types of problems that will occur with commingled EELs if there is not a single LSR, single circuit ID, and single bill will arise with other commingled arrangements as well. Therefore, these sections create a default to have a single LSR, single circuit ID, and single bill, unless the Parties agree otherwise or doing so is not Technically Feasible. In the latter case, the components of the commingled arrangement are to be related for these purposes, unless the Parties agree otherwise. Such language will help prevent Qwest from proceeding again in the unilateral manner in which Qwest approached implementing Commingled EELs and its initially password protected terms.</p>	<p>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</p> <p>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the</p>	<p>Issue 9-58 (d) relates directly to Eschelon's demands described above involving single LSRs, single circuit IDs, and single BANs for commingled EELs. In its proposed Sections 9.1.1.1.1 and 9.1.1.1.2, Eschelon sets forth these same proposals for what it refers to as "Other Arrangements." By "other arrangements," Eschelon is apparently referring to commingled arrangements other than commingled EELs. There is no basis for Eschelon's attempt to impose upon Qwest the duty to specific processes for unknown and undefined commingled arrangements.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</u></p>		<p>same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</p>	
<p>Issue 9-58(e)</p> <p>Sections 9.23.4.4.3.1 & 24.3.2; 9.1.1.1.1 & 9.1.1.1.1.1</p> <p>Interval for Commingled Arrangements</p>	<p><u>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</u></p> <p><u>24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled EELs.</u></p> <p>24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.</p> <p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any</u></p>	<p>For Commingled arrangements, including Commingled EELs, Eschelon proposes that the interval be the longer interval of the two facilities being commingled. On its face, Qwest’s proposal appears similar. Qwest states that the UNE interval will apply to the UNE and the tariffed interval will apply to the tariffed component. When Qwest’s proposal is closely scrutinized and facts outside its proposed ICA language are known, however, the proposals are very different. A key difference is that Eschelon’s proposal allows the Commission to retain full jurisdiction over the UNE, whereas Qwest’s proposal allows factors outside the approved ICA to change the operation of the UNE terms, in contradiction to the</p>	<p>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</p> <p><u>24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.</u></p> <p>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</p>	<p>As a matter of law and consistent with the <i>TRO</i>, the tariffed services Qwest provides for commingling must be provisioned based on the terms and conditions in tariffs, not based on different terms and conditions that apply to UNEs. "Tariffed services" as used herein refers to Qwest's interstate and intrastate tariffs, price lists, and price schedules that are in effect. Eschelon's proposal improperly applies terms and conditions relating to UNEs to tariffed services, the provisioning of which is governed by tariffed terms.</p> <p>Accordingly, the provisioning interval for the tariffed component of a commingled EEL must be based on the terms of the applicable</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</u></p>	<p>ICA. For example, Qwest’s language in Section 9.23.4.5.4 appear to allow a CLEC to order a UNE loop and tariffed transport on separate service requests on the same day and then, pursuant to Section 24.3.2, calculate the interval. If that were true, the result would be the same as under Eschelon’s proposed language and the longer interval would be the latest date for installation of the two services. That, in fact, is not how the calculation will work. The reason cannot be found in the language that Qwest has presented to this Commission for approval. The missing term was initially distributed in a secret, password-protected form, with the password available only to CLECs after they signed the Qwest TRO amendment. After certain commission staff intervention, Qwest posted the term on its public website but did not process it through CMP or add it to its proposed ICA terms. What is the missing term? Consecutive ordering is required, which lengthens the total time required (<i>i.e.</i>, the latest date for installation of the two services is</p>	<p>9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</p>	<p>tariff, and the provisioning interval for the UNE component of a commingled EEL must be based on the interval applicable to the UNE. The tariffed component and the UNE component are installed separately from each other. Because each service order for each component must be complete before installation, the provisioning intervals for each component may have to be added together to determine the total time required for installation.</p> <p>Qwest's position relating to the merits of Eschelon's proposed Sections 9.1.1.1.1, 9.1.1.1.1.1, and 9.1.1.1.1.2 is set forth in connection with Issues 9-58 (a) through (e) (Sections 9.23 and 24.3.2). In addition to the flaws in the merits of its position, Eschelon's proposed Sections 9.1.1.1.1, 9.1.1.1.1.1, and 9.1.1.1.1.2 are duplicative in that they address the same subjects that Eschelon addresses in Section 9.23.4 and related sub-sections. For example, Eschelon addresses service intervals for commingled arrangements in both Section 9.1.1.1.1.1 and 9.23.4.4.3.1.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>pushed out). It lengthens the interval of delivery of a working service to the end user customer because the missing term provides that CLEC cannot submit the second order until it receives an FOC on the first order. If the FOC commitment is 72 hours, this pushes out the later due date by three days. There is no way to calculate this time period from Qwest's proposed ICA language. CLECs need certainty for planning purposes and to set customer expectations. CLECs who signed the TRO amendment before receiving the password to the secret PCAT may have been surprised to discover this. Eschelon was certainly surprised to discover it once the terms were posted on the website. The missing term affects the UNE ordered under this ICA. As a result of Qwest's unfiled term requiring consecutive instead of concurrent order submission, for example, the time period for service delivery applicable to the entire Loop-Transport Combination would be longer than ordering the same circuit as a special access facility, thus making the use of the UNE</p>		<p>Similarly, it addresses ordering and billing procedures for commingled arrangements in Section 9.1.1.1.1.2 and again in Sections 9.23.4.5.4 and 9.23.4.6.6. These repetitive ICA provisions create unnecessary confusion, and, accordingly, Sections 9.1.1.1.1, 9.1.1.1.1.1, and 9.1.1.1.1.2 should be eliminated in their entirety.</p> <p>In addition to being duplicative of other Eschelon proposals, these proposed ICA provisions are inappropriately set forth in a general section of the Agreement containing general terms and conditions relating to UNEs. It is confusing and inconsistent with the overall organization of the ICA to include specific terms and conditions relating to commingling in a section of the Agreement that is intended to define the broad terms and conditions that apply to UNEs. For this additional reason, Sections 9.1.1.1.1, 9.1.1.1.1.1, and 9.1.1.1.1.2 should be eliminated from the ICA.</p> <p>In contrast to Eschelon's confusing approach, Qwest addresses specific</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		competitively prohibitive.		issues relating to commingling in the section of the ICA titled "Commingling." Specifically, per mutual agreement of the parties, Section 24 is titled "Commingling," and it sets forth the parties' general commingling rights and obligations. In proposed Section 24.3.2, for example, Qwest includes language establishing the service intervals for commingled EELs. These and other specific sections relating to commingling are appropriately included in the section of the Agreement devoted to commingling and should not be addressed in different sections with duplicative provisions.
Section 9.23.4.5.6 – <i>See Issue 12-67 (Section 12.2.1.2) below</i>				
Section 9.23.4.6.6 – <i>See Issue 9-58 (Section 9.23.4.5.1.1) above</i>				
Issue 9-59	Eschelon proposed alternate	Unlike Eschelon, Qwest does not	9.23.4.7 Maintenance and Repair	In the interest of resolving this

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>(alternate)</p> <p>Sections 9.23.4.7 and subparts</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements—</p> <p>CIRCUIT ID/ ALTER-NATE</p> <p>(Alternate proposal to 9.23.4.5.4 in Issue 9-58(a))</p>	<p>language (if Qwest’s position on 9.23.4.5.4 is accepted in arbitration)</p> <p><u>9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs</u></p> <p><u>9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, so long as Qwest provides more than one circuit ID per Commingled EEL, CLEC may provide all circuit IDs associated with the Commingled EEL in a single trouble report (i.e., Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL). If CLEC is using CEMR to submit the trouble report, for example, CLEC may report one circuit ID and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (i.e., the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled</u></p>	<p>propose repair language for the UNE component of commingled EELs. Qwest proposes deletion of Eschelon’s language. This, combined with the fact that Qwest leaves the UNE repair language unchanged, could suggest that repairs for the UNE component of the EEL will remain unchanged. Information that Qwest has posted on its website, without obtaining Commission approval or even using CMP, tells a different story.</p> <p>Currently, for UNE EELs, CLEC opens a trouble report and Qwest assigns a trouble ticket number. See Section 12.1.3.3.3.1.1. When CLEC opens the ticket, the clock starts running under the PIDs for mean time to repair. See Exhibit B (MR-5). For Commingled EELs, however, Qwest is unilaterally requiring CLECs to use a different process that adds delay for CLEC customers while building in protection against PID payments for Qwest. Like the consecutive placement of orders discussed in connection with intervals in Section 9.23.4.4.3.1, this is also a consecutive process, with special</p>	<p><u>for UNE Component of Commingled EELs</u></p> <p><u>9.23.4.7.1 For Commingling see Section 24.</u></p>	<p>issue, Qwest has agreed to modify its process as follows for repairs on a Commingled EEL arrangement when Qwest is providing all of the network elements. However, given the complexities and various repair problems that can occur, it may be necessary that a second repair ticket be opened. Thus, Qwest cannot agree that there will never be a second repair ticket. This is not unique to commingled arrangements. Frequently, for both UNE EELs and Private Line Access repair situations, a second ticket is required. In some cases, there may need to be an additional repair center involved then would deal with a loop-only related failure.</p> <p>Qwest is agreeing to modify its process as follows: First, the CLEC would do isolation testing to the Qwest network, and the CLEC must provide overall test results across both circuits or authorize optional testing for the UNE circuit before opening a trouble ticket. Charges for Qwest performing testing on behalf of the CLEC are found in Exhibit A of the ICA.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>EEL to CLEC at the time the trouble is reported.</u></p> <p><u>9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.</u></p> <p><u>9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.</u></p>	<p>access first. When a CLEC customer served by a commingled EEL experiences a service affecting problem, Qwest requires the CLEC to first submit an Assist Ticket (AT) on the special access portion of the EEL, even though the trouble may be on the loop portion of the circuit. An AT does not start the clock running under the PIDs for mean time to repair. Only if Qwest does not find trouble on the special access portion of the EEL will Qwest will contact the CLEC and ask the CLEC to open a repair ticket on the loop portion of the EEL. The customer is out of service the entire time and does not know or care whether the trouble is in one circuit or the other. The customer just wants it repaired. This process will certainly delay repair time for the customer’s service when the trouble is in the loop, but that additional delay will not affect Qwest’s PID performance under the ICA (see Exhibits B & K).</p> <p>If CLEC defies Qwest’s requirement to open an AT on the special access portion of the EEL and opens trouble tickets on both</p>		<p>Second, the CLEC submits a repair ticket following the normal process, on the specific Commingled circuit the CLEC has reason to believe has the failure. For illustrative purposes, let’s assume it is the UNE Loop.</p> <p>Third, the CLEC will reference in the remarks field, the circuit ID of the circuit that is linked (commingled) with the circuit identified as having the failure. In our illustrative example; this would be the Private Line mux and high capacity transport.</p> <p>Fourth, Qwest processes the ticket and begins the repair process on the UNE Loop, and if trouble is found on the UNE Loop, Qwest makes the repair and the ticket is closed.</p> <p>In the alternative, the UNE Loop tests clear, but Qwest finds trouble on the high capacity transport portion of the commingled circuit. Qwest will close the UNE Loop repair ticket; and communicate to the CLEC what was found. No maintenance of services charges</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>circuits (UNE and non-UNE), CLEC increases the likelihood of incurring additional charges. Finding trouble on both circuits of a commingled EEL at the same time is likely rare. Much more likely is that the trouble is on one circuit or the other, but the parties do not know which one. If CLEC simultaneously opens a ticket on both circuits (assuming Qwest accepts them) to avoid delay, Qwest will code one ticket as no trouble found (NTF) in every case in which the trouble is on one of the two circuits. Qwest charges the CLEC maintenance of service charges on tickets that Qwest codes as NTF. CLEC has to do more work to open and track more tickets, while paying Qwest more charges.</p>		<p>will apply since the trouble was isolated in the Qwest network (even if not specifically on the UNE loop). The Qwest technician will contact the CLEC and they will mutually agree upon which company opens the second repair ticket for the high capacity transport. If the Qwest technician opens the ticket, it will be a manual ticket and not contain the bonded automated trouble ticket advantages. If the CLEC opens the trouble ticket, it can follow the normal bonded process and enjoy all automated ticket advantages.</p> <p>Fifth, no time delay occurs regardless of whether Qwest or the CLEC opens the second ticket, and thus the repair process is not delayed. Qwest will already be using the testing information gained from the first ticket to begin the repair process for the second ticket.</p> <p>Sixth, due to the fact that these are different services, the repair clock for quality service measurements will start and end with the opening and closing of the ticket associated with the specific circuit. In this</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				<p>example, the UNE repair ticket would be closed with no trouble found, but no maintenance of service charges would apply, since there was trouble found within the Qwest network on the private line transport portion circuit.</p> <p>These changes address the issues raised by Eschelon without requiring such significant system changes as proposed by Eschelon that Qwest could not reasonably implement within its existing repair systems.</p>
<p>Issue 9-60 Intentionally Left Blank</p>				
<p>Section 9.23.5.1.3 - <i>See</i> Issue 9-54(a) above</p>				
<p>Section 9.23.6.2 – <i>See</i> Issue 9- 61 (Section</p>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
9.23.9) below				
MULTI- PLEXING (LOOP- MUX COMBINA- TIONS)				
<p>Issue 9-61</p> <p>Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 ((2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2</p> <p>Loop-Mux Combination (LMC) – Placement</p>	<p>Eschelon’s proposed placement = Place Loop-Mux Combinations in Section 9 (UNEs).</p> <p>9.23.9 and subparts – all (see next row)</p> <p>9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) <u>and Loop Mux Combinations.</u> and. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .</p>	<p><u>Placement:</u> Regardless of the status of multiplexing, the UNE Loop is a component of the Loop-Mux Combination. Therefore, this language belongs in Section 9 (“UNEs”). If Qwest were to prevail on its commingling/multiplexing argument, a suitable cross reference to Section 24 could be added for commingling general terms. For the reasons stated below, however, the entire combination is a UNE combination.</p> <p>Regarding Section 9.23.2, Qwest proposes to limit Section 9.23 to a single UNE Combination “product”: EELs. As discussed in the next section, however, Loop Mux Combinations are also a UNE Combination and thus should be identified in Section 9.23.2.</p>	<p>Qwest’s proposed placement = Place Loop-Mux Combinations in Section 24 (Commingling).</p> <p>24.4.1 and subparts – all (see next row)</p> <p>9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) <u>and Loop Mux Combinations.</u> If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .</p>	<p>There is no legal requirement for ILECs to provide stand-alone multiplexing. Multiplexing is not a feature or function of the loop, and Qwest is not required to provide loops and multiplexing as a UNE combination</p> <p>Further, Eschelon can self-provision multiplexing within its own collocation space, and, therefore, will not be denied access to this service if Qwest does not provide it. In the <i>TRO</i>, the FCC established that the type of multiplexing ILECs must provide is that associated with commingling, not stand-alone multiplexing. Accordingly, on a going-forward basis, Qwest will no longer offer stand-alone multiplexing.</p>
Issue 9-61 (a)	Eschelon proposed modifications (9.23.9 and subparts):	Qwest has offered unbundled multiplexing in three ways: as part	NOTE: See Eschelon Proposed language for cross-references to	There is no legal requirement for ILECs to provide stand-alone

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 ((2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2</p> <p>Loop-Mux Combination (LMC) –</p> <p>LMC Loop versus LMC</p>	<p>9.23.9.1.1 [24.4.1.1] Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) Commingled combined with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.</p> <p>9.23.9.1.2 [24.4.1.2] LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.</p> <p>9.23.9.1.3 [24.4.1.3] Qwest offers the LMC Loop as a Billing conversion or as new Provisioning.</p>	<p>of a multiplexed EEL, as part of a Loop-Mux Combination, and as a stand alone UNE. The Commission has set TELRIC rates for unbundled multiplexing and the UNE rates established for loops and transport include the cost of multiplexing where appropriate. Multiplexing is a "feature, function, or capability" associated with both unbundled loops and transport and, pursuant to the FCC's unbundling rules, Eschelon is entitled to use that feature, function, or capability. <i>See</i> 47 C.F.R. § 51.307(c). In addition, the definition of "Routine Network Modification" (to which the parties have agreed) states that this term means "activities of the type that Qwest undertakes for its own End User Customers" and expressly includes "deploying a new multiplexer or reconfiguring an existing multiplexer." <i>See also</i> 47 C.F.R. § 51.319(a)(7). In this arbitration, however, Qwest claims that it need not provide multiplexing at the TELRIC rates established by this Commission. Although Eschelon disagrees, Eschelon's position in this arbitration only requires Qwest to</p>	<p>Section 24. Section 24.4.1 contains Qwest's corresponding language (without Eschelon's proposed modifications). The black text in Sections 9.23.9 and 24.4.1 is the same and is agreed upon subject to placement. The parties disagree as to the highlighted (red) language. The red modifications in the Eschelon language column are proposed by Eschelon, and Qwest disagrees. The parties also disagree as to placement (see previous issue).</p>	<p>multiplexing. Multiplexing is not a feature or function of the loop, and Qwest is not required to provide loops and multiplexing as a UNE combination</p> <p>Further, Eschelon can self-provision multiplexing within its own collocation space, and, therefore, will not be denied access to this service if Qwest does not provide it. In the <i>TRO</i>, the FCC established that the type of multiplexing ILECs must provide is that associated with commingling, not stand-alone multiplexing. Accordingly, on a going-forward basis, Qwest will no longer offer stand-alone multiplexing.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>9.23.9.2.1 [24.4.2.1] An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA-multiplexed facility.</p> <p>9.23.9.2.2 [24.4.2.2] LMC Loops will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.</p> <p>9.23.9.2.3 [24.4.2.3] The PLT/SA-DS1 or DS3 multiplexed facility must terminate in a Collocation.</p> <p>9.23.9.2.4 [[24.4.2.4] Intentionally Left Blank The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.</p> <p>9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.</p> <p><u>9.23.9.3.2 [24.4.3.2] LMC</u></p>	<p>provide multiplexing at UNE rates when the loops and/or transport connected to the multiplexer are UNEs. This would include providing multiplexing at UNE rates in connection with multiplexed EELs (<i>i.e.</i>, a combination of loop and transport where the loop and transport components have different bandwidths and multiplexing is necessary to connect the facilities) and also as part of a Loop-Mux Combination when unbundled loops are connected to the multiplexer and the multiplexer is connected to Eschelon's collocation, with no transport provided.</p> <p>Qwest's contention that it is not required to provide unbundled multiplexing in connection with Loop-Mux Combinations is apparently based on the <i>Virginia Arbitration Order</i>. Qwest's reliance on that decision is misplaced, however. First, Qwest's argument ignores the procedural posture of the <i>Virginia Arbitration Order</i>. The decision was the result of an arbitration by the FCC's Common Carrier Bureau, acting in the stead of the Virginia state</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.</u></p> <p><u>9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:</u></p> <p><u>a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1,544 Mbps channels.</u></p> <p><u>b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.</u></p> <p><u>9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:</u></p> <p><u>a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.</u></p> <p><u>b) Non-recurring Multiplexing</u></p>	<p>utilities commission, pursuant to 47 U.S.C. § 252(e)(5), where the state commission did no carry out its responsibilities. Accordingly, the decision is no more binding on this Commission than would be the decision of any other state commission.</p> <p>Second, Qwest ignores the very limited scope of the Common Carrier Bureau’s decision on this issue. As the Bureau noted, WorldCom withdrew its claim that it was entitled to “Loop Concentrator/Multiplexer” as a network element. Virginia Arbitration Order at ¶487.</p> <p>Accordingly, the Bureau did not need to reach the substantive issue presented here. Furthermore, the Bureau specifically emphasized that its decision should not be interpreted as an endorsement of the Verizon position regarding the availability of unbundled multiplexing associated with Loop-Mux Combinations: <i>Id.</i> at ¶ 490 (“We emphasize that our adoption of Verizon’s proposed contract language on this issue <i>should not</i> be interpreted as an endorsement of Verizon’s substantive positions</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.</u></p> <p>9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC Loop are set forth in Exhibit A.</p> <p>9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.</p> <p>9.23.9.4.1 [24.4.4.1] Ordering processes for LMC Loop (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest’s Product Catalog (PCAT). The following is a high-level description of the ordering process:</p>	<p>expressed in this proceeding regarding its multiplexing obligations under applicable law.”) (emphasis added.) Thus, the <i>Virginia Arbitration Order</i> cannot, by its plain terms, be read as limiting the ILEC’s obligations to provide unbundled multiplexing.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>9.23.9.4.1.1 [24.4.4.1] Step 1: Complete product questionnaire for LMC_Loop(s) with account team representative.</p> <p>9.23.9.4.1.4 [24.4.4.1] Step 4: After account team notification, place LMC_Loop orders via an LSR.</p> <p>9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for first sentence] <u>For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p> <p>9.23.9.4.4 [24.4.4.4] Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC_Loops, the service interval</p>			

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.</p> <p>9.23.9.4.5 [24.4.4.5] Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC Loops with installation work performed by Qwest outside of Qwest’s standard installation hours. For purposes of this Section, Qwest’s standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.</p> <p>9.23.9.6.1 [24.4.6.1] Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain</p>			

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.</p>			
<p>Issue 9-61 (b)</p> <p>Sections 9.23.9 and sub-parts; 24.4 and sub-parts: 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2; Exhibit C, Section 6.0</p> <p>Loop-Mux Combination (LMC) – Intervals</p>	<p>9.23.9.4.3 Standard sService intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>9.23.4.4.3 Installation intervals for EEL- UNE Combinations are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address:</p>	<p>For the reasons discussed at Issues 1-1 and 1-1(e) above regarding the first sentence of this provision, the ICA should contain applicable intervals and require amendment and Commission approval when intervals are modified. Eschelon’s proposed language in total virtually mirrors SGAT Section 9.23.5.3 (which is also the same language as in the Qwest-AT&T ICA approved by this Commission). Qwest has identified no business reason, new circumstance or other basis for varying the language for Eschelon. Qwest’s position statement relates only to “stand-alone loop multiplexing” but the language of Section 9.23.9.4.3 refers to UNE combinations generally.</p>	<p>24.4.4.3 Standard service intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>9.23.4.4.3 Installation intervals for EEL- UNE Combinations are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address:</p>	<p>Please see Qwest's position statement set forth above relating to the absence of any obligation to provide stand-alone loop multiplexing.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>http://www.qwest.com/carrier/guides/sig/index.html</p> <p>9.23.6.2 Service intervals for each UNE Combination EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C: Loop Mux Combo (LMC)</p>	<p>With respect to Sections 9.23.4.4.3 and 9.23.6.2, Qwest proposes to limit the AT&T/SGAT term “UNE Combinations” to only “EELs” based on its argument that Loop-Mux is not a UNE Combination. See Section 9.23.9 above (Issues 9-61 and 9-61(a)) for Eschelon’s position.</p>	<p>http://www.qwest.com/carrier/guides/sig/index.html</p> <p>9.23.6.2 Service intervals for each UNE Combination EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C: Loop Mux Combo (LMC)</p>	
<p>Issue 9-61(c)</p> <p>Exhibit A Section 9.23.6 and subparts</p> <p>LMC Multiplexing</p>	<p>9.23.6.1 Interconnection Tie Pair</p> <p>9.23.6.1.1 DS1 \$6.05 E</p> <p>9.23.6.1.1.1 Manual \$5.45 F,13</p> <p>9.23.6.1.1.2 Mechanized \$5.45 F</p> <p>9.23.6.2.1 LMC 2-Wire Loop Installation</p> <p>9.23.6.2.1.1 First \$118.12</p> <p>9.23.6.2.1.2 Each Addl \$86.68</p> <p>9.23.6.3.1 LMC 4-Wire Loop</p>	<p>See discussion above of Section 9.23.9. If Loop-Mux Combinations stay in the ICA as a UNE Combination, the rates remain in Exhibit A. There is no separate dispute as to the rates.</p> <p>Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates are typically well in excess of the</p>	<p>9.23.6.1 Intentionally Left Blank</p> <p>9.23.6.2 Loop Mux, 2-Wire Analog, DS0</p> <p>9.23.6.2.1.1 First \$235.86 1,5</p> <p>9.23.6.2.1.2 Each Additional \$153.93 1,5</p> <p>9.23.6.2.1.3 Disconnect \$5.98 1</p> <p>9.23.6.3 Loop Mux, 4-Wire Analog, DS0</p>	<p>Please see Qwest's position statement set forth above relating to the absence of any obligation to provide stand-alone loop multiplexing. Because Qwest has no obligation to provide stand-alone loop multiplexing, rates for this proposed product should not be included in the ICA.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	Installation 9.23.6.3.1.1 First <u>\$118.12</u> 9.23.6.3.1.2 Each Addl <u>\$86.68</u> 9.23.6.4.1 LMC DS1 Loop Installation 9.23.6.4.1.1 First <u>\$155.41</u> 9.23.6.4.1.2 Each Addl <u>\$125.06</u> 9.23.6.6 <u>LMC Multiplexing</u> <u>9.23.6.6.1 DS1 to DS0</u> <u>\$212.76 Rec \$189.94 NRC</u> <u>Notes E,12,Z</u> <u>9.23.6.6.2 DS3 to DS1</u> <u>\$203.54 Rec \$189.94 NRC</u> <u>Notes E,12,Z</u> 9.23.6.7 DS0 Channel Performance 9.23.6.7.2 DS1/DS0 Low Side Channelization <u>\$7.09</u> 9.23.6.8 LMC Rearrangement 9.23.6.8.1 DS0 <u>\$97.21 1</u> <u>9.23.6.8.2 High Capacity \$97.62 1</u> 9.23.7.7.1 DS0 <u>\$97.21 1</u> 9.23.7.7.2 High Capacity <u>\$97.62 1</u>	rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates. For LMC Rearrangement (9.23.6.8): Eschelon adjusted Qwest's cost study to make it consistent with the Commission's decisions in the UT 138/139 case. There are no Commission ordered rates for this element to be used as a comparison.	9.23.6.3.1.1 <u>First \$235.86 1,5 1</u> 9.23.6.3.1.2 <u>Each Additional \$153.93 1,5</u> 9.23.6.3.1.3 Disconnect \$5.98 1 9.23.6.4.1 LMC DS1 Loop Installation 9.23.6.4.1.1 <u>First \$298.35</u> 9.23.6.4.1.2 <u>Each Additional \$218.44 1,5</u> 9.23.6.4.1.3 Disconnect \$6.56 1 <u>9.23.6.6 Intentionally Left Blank</u> 9.23.6.8 LMC Rearrangement 9.23.6.8.1 DS0 <u>\$135.44 1</u> 9.23.6.8.2 High Capacity <u>\$153.74 1</u>	
Issue 9-62 Intentionally Left Blank				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
MICRO- DUCT RATE				
<p>Issue 10-63</p> <p>Section 10.8 and subparts;</p> <p>See Issue 22-90 (ad) for Exhibit A 10.7.12 and 10.7.12.1</p> <p>Microduct</p>	<p>10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct <u>at one-half (1/2) of the rate for innerduct in Exhibit A per microduct placed within the innerduct</u>. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.</p>	<p>Qwest provides CLECs access to available ducts/conduits for the purpose of placing telecommunications facilities. Duct/conduit are leased for copper facilities only, while an innerduct is leased for the purpose of placing fiber. As an alternative to leasing microduct from Qwest, CLECs can place innerducts in an empty duct/conduit. Agreed upon language in 10.8.1.2.3 provides: “The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a one and one-fourth (1 ¼)-inch innerduct.”</p> <p>In Qwest’s microduct cost study, Qwest allocates some of the cost of the innerduct to the microduct cost. Qwest uses a 50% capacity factor in its microduct cost study. Eschelon proposes this same allocation be used when assigning innerduct cost to CLECs placing their own microduct. In order for a CLEC to place its own microduct, there must</p>	<p>10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct at one-half (1/2) of the rate for innerduct in Exhibit A per microduct placed within the innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.</p>	<p>Eschelon has exclusive use of the innerduct. Therefore, Eschelon should pay for the entire innerduct..</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>be space available in the innerduct. This means that Qwest has spare capacity that is not being used. Qwest's proposal to charge for the entire innerduct amounts to over recovery. Even though the capacity of an innerduct is equivalent to four (4) microducts, Eschelon proposes that when Eschelon places microduct inside an innerduct, Eschelon pay half of the cost of the innerduct. This amounts to a 50% capacity factor.</p>		
ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES				
<p>Issue 12-64</p> <p>Section 12.1.4, 12.1.4.1, 12.1.4.2, 12.1.4.2.1; 12.1.4.2.2 see subparts below for</p>	<p><u>12.1.4 Root Cause Analysis and Acknowledgement of Mistakes</u></p> <p><u>12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of a mistake relating to products and services provided under this Agreement. The written request</u></p>	<p>Eschelon has proposed a process for obtaining from Qwest a root cause analysis and/or acknowledgement of a Qwest mistake that impacts an Eschelon customer. Oregon customers should not have less protections than in other states. Eschelon's proposal tracks a commission decision in Minnesota in a July 30, 2003 Order in Docket</p>	<p>12.1.4 <u>Intentionally Left Blank</u></p>	<p>Qwest does not believe it is appropriate or necessary to incorporate this language into an interconnection agreement. Eschelon's proposal stems from a decision of the Minnesota Commission and is thus specific to that state. Moreover, while the Minnesota ruling Eschelon relies upon is flawed, Eschelon's proposed</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
12.1.4.2.3; 12.1.4.2.4; 12.1.4.2.5 and 12.1.4.2.6 Acknowledge -ment of Mistakes	<p><u>should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition before beginning the process of requesting Qwest acknowledgement of error.</u></p> <p><u>12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to CLEC.</u></p> <p><u>12.1.4.2.1 The letter will include a recap of sufficient pertinent information to identify the issue (e.g., PON, Service Order Number, order Due Date and billing telephone number, as provided in</u></p>	<p>No. P-421/C-03-616 (<i>MN 616 Order</i>). In Minnesota, Qwest agrees to the majority of this language, and only sub-issues are being arbitrated (<i>see</i> highlighted language in the Minnesota language for this provision, copied below). Therefore, at least the majority of these terms will be implemented in Minnesota and thus could also be implemented in Oregon.</p> <p>Qwest, however, would like the parties' ICA in all states other than Minnesota to be silent regarding the entire investigative/ acknowledgement issue. All of this language (not just the highlighted language in Eschelon's proposal) is open, therefore, in Oregon. Qwest can point to no state-specific reason why the terms should vary by state, so that customers in Minnesota may receive these explanations, but not Oregon customers.</p> <p>Without a means to address Qwest errors through root cause analysis, the CLEC has no ability to prevent Qwest's continued commission of the same errors, and the consequent adverse impact on the CLEC's service quality. Without a</p>		<p>language significantly expands the effect of the ruling by encompassing not just problems involving orders, but multiple other potential situations. Eschelon's proposal also would improperly require Qwest to disclose potentially highly confidential materials (such as sensitive internal documentation) on a non-confidential basis.</p> <p>Further, this issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>the CLEC request) and the following statement, “Qwest acknowledges its mistake.. The error was not made by the other service provider.”</u></p> <p><u>12.1.4.2.2 Qwest understands that time if of the essence in processing such a request and that a response should be provided as quickly as is possible given the particular issue raised by CLEC.</u></p>	<p>requirement for Qwest to acknowledge mistakes, a CLEC is unable to assign a Qwest error to the correct party---leaving the likely prospect that the end user customer will ascribe the resulting service defect to the CLEC as the customer’s immediate provider. Nearly all CLEC customers are hard-won from Qwest, the dominant monopoly provider of 100 years. If such a customer believes that Eschelon’s actions have caused a service disruption, the customer is very likely to return to its former provider. If the error was really caused by Qwest, the lack of attribution is another barrier to a CLEC’s meaningful opportunity to compete.</p>		
<p>Issue 12-64(a)</p> <p>Section 12.1.4.2.3; 12.1.4.2.4</p> <p>Acknowledge-ment of Mistakes –</p>	<p><u>12.1.4.2.3 Written responses acknowledging Qwest error will be provided with Qwest identification, such as Qwest letterhead, logo, or other indicia.</u></p> <p><u>12.1.4.2.4 The Qwest Service Manager will provide the acknowledgement to CLEC.</u></p>	<p>Eschelon’s language is a logical means of demonstrating to the CLEC end user that the acknowledgement of error was generated by Qwest. For example, in Minnesota, the Commission responded to Eschelon’s request for an investigation regarding Qwest’s handling of a customer’s transfer of service from Qwest to Eschelon. Qwest’s errors caused the customer</p>	<p><u>Intentionally left Blank.</u></p>	<p>Qwest does not believe it is appropriate or necessary to incorporate this language into an interconnection agreement. Eschelon’s proposal stems from a decision of the Minnesota Commission and is thus specific to that state. Moreover, while the Minnesota ruling Eschelon relies upon is flawed, Eschelon’s proposed language significantly expands the</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Qwest identification		<p>to be out of service and resulted in the customer's wrongly attributing the fault to Eschelon and Eschelon's losing the valuable account. In its Order (<i>MN 616 Order</i>), that commission required that Qwest make a number of improvements to its wholesale process, including filing a plan to provide transparency regarding Qwest's actions that harm customers who would reasonably conclude that a CLEC was at fault.</p> <p>Eschelon's proposal tracks the Minnesota commission's decision. Qwest, however, objects in Minnesota to the portion of Eschelon's language that allows a CLEC to request a root cause analysis as well as an acknowledgement of the mistake (and, in Oregon, to all of the language). In many instances, a root cause analysis is essential to getting to the heart of the error, and hopefully preventing further similar mistakes. Furthermore, the requirement for a root cause analysis, when necessary to establish the party who caused the error, is implicit in the Minnesota</p>		<p>effect of the ruling by encompassing not just problems involving orders, but multiple other potential situations. Eschelon's proposal also would improperly require Qwest to disclose potentially highly confidential materials (such as sensitive internal documentation) on a non-confidential basis.</p> <p>Further, this issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>commission’s order. That commission cannot have meant that fault be arbitrarily assigned in order for an acknowledgement to be made. Similarly, the Arizona Commission ordered Qwest to provide root cause analysis to CLECs for network failures and to do so on a non-confidential basis so the analysis “can be used to explain to a customer the cause of the network problem they experienced.” (<i>AZ 271 Staff Report, ¶221</i>).</p> <p>Qwest’s attempts to limit this Section to “processing an LSR/ASR” and therefore proposes to delete Eschelon’s references to “products and services” and “repair.” While the particular example that led to the Minnesota investigation stemmed from an order processing error, the goal of the Minnesota Commission’s order was to protect consumers from problems in the future. The same problem will occur in other contexts and other states, as shown by the Arizona network failures example.</p>		
Issue 12-	<u>12.1.4.2.5 The acknowledgment</u>	Eschelon’s proposed addition	<u>Intentionally left Blank</u>	Qwest does not believe it is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>64(b)</p> <p>Section 12.1.4.2.5; 12.1.4.2.6</p> <p>Acknowledge- ment of Mistakes – Confidentiality</p>	<p><u>response described in Section 12.1.4.2.3 and provided by the Qwest Service Manager to CLEC will be provided on a non-confidential basis and will not include a confidentiality statement.</u></p> <p><u>12.1.4.2.6 Qwest external documentation available to CLEC will instruct CLEC to make requests for acknowledgements directly to its Qwest Service Manager. Such external documentation will also include instruction for accessing the Qwest Customer Contact Information Tool to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.</u></p>	<p>eliminates the possibility of the Qwest acknowledgement being free of confidentiality language but a cover letter casting the entire matter as confidential.</p>		<p>appropriate or necessary to incorporate this language into an interconnection agreement. Eschelon’s proposal stems from a decision of the Minnesota Commission and is thus specific to that state. Moreover, while the Minnesota ruling Eschelon relies upon is flawed, Eschelon's proposed language significantly expands the effect of the ruling by encompassing not just problems involving orders, but multiple other potential situations. Eschelon's proposal also would improperly require Qwest to disclose potentially highly confidential materials (such as sensitive internal documentation) on a non-confidential basis.</p> <p>Further, this issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.
COMMUNICATIONS WITH CUSTOMERS				
Issue 12-65 Section 12.1.5.4.7 Communications Between Qwest Technician and CLEC Customer	<u>12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest’s products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.</u>	Section 12.1.5.4 deals specifically with maintenance and repair. Although there is language preventing parties from making disparaging remarks about the other party, that language is in the context of telephone “calls.” When a Qwest technician is at CLEC’s end user customer premises on behalf of CLEC, there is an opportunity for the technician to talk to the customer in person and not by telephone. CLEC is required to test and isolate trouble to Qwest’s network before submitting a trouble report. (See Section 12.4.1.1.) Therefore, generally the Qwest technician will be at the premises due to a potential Qwest network	12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest’s products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.	This contract language was thoroughly litigated in the section 271 proceedings throughout the 14-states, and Qwest’s contract language reflects the decisions of the commissions, including the Minnesota Commission. Eschelon’s language ignores these decisions, and tries to unfairly quash Qwest’s First Amendment protected commercial speech rights.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>problem. The customer will associate the problem, however, with its provider (CLEC). This is a particularly inopportune time for a Qwest technician to make disparaging comments about CLEC or to make favorable comments about Qwest's products. Examples of Qwest technician conduct that cause concern include a technician telling CLEC's customer, even though the trouble was caused by Qwest, that it was CLEC's fault or that the customer would not have trouble if the customer switched to Qwest; a technician telling CLEC's customer that CLEC's service was bad and attempting to sell the customer Qwest service (with Qwest brochures showing up a few days later); <i>etc.</i></p> <p>Such comments are particularly inappropriate because CLEC is paying for the repair, so the Qwest technician is really there on CLEC's behalf. Eschelon's proposed language closes gaps in the existing language to ensure that the Qwest technician does not make disparaging comments outside of calls (<i>e.g.</i>, in person) and that the</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Qwest technician not only does not discuss CLEC's products but also does not discuss Qwest products while working on CLEC's behalf. If it is part of Qwest's practices to allow Qwest's technicians to engage in such behavior, there is no legitimate reason why Qwest should object to this language.</p>		
<p>Issue 12-66 Section 12.1.5.5 Responsibilities Relating to End User Customers - winbacks</p>	<p><u>12.1.5.5 Notwithstanding any other provisions of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a known Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise initiate discussion of its products and services with CLEC's End User Customer.</u></p> <p>(Eschelon believes additional language that was open has closed, but is seeking clarification. If Qwest indicates that language is open, Eschelon reserves its right to address any open issues.)</p>	<p>Rewarding Qwest with a marketing opportunity when its actions or inactions cause a CLEC customer to contact Qwest regarding a service issue would create a perverse incentive for the company to induce such opportunities, or at least to be lax in guarding against them. Eschelon's proposal does not impugn Qwest's motives; it simply acknowledges that protections are necessary to offset Qwest's significant natural win back advantage as an incumbent. The Commission recognized this advantage when it rejected a win back tariff proposed by Qwest because it found the tariff anticompetitive <i>in light of Qwest's inherent advantage as the incumbent wholesale monopolist.</i> (MN Winback Order, pp. 6-7.) The</p>	<p>12.1.5.5 Notwithstanding any other provisions of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a known Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise initiate discussion of its products and services with CLEC's End User Customer.</p>	<p>This contract language was thoroughly litigated in the section 271 proceedings throughout the 14-states, and Qwest's contract language reflects the decisions of the commissions, including the Minnesota Commission. Eschelon's language ignores these decisions, and tries to unfairly quash Qwest's First Amendment protected commercial speech rights.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		Commission’s decision demonstrates that protections are necessary to ensure that Qwest’s win back efforts are not anticompetitive. The language proposed by Eschelon is a very reasonable limit on Qwest’s employment of Qwest-caused errors for marketing opportunities: if Qwest is known to have caused the condition, Qwest is precluded from turning its error to its advantage by initiating discussion of its products and services with the CLEC’s customer. If Qwest does not intend to engage in such improper winback activity, it should be agreeable to such language.		
EXPEDITE ORDERS				
Issue 12-67 Section 12.2.1.2; See subparts below for 12.2.1.2.1, 12.2.1.2.2, 12.2.1.2.3,, 7.3.5.2 and subparts,	<u>12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC’s service request.</u>	Section 12 is the “OSS” section of the ICA. OSS includes manual processes and systems, and their “associated business processes.” (<i>Third Report and Order</i> ¶425.) Section 12 covers topics similar to those addressed in Attachments 5 and 6 (“Provisioning and Ordering” and “Maintenance”) of the existing approved ICA between Qwest and Eschelon (and other CLECs) in	NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to override processes set by and approved in the CMP and to import PCAT-like process language into the ICA, thereby undermining the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>9.1.12.1 and subparts; 9.23.4.5.6 , Ex. A 9.20.14</p> <p>Expedited Orders</p>		<p>Oregon. Similar to language in Attachment 5 (§§7.4.2 & 9.1) of the parties' approved ICA currently in effect, Section 12.2.1.2 describes Expedites as requests for due dates earlier than the due dates that would otherwise apply under the ICA. Qwest's proposal to refer to its web-based SIG instead of intervals in the ICA suffers from the same problems as its proposal to use those intervals in the first place. <i>See</i> Section 1.7.2 above.</p> <p>Eschelon's reference to the term "Due Date" is appropriate because this is an agreed-upon defined term, meaning "the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable." Thus, the filed provisions of the ICA will determine how the particular Due Date will be calculated in each instance.</p> <p>The ICA must also be clear that requests for due dates may be made either on the CLEC's service request, or, in some instances, after the original service request, such as when emergency circumstances may arise. This proposal requires</p>		<p>involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act. Finally, Eschelon is trying to obtain expedites for free, when all applicable law requires Eschelon to pay a fee to obtain an expedite.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>no change by Qwest, as Qwest currently allows expedite requests at either time today.</p> <p>Section 12 is not product-specific. Placing the terms of expedites in Section 12 eliminates the need for redundancy and potential inconsistencies that arise with Qwest’s proposal, because Qwest would address expedites in multiple sections by product. It is clearer and more streamlined to describe expedites once and refer to that description, if a cross reference is needed, in other sections.</p>		
<p>Issue 12-67(a)</p> <p>Section 12.2.1.2</p> <p>Expedited Orders –</p> <p>Emergencies</p>	<p><u>12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if one or more of the following conditions are met:</u></p> <p>a) <u>Fire;</u></p> <p>b) <u>Flood;</u></p>	<p>Qwest must provide access to UNEs on nondiscriminatory terms for all CLECs (facility-based and non-facility based), as well as for Qwest itself. <i>See</i> 47 C.F.R. 51.313. Qwest, including its predecessor USWC, has historically provided expedites for no additional charge when certain “Emergency” conditions were met. Qwest recovered its costs through Commission approved charges, because, with an expedite, Qwest performs the same work (as the work included in the installation</p>	<p>NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.</p>	<p><i>See</i> Qwest’s position statement at 12-67</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>c) Medical emergency;</u></p> <p><u>d) National emergency;</u></p> <p><u>e) Conditions when the End User Customer is completely out of service (primary line);</u></p> <p><u>f) Disconnect in error when one of the other conditions on this list is present or is caused by the disconnect in error;</u></p> <p><u>g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;</u></p> <p><u>h) Delayed orders with a future RFS date that meet any of the above described conditions;</u></p> <p><u>i) National Security;</u></p> <p><u>j) Business Classes of Service unable to dial 911 due to previous order activity; or</u></p> <p><u>k) Business Classes of Service where hunting, call forwarding or</u></p>	<p>NRC), but Qwest just performs that work earlier. Therefore, the expedites are not “free” but are included in those costs. Upon information and belief, Qwest continues to do so for its own retail customers. Qwest also continues to grant expedite requests at no additional charge in the Emergency situations to CLECs that use exclusively Qwest facilities via QPP or resale without amendment of their ICAs. In contrast, when a facilities-based CLEC such as Eschelon uses a loop to provide the same functionality and service as a Qwest retail customer or a CLEC ordering resale voice or QPP, Qwest now refuses to grant expedite requests at no additional charge in the Emergency situations. Qwest claims that it may change course because there is no “retail analogue” for loops. As discussed with respect to intervals (see Section 1.7.2 above), however, the FCC stated specifically that the test for a “meaningful opportunity to compete” when there is no retail analogue is no less rigorous than the test when there is one. (<i>NY 271 Order</i> ¶ 55.)</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.</u></p>	<p>For unbundled loops (and certain other products), Qwest is attempting to change the terms so that Qwest will only provide facilities-based CLECs expedites if they agree to pay an unapproved rate of \$200 per each day expedited (e.g., 5-day expedite = \$1,000) to expedite the loop order, in addition to the approved installation NRC, even when the Emergency conditions are met. And, at least in some cases, Qwest proposes to charge CLECs this unapproved rate even when a Qwest error causes a service-affecting condition that then requires an expedited order to correct that Qwest error. In contrast, Eschelon's proposal is fully consistent with the manner in which expedites have been handled in the past and are handled for other carriers today. It captures the Emergency conditions. Unlike Qwest's proposal, Eschelon's proposal is nondiscriminatory.</p>		
Issue 12-67(b) Section	<p><u>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the</u></p>	<p>If the Emergency conditions described in Section 12.2.1.2.1 are not met, Eschelon offers to voluntarily pay additional charges</p>	<p>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the</p>	<p>See Qwest's position statement at 12-67.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>12.2.1.2.2 & Exhibit A</p> <p>Expedited Orders –</p> <p>Charges in Exhibit A</p>	<p><u>expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</u></p> <p>Exhibit A, Section 9.20.12, <i>see</i> Issue 12-67(g), <i>below</i></p>	<p>for expedites, even though Qwest has established no cost-based rate to expedite orders. Eschelon proposes a rate of \$100 per day expedited. Although this rate is half of Qwest’s proposed rate, Eschelon’s proposed rate is higher per day than the most expensive Commission approved one-time rate for the complete installation of an entire new loop (<i>i.e.</i>, \$88.57 for DS1 capable loop Coordinated Install with Cooperative Testing). If Qwest expedited an order for a DS1 capable loop Coordinated Install with Cooperative Testing per Eschelon’s proposal, Qwest would charge \$88.57 for the installation, plus \$100 per day expedited (<i>e.g.</i>, 5-day expedite = \$500) for a total NRC of \$587.57 for the expedited installation. If the loop is already installed and an expedited order is needed several months later (for example, to correct a later disconnect in error of that loop), Qwest would charge \$88.57 for the initial installation of the expedited order and an additional \$587.57 to correct the disconnect in error (even if the facilities remain in place and no premise dispatch is required).</p>	<p>expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</p> <p><u>Exhibit A, Section 9.20.14: Qwest’s FCC Tariff No. 1</u> (footnote 1)</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>This is an exorbitant charge. Eschelon seeks to meet Qwest halfway in its rate proposal and avoid litigation in the cost case as well as here. Eschelon reserves its right to a cost-based rate if litigated in the cost case and thus proposes its rate as an Interim Rate.</p> <p>This section contains an exception so that Qwest may not charge CLEC if Qwest caused the need for an expedite. If, for example, Qwest makes an error affecting Eschelon's customer's service and an expedite is needed to correct the error without pushing out the due date, Qwest should not be able to charge Eschelon for such an expedite. The addition of this language also removes an inappropriate incentive for Qwest to mishandle orders to create a situation requiring payment of expedited order charges. Qwest has agreed to similar language in 9.2.4.4.2(b) and 9.6.4.1.4(c) for loops and transport, so it is unclear why Qwest proposes deletion here and includes no similar language in its proposal in Section 7.3.5.2 relating to trunking.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 12-67(c)</p> <p>Section 12.2.1.2.3</p> <p>Expedited Orders – NRC</p>	<p><u>12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.</u></p>	<p>Eschelon is not trying to get something for nothing through its expedite proposal. Eschelon included this language in its proposal to allay fears that the phrase no “additional” charge would somehow be interpreted to mean “no” charge. This language ensures that the provisions of §12.2.1.2 will not alter the application of installation charges under Exhibit A when they appropriately apply. Expedites are not free under Eschelon’s proposal. Eschelon clarifies that it will pay that installation charge (covering Qwest’s costs), in addition to expedite charges when applicable.</p>	<p>NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.</p> <p>12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.</p>	<p>See Qwest’s position statement at 12-67.</p>
<p>Issue 12-67 (d)</p> <p>Section 9.1.12.1 and subparts;</p> <p>Expedited Orders – UNEs</p>	<p><u>9.1.12.1 For expedites, see Section 12.2.1.2.</u></p>	<p>Regarding Qwest’s proposal for 9.1.12.1, Qwest’s language says expedites are “allowed” but Qwest does not commit to granting them. In contrast, under its template “Pre-Approved Expedite” terms, Qwest automatically grants expedites when a CLEC pays Qwest’s requested per day expedite charges. Regarding intervals, see Sections 1.7.2 and 12.2.1.2 above.</p> <p>Regarding Qwest’s proposal for</p>	<p><u>9.1.12.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as applicable.</u></p> <p><u>9.1.12.1.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local</u></p>	<p>See Qwest’s position statement at 12-67.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>9.1.12.1.1, Qwest attempts to deal with ordering in the loop “general terms” section. Eschelon’s placement is more appropriate. Qwest also recognizes requests for expedites only when requested on the service order. This is a departure from Qwest’s current practice of allowing requests either on or after the service request.</p> <p>Regarding Qwest’s proposal for 9.1.12.1.2, it varies from Eschelon’s proposal by referring to provisions outside the ICA rather than those filed and approved with this Commission. Qwest proposes to replace all of Eschelon’s ICA proposal with a reference to its web-based PCAT. The FCC has clearly held, however, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>FCC Forfeiture Order</i>, ¶32)</p>	<p><u>Service Request (LSR) or the Access Service Request (ASR), as appropriate.</u> <u>9.1.12.1.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest’s Product Catalog for expedites at Qwest’s wholesale web site.</u></p>	
<p>Issue 12-67 (e) Section 9.23.4.5.6</p>	<p><u>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</u></p>	<p>Eschelon’s expedite proposal appropriately applies to Combinations of UNEs, as well as UNEs. To avoid redundancy and potential inconsistencies, Eschelon</p>	<p><u>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</u></p>	<p>See Qwest’s position statement at 12-67.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Expedited Orders – Combina- tions		includes only a cross reference to Section 12.2.1.2 here.		
Issue 12-67 (f) Section 7.3.5.2 and subparts Expedited Orders – Trunk orders 2 options	<p>PROPOSAL # 1: 7.3.5.2 Expedite requests for <u>Interconnection LIS</u> trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. 7.3.5.2.1 CLEC will request an expedite for <u>Interconnection LIS</u> trunks, including an expedited Due Date, on <u>an</u> the Access Service Request (ASR). 7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in <u>Section 12.2.1.2.2 the Pre-Approved Expedite Process in Qwest's Product Catalog for</u></p>	<p>Eschelon's language in Section 7 (Interconnection) refers the reader to Section 12, which deals with expedited orders generally (<i>i.e.</i>, not limited to expedited Section 7 Interconnection orders only). <i>See</i> Eschelon's position above with respect to Section 12.2.1.2 (Issue 12-67 and subparts).</p> <p>In the alternative, Eschelon also offers to replace all of Section 7.3.5.2 (consistent with its proposal for Sections 9.1.12.1 and 9.23.4.5.6) with a cross reference to Section 12.2.1.2 (Issue 12-67).</p>	<p>7.3.5.2 Expedite requests for Interconnection LIS trunk orders are allowed. <u>Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.</u> 7.3.5.2.1 CLEC will request an expedite for <u>Interconnection LIS</u> trunks, including an expedited Due Date, on <u>an</u> the Access Service Request (ASR). 7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in <u>Section 12.2.1.2.2 the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's</u></p>	<p><i>See</i> Qwest's position statement at 12-67.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>expedite charges at Qwest's wholesale web site.</p> <p>PROPOSAL # 2 – Replace all of Section 7.3.5.2 with the following: <u>7.3.5.2 For expedites, see Section 12.2.1.2</u></p>		<p><u>wholesale web site.</u></p>	
<p>Issue 12-67 (g)</p> <p>Exhibit A Section 9.20.12</p> <p>Expedite Charge</p>	<p>9.20.12 Expedite Charge <u>\$100</u> <u>1</u></p>	<p>Qwest’s proposal for a charge for expediting orders has varied over time and by state. At times, Qwest has proposed language in Exhibit A that states “\$200 per day advanced” (which is the rate in its tariff and in the ICA amendments that Qwest currently requires CLECs to sign in many cases before it will provide expedited treatment for orders – regardless of any other expedite language in the CLEC’s current ICA). At other times, Qwest has proposed a reference to its federal tariff for this rate (instead of inserting the dollar amount in Exhibit A), claiming that the Commission does not have jurisdiction to decide a rate because expediting a UNE order is “not a UNE” and therefore the UNE standard does not apply. At this time, in this case, Qwest is</p>	<p>9.20.14 Expedite Charge <u>ICB 3,5</u></p>	<p>See Qwest’s position statement at 12-67.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>proposing “ICB” in Exhibit A, instead of those other approaches. Although the Commission has not yet approved an “ICB” rate, Qwest opposes insertion of footnote 1 (which refers to rates not approved in a cost docket).</p> <p>Qwest’s proposed ICB rate must be viewed in the context of the language of the ICA. As discussed above with respect to Issue 12-67, Eschelon’s language proposals for Section 12.2.1.2 and subparts reflects the terms offered by Qwest previously in Oregon and today in Washington. In addition, the proposed ICA contains a definition of “ICB” that includes longer intervals that are inconsistent with the need to expedite orders, but Qwest has not proposed any language to address an expedite situation. For example, Section 2.1 of Exhibit I to the proposed ICA provides in agreed upon language: “For those products and services identified in the SGAT that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>interval for providing the quote is either contained in the SGAT or this Exhibit.” Qwest has shown no need to prepare a quote in these situations, and certainly 20 days is an unacceptable amount of time. A loop order generally has a five-day interval, and when requesting an expedite, Eschelon is seeking to shorten it to less than five days. While Eschelon may not oppose an ICB rate in the proper circumstances, Qwest’s proposal does not reflect such circumstances.</p> <p>Qwest’s PCAT currently states that it will charge for expedites on a <u>per day basis</u>. Given Qwest’s position on CMP issues, it is likely that Qwest will combine its Exhibit A proposal of an ICB rate with its PCAT language to charge Eschelon a per day rate. Qwest is charging (over Eschelon’s objection) \$200 per day advanced in other situations before it will process expedited orders. Qwest’s PCAT states: “Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.”⁸ Qwest has provided no cost support for a per day rate, whether that rate is charged at a specified dollar amount or on an ICB basis.</p> <p>Expedited treatment of UNE orders is obtained for purposes of accessing that UNE and, as such, are subject to the FCC’s TELRIC rules when determining charges for those rates. This conclusion follows directly from the FCC’s language regarding “access to unbundled elements” reflected in CFR §51.307 and 51.313. In ¶268 of its <i>First Report and Order</i>, the FCC similarly found that the requirement to provide “access” to UNEs must be read broadly,</p>		

⁸ See <http://www.qwest.com/wholesale/clecs/exesclover.html>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>concluding that the Act requires that UNEs “be provisioned in a way that would make them useful.” As evident from these citations, an unbundled network element includes not only the physical facility, but also all the capabilities of providing service, such as provisioning and maintenance and repair. (<i>See also</i> Issue 9-31 above.) As accurately summarized by the North Carolina commission in a recent BellSouth proceeding, “[t]he Commission also believes that expediting service to customers is simply one method by which BellSouth can provide access to UNEs and that, since BellSouth offers service expedites to its retail customers, it must provide service expedites at TELRIC rates pursuant to Section 251 of the Act and Rule 51.311(b).” (<i>See NC Access to UNEs</i>, p. 47.) Based on this reasoning, the North Carolina Commission affirmed its initial decision that BellSouth must provide service expedites at TELRIC-compliant rates. It seems highly unlikely that Qwest’s per day PCAT fee has any recognizable relationship to underlying costs that</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>may be incurred by Qwest to expedite an order. Under an expedite request, Qwest performs the same work it would undertake under generally applicable service date intervals, with the main difference being that this work is performed earlier. Clearly, the simple fact that the work is performed earlier does not necessarily mean that it costs more to undertake the very same activities. The only cost that Qwest <i>may</i> incur would be the cost of processing the expedite order – which is likely to be relatively small. For example, Qwest’s SGAT in some states contains a commission-approved rate that may be considered a proxy, or at least a ballpark estimate, of the likely additional costs (over and above the applicable NRC, if any) that Qwest would incur for processing an expedite order. This rate is the charge for Date Change of \$10.22 per date change. (<i>See, e.g.</i>, Section 9.20.12 of Qwest-AZ SGAT.) It is not clear that an expedite request causes Qwest to incur any increased cost beyond those already accounted for in its existing NRCs</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>for the normal provisioning interval. In such circumstances, an expedite fee of, for example, \$200 per day advanced (which could be as high as \$1,000 to shorten a standard service date interval of 5 days) would be duplicative of its existing NRCs and as such, wholly inappropriate given the FCC’s pricing rules and previous decisions of this Commission. CFR § 51.507 requires that “[e]lement rates shall be structured consistently with the manner in which the costs of providing the elements are incurred.” The only likely cost of performing a job five days earlier than the standard interval is the cost of processing of the expedite order. This cost is a <u>per-order</u>, not per-day cost. Because it is hard to imagine circumstances that would drive costs of an expedite request to be per-day-based, Qwest’s unilateral decision to charge this rate on a per-day basis through its PCAT indicates that this rate is not cost-based. The Commission should establish a cost-based rate at the appropriate time and, if not set in this arbitration, set an interim rate here until that rate is set. Eschelon</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		has proposed for an interim rate a one-time charge of \$100 (which is as much or more to expedite an order than to <i>install</i> a loop, even in states with higher NRCs than Oregon), subject to the exceptions for emergency conditions that Qwest had routinely applied in past years in Oregon and still applies in the state of Washington.		
Issue 12-68 Section 12.2.3.2 Supplemental Orders (1 of 2 options)	PROPOSAL #1 12.2.3.2 There is no transaction charge for the physical act of a CLEC submitting a supplement or cancelling or re-submitting a service request.	Qwest does not charge CLECs for supplementing a service request. Eschelon’s proposals, both accurately stating there is no charge, require no change by Qwest. As indicated in agreed upon language in Section 12.2.3.1, supplements add to or change an already existing, previously submitted LSR or ASR. In other words, the order is still in the pipeline when CLEC submits its supplemental request. Qwest does not charge a separate charge for submitting such supplements, as they are part of the routine process for ordering products from Qwest. If Qwest seeks at some point to begin charging separately for submitting supplements, Qwest	SAME FOR BOTH PROPOSALS: 12.2.3.2 There is no transaction charge for the physical act of a CLEC submitting a supplement or cancelling or re-submitting a service request.	The appropriate venue for discussing rates for OSS cost recovery is a Washington cost docket, not this arbitration. OSS cost recovery charges were thoroughly investigated by this Commission and rates were duly established via a cost docket. It is not appropriate to allow Eschelon to create exceptions to the application of these rates. Eschelon believes it should not have to pay Qwest its pro rata share for development and upkeep of OSS. Qwest is legally entitled to compensation for all UNEs, including OSS, according to all applicable law including Section 252(d) of the Act.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>would need to either negotiate a rate or obtain an ordered rate from the Commission. In either case, the Agreement would be modified to reflect that rate. Until then, specifically stating in the Agreement that there is no charge will avoid later disputes and promote administrative efficiency.</p>		<p>Eschelon is trying to avoid payments for OSS under certain circumstances, which are not legally permissible.</p>
<p>Issue 12-68</p> <p>Section 12.2.3.2</p> <p>Supplemental Orders</p> <p>(2 of 2 options)</p>	<p>PROPOSAL #2</p> <p>12.2.3.2 There is no transaction charge for the physical act of a CLEC submitting a supplement or cancelling or re-submitting a service request, <u>unless otherwise expressly provided in this Agreement. Whether a charge applies to any activity resulting from such a service request will be governed by the provisions of this Agreement applicable to such activities.</u></p>	<p>Eschelon’s second option for this section clarifies that, if there is an explicit charge somewhere else in the Agreement, that charge would apply. For example, the Collocation section may include some charges when an application is cancelled after work is performed. Eschelon does not believe Section 12.2.3.2 governs or conflicts with such provisions, because collocation applications are not submitted by LSR or ASR, as supplements are defined in Section 12.2.3.1. To err on the side of caution and avoid any ambiguity, however, Eschelon added this clause.</p> <p>Eschelon’s second option also includes a second sentence that captures the concept which Qwest attempts to address in its language.</p>	<p>SAME FOR BOTH PROPOSALS:</p> <p>12.2.3.2 There is no <u>transaction</u> charge for <u>the physical act of a</u> CLEC submitting a supplement or cancelling or re-submitting a service request.</p>	<p>The appropriate venue for discussing rates for OSS cost recovery is a Washington cost docket, not this arbitration. OSS cost recovery charges were thoroughly investigated by this Commission and rates were duly established via a cost docket. It is not appropriate to allow Eschelon to create exceptions to the application of these rates.</p> <p>Eschelon believes it should not have to pay Qwest its pro rata share for development and upkeep of OSS. Qwest is legally entitled to compensation for all UNEs, including OSS, according to all applicable law including Section 252(d) of the Act.</p> <p>Eschelon is trying to avoid</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Qwest’s proposal qualifies the phrase “no charge” in two ways: (1) no “transaction” charge; and (2) and no charge “for the physical act.” By qualifying the term in these two ways, Qwest’s language erroneously suggests that there is a charge that is somehow “non-transactional” or “non-physical.” But, there is no charge at all for submitting supplements. Qwest’s language therefore introduces unnecessary ambiguity, and ambiguity often leads to litigation. It appears that Qwest is attempting to address a concern that the previous sentence may suggest that it cannot charge CLEC if the supplement results in additional work and the Agreement allows Qwest to charge for that work. For example, if CLEC supplements an existing service request to add a line, Qwest will not charge for supplementing the order but will charge the rates in Exhibit A to install that line, etc. Eschelon’s proposed sentence more clearly addresses this issue and indicates that Qwest will be able to charge in such situations when pursuant to the applicable provisions of the</p>		<p>payments for OSS under certain circumstances, which are not legally permissible.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 12-69 Intentionally Left Blank		Agreement.		
PSONs				
Issue 12-70 Section 12.2.7.2.3 Pending Service Order Notification (1 of 2 Options)	PROPOSAL #1: 12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, Qwest supplies CLEC with information that appears on the Qwest service order <u>providing at least the data in the service order's Service and Equipment (S&E) and listings sections.</u>	When CLEC submits an LSR to Qwest, Qwest creates (either manually or electronically) internal service orders to implement the LSR. There may be multiple Qwest service orders per each LSR. If the information in a Qwest service order differs from the information on the LSR (<i>e.g.</i> , due to a typo in a manually typed service order), the end user customer's service may be harmed because Qwest will deliver a service different from what ordered or possibly even disconnect the service in error per the erroneous Qwest service order. To attempt to reduce the frequency of service affecting problems on the due date resulting from Qwest service order errors, Eschelon requested that Qwest provide information from the Service and Equipment (S&E) section of the Qwest service order to CLECs before the due date, so that CLECs could compare them to obtain	12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, Qwest supplies CLEC with information that appears on the Qwest service order, providing at least the data in the service order's Service and Equipment (S&E) and listings sections.	Eschelon is trying to broaden existing processes to obtain more information than it currently receives in Pending Service Order Notifications. Further, this issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>corrections before the due date. After many stages of development, the end result of this request is that Qwest provides a Pending Service Order Notification (“PSON”) to CLECs about an hour after the FOC is received. The PSON provides service order detail (e.g., features/USOCs from the S & E section and address and listing detail from the listings section of the Qwest service order) to requesting CLECs. Although resource-intensive to do so, Eschelon compares the information for accuracy. For example, if Eschelon orders 900 blocking for its customer on the LSR, both the LSR and the S&E section of the Qwest service order should contain 900 blocking. CLECs have no visibility into the Qwest service order. It is not available to CLECs. As long as Qwest provides the S&E and listings information from the Qwest service orders on the PSONs, however, CLECs may compare the PSONs to the LSRs to ensure that Qwest will deliver the service requested (e.g., 900 blocking).</p> <p>If Qwest alters the PSON to provide</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>some information from the service order (such as the bill detail) but not the detail in the S&E and listing sections, the useful purpose that the PSONs currently serve would be defeated. Eschelon relies heavily on the S&E and listings sections of the PSON in particular. An error in the bill section is a billing problem for Eschelon, but it does not impact the end user customer for that LSR. Errors in the S&E and listings section, however, are much more likely to be customer affecting. Nonetheless, the key difference between Qwest’s proposed language and Eschelon’s proposed language is that Qwest will not commit to continue to provide “at least the data in the service order’s Service and Equipment (S&E) and listings sections.” Eschelon’s proposal does not require any change by Qwest. If Qwest seeks to change the PSONs to eliminate data from the S&E and listings sections, it may do so by amending the ICA. (Qwest currently provides more information than that in these two sections, but Eschelon has identified these two in its language because of their importance.)</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Without Eschelon’s language, Qwest will argue that it is free to delete information in the S&E and listings section from the PSONs. Developing the PSONs in their current form, however, was a lengthy resource-intensive process. It was four years from the first request through completion of the current PSONs. That is longer than the three-year term of the Agreement under Section 5.2.1. Eschelon spent time and resources providing data and examples to Qwest to develop and improve the PSONs so that the PSONS would serve the purpose of avoiding adverse end user customer impact on the due date. Qwest should not be able to nullify that work without an amendment and Commission involvement to protect end user customers.</p>		
<p>Issue 12-70</p> <p>Section 12.2.7.2.3</p> <p>Pending Service</p>	<p>PROPOSAL #2:</p> <p>12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending</p>	<p>Apart from its generic argument that this language belongs within the CMP, Qwest’s only other argument is that currently PSON does not currently contain <i>all</i> of the data contained in the <i>Service and Equipment and Listings</i> sections of</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Order Notification (2 of 2 Options)</p>	<p>Service Order Notification (PSO) to CLEC. Through the PSO, Qwest supplies CLEC with information that appears on the Qwest service order <u>providing at least the data in the service order's Service and Equipment (S&E) and listings sections that Qwest provided to requesting CLECs as of IMA Release 13.0.</u></p>	<p>the service order, and that Eschelon's language in proposal #1 would force Qwest to make system changes. Despite the fact that Qwest's argument that Eschelon would require more than what is in the current PSO is contrary to Qwest's own documentation, Eschelon attempted to meet Qwest's concern and made a counter-proposal (this proposal #2) to specifically state that the PSO need only contain the <i>Service and Equipment</i> and <i>Listings</i> data provided currently in the PSO. Qwest has admitted that this proposal eliminated Qwest's concerns regarding the need to include in PSO all fields in the Services and Equipment and Listing sections of the order. However, Qwest continues to insist that Eschelon's proposal would not permit Qwest to respond to CMP Change Requests by other CLECs as to the content of PSOs. This suggests that Qwest's fallback position was never the issue. Qwest's CMP position is invalid: Eschelon's language, which states that PSO should contain <i>at least</i> the data in Services and Equipment</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>and Listing sections, does not restrict Qwest from providing more data, if requested by another CLEC. In addition, changes other than elimination of a data element will occur through industry standards bodies. For example, the standards-setting body may change the number of characters in a field. Nothing about inclusion of the data element in the ICA will prohibit Qwest from complying with that standard or similar changes. Ample opportunity remains to make many changes to the format of the data elements, as well as to increase the number of them, to comply with industry standards. Eschelon is proposing that the contract contain a list of information to be included in these reports – information necessary to ensure that these reports serve their intended purpose. Qwest currently provides this information to CLECs.</p>		
JEOPARDIES				
Issue 12-71 Section 12.2.7.2.4.4	<p><u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as</u></p>	<p>Jeopardy situations, in which Qwest is in danger of failing to meet Due Dates, are critical situations. Jeopardies may be caused by either</p>	<p><u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Jeopardy	<u>Customer Not Ready (CNR).</u>	Qwest or CLEC, and Qwest classifies them accordingly. It is important that jeopardies are classified correctly, as the classifications have consequences. Therefore, Eschelon’s proposal states that Qwest will classify a jeopardy caused by Qwest as a Qwest jeopardy and a jeopardy caused by CLEC as a CLEC jeopardy (known as Customer Not Ready – “CNR”). One consequence is that the classification of the jeopardy dictates which party must take action to clear the jeopardy (<i>e.g.</i> , if it is a Qwest jeopardy due to bad pairs, Qwest must try to locate good pairs). Another consequence is that, once a jeopardy is labeled a CNR, the CLEC is required by Qwest to supplement the order, automatically pushing the order out by three full days. If Qwest incorrectly classifies a Qwest jeopardy as a CLEC CNR, Qwest may not take appropriate action and the end user customer’s service will be pushed out unnecessarily. This is a critical problem because a CLEC’s end user perceives that its provider--the CLEC--as the cause		into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act. Further, Qwest believes this process belongs in the PCAT (not contracts), and maintained by the Commission approved CMP because the jeopardy process is incorporated into PIDs (OP-3) defined by the Commission. The Commission should be able to define PIDs that apply uniformly to all CLECs.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>of any failure to obtain crucial telephone service following a change of provider, switch in location, or other service event. The CLEC's customer is not likely to understand or accept that a disruption or delay in service may actually be caused by the underlying wholesale provider—in this case, Qwest. A failure to obtain timely working service, which can have major ramifications to a business customer, may actually destroy the CLEC's relationship with its would-be customer before it has begun.</p> <p>Qwest proposes to replace all of Eschelon's ICA language in Section 12.2.7.2.4.4 and subparts with a reference to its unfiled PCAT. The classification of jeopardies as being a "Qwest jeopardy" or a CNR and the consequences of such classification are appropriate subject matters for an ICA. For example, agreed upon language in Sections 9.2.2.9.3 and 9.2.2.9.4 deals with whether a jeopardy is a "Qwest jeopardy" and what happens if it is. Like Eschelon's proposed language here, those</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>closed provisions provide that, if it is a Qwest jeopardy, “the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.” The FCC found that a “‘web-posting exception’ would render [252(a)(1) of the Act] meaningless, since CLECs could not rely on a website to contain all agreements on a permanent basis.” (<i>FCC Forfeiture Order</i>, ¶32) The FCC held, therefore, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>Id.</i>)</p>		
<p>Issue 12-72 Section 12.2.7.2.4.4.1 Jeopardy Classification</p>	<p><u>12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when Qwest has tested the service to meet all testing requirements.); and (2) End User Customer access was not provided. For these two types of jeopardies, Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest</u></p>	<p>One scenario in particular leads to unfair and customer affecting results if Qwest incorrectly characterizes a jeopardy as a CLEC (CNR) jeopardy rather than a Qwest jeopardy. This occurs when, after CLEC submits its LSR, Qwest sends a Qwest jeopardy notice to CLEC. The jeopardy notice may indicate, for example, that there is a Qwest facility issue. After sending that notice, Qwest clears the Qwest jeopardy (such as by locating</p>	<p><u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>jeopardy exists, Qwest attempts to deliver the service, and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but at least a day before Qwest attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.</u></p>	<p>available facilities). Qwest, however, does not inform CLEC that the jeopardy has been cleared and is no longer an obstacle to delivering the facilities. Based on Qwest’s last communication with CLEC, the facility is not available so Qwest has not assigned any due date. Therefore, CLEC has no reason to expect delivery on any particular day and obviously then has not planned resources or customer access for a delivery that it has no reason to expect. Qwest nonetheless attempts to deliver the facility unexpectedly. Despite Qwest’s failure to inform CLEC earlier that Qwest cleared the jeopardy and its failure to provide a due date, Eschelon’s proposal states that Eschelon will still use its best efforts to accept the service. Whereas Qwest requires at least three days’ notice when CLEC is not ready to arrange staffing for delivery, Eschelon will scramble and try to staff the delivery on a day when it had no notice of delivery. Eschelon will attempt to overcome all of these obstacles because delivery of service to its customer is so important to Eschelon. Thus,</p>		<p>should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p> <p>Further, Qwest believes this process belongs in the PCAT (not contracts), and maintained by the Commission approved CMP because the jeopardy process is incorporated into PIDs (OP-3) defined by the Commission. The Commission should be able to define PIDs that apply uniformly to all CLECs.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>any further disruption or delay in service is clearly a direct product of Qwest's jeopardy action or inaction and subsequent failure to send a FOC, not of the CLEC's unwillingness to mitigate the consequences. If the obstacles are too great because of Qwest's conduct and Eschelon cannot accept delivery at the time, Qwest should not classify this as a CLEC (CNR) jeopardy. Qwest created the situation that lead to the inability to complete delivery. This is truly a Qwest jeopardy and should be classified as such. If it is classified as a CNR, the due date will get pushed out by three days, even though Eschelon may be ready to accept delivery earlier, such as the next day. Also, if it is a CNR, Qwest benefits under the PIDs. Even if Qwest has missed the due date due to a Qwest jeopardy, Qwest is off the hook because it is now classified as a CNR. Placing a jeopardy into CNR category erases any prior history of the situation, even if Qwest had previously caused a jeopardy situation for an installation.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 12-73</p> <p>Section 12.2.7.2.4.4.2</p> <p>Jeopardy Correction</p>	<p><u>12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.</u></p>	<p>As described with respect to Section 12.2.7.2.4.4 above, it is important that jeopardies are classified correctly, as the classifications have consequences. Therefore, under Eschelon’s proposed language, if a CLEC demonstrates that Qwest has erred in designating a jeopardy as caused by a CLEC, Qwest must correct the erroneous CNR classification and treat the jeopardy going forward as a Qwest jeopardy.</p>	<p><u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p> <p>Further, Qwest believes this process belongs in the PCAT (not contracts), and maintained by the Commission approved CMP because the jeopardy process is incorporated into PIDs (OP-3) defined by the Commission. The Commission should be able to</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				define PIDs that apply uniformly to all CLECs.
FATAL REJECTION NOTICES				
Issue 12-74 Section 12.2.7.2.6.1 and subpart Fatal Rejection Notices	12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, <u>except as provided in Section 12.2.7.2.6.2.</u> <u>12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC's direction, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC.</u>	The parties agree that the ICA should list Fatal Rejection Notices as a type of order status notice that Qwest should provide on a nondiscriminatory basis. (See 12.2.7.2.6.) Qwest is also willing to obligate CLECs - for the term of the ICA unless amended - to resubmitting service requests when an order contains a Fatal CLEC error (i.e., an error that prevents further order processing). (See agreed upon language in Section 12.2.7.2.6.1.) When it is a CLEC error, Qwest thus agrees that the subject matter and level of detail are appropriate for inclusion in the filed ICA. (See id.) Eschelon's proposal in Section 12.2.7.2.6.2 fairly and reasonably deals with the reverse situation, at the same level of detail, when it is a Qwest error. Suddenly, Qwest believes the topic of its own obligations does not belong in the filed ICA but should only be dealt with in the unfiled PCAT.	12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, <u>except as provided in Section 12.2.7.2.6.2.</u> 12.2.7.2.6.2 Fatal Rejection Notices. <u>Specific procedures are contained in Qwest's PCAT, available on Qwest's wholesale web site.</u>	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon’s proposal simply provides that, if Qwest knows that it has rejected a CLEC order in error, Qwest will resume processing the order without requiring a supplemental order. But for the Qwest error no supplemental order would be needed because Qwest would have continued processing CLEC’s initial order. Eschelon’s proposal requires no change by Qwest, as Qwest does this today. But, Qwest proposes to replace all of Eschelon’s ICA proposal with a reference to its web-based PCAT. The FCC has clearly held, however, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>FCC Forfeiture Order</i>, ¶32)</p>		
<p style="text-align: center;">TAG AT THE DEMARCA- TION POINT</p>				
<p>Issue 12-75</p> <p>Sections 12.3.1 and subpart; 12.4.3.6.3</p>	<p><u>12.3.1 Demarcation Point.</u></p> <p><u>12.3.1.1 If CLEC requires information identifying the Demarcation Point to complete installation, Qwest will provide to</u></p>	<p>The Demarcation Point is basically the hand-off point between Qwest and Eschelon. If either party cannot find that hand-off point when it comes time to install or repair facilities at the Demarcation Point,</p>	<p><u>12.3.1 Specific procedures are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>and subparts</p> <p>Tag at Demarcation Point</p>	<p><u>CLEC information identifying the location of the Demarcation Point (e.g., accurate binding post or Building terminal binding post information). If Qwest is unable to provide such information, the Demarcation Point is not tagged, and CLEC has dispatched personnel to find the Demarcation Point and is unable to locate it, Qwest will dispatch a technician and tag the line or circuit at the Demarcation Point at no charge to CLEC, if CLEC informs Qwest within 30 Days of service order completion.</u></p>	<p>it is a problem. The installation or repair will either not occur or be delayed and the end user customer's service may be impacted or delayed as a result. Finding the Demarcation Point is not always easy. For business customers in a multi-tenant environment, for example, there could be hundreds of possible locations. If CLEC is not provided with the correct location, CLEC is unlikely to find it. Therefore, when needed, Qwest provides CLEC with identifying information about the Demarcation Point's location (e.g, binding post information). Qwest also generally "tags" the Demarcation Point, meaning that Qwest physically marks it with identifying information (such as telephone number or circuit ID). Because of the importance of knowing the location of the Demarcation Point, Eschelon's proposed language outlines these terms and conditions. Eschelon's proposal requires no change by Qwest, as Qwest does this today. Qwest proposes to replace all of Eschelon's ICA proposal with a reference to its web-based PCAT. The FCC has</p>		<p>process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		clearly held, however, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>FCC Forfeiture Order</i> , ¶32)		
Issue 12-75 (a) Section 12.4.3.6.3 Tag at Demarcation Point	<u>12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. See also Section 12.3.1.1.</u>	As described with respect to Section 12.3.1 above, identifying the location of the Demarcation Point is critical to timely installation and repair of customers’ service. If a Qwest technician is dispatched to an end user customer’s premises for any reason and the Demarcation Point for that customer is not tagged with the telephone number or circuit ID, there is no reason why the Qwest technician would not properly correct the problem and tag it. Regardless of the reason why it is not tagged (<i>e.g.</i> , the tag just fell off), the tag needs to be present to allow technicians to find the Demarcation Point to complete installations and repairs. Tagging the Demarcation Point is critical to ensuring CLEC may conduct trouble isolation in the future when dispatch is required for such testing. Qwest requires CLECs to conduct trouble isolation, which CLECs	<u>12.4.3.6.3 Responsibilities of Qwest’s Maintenance and Repair technicians are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u>	This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		cannot do when dispatch is required if they cannot find the Demarcation Point. With the exception of optional testing, CLEC may not even submit a trouble report without having conducted such trouble isolation. (See Sections 9.2.5.1 & 12.4.1.1.) Therefore, Qwest needs to ensure it is possible to conduct the required trouble isolation by tagging the Demarcation Point. Eschelon's proposal requires no change by Qwest, as Qwest does this today. Qwest proposes to replace all of Eschelon's ICA proposal with a reference to its web-based PCAT. The FCC has clearly held, however, that at "no point did we create a general 'web-posting exception' to section 252(a)." (FCC Forfeiture Order, ¶32)		
LOSS AND COMPLE- TION REPORTS				
Issue 12-76 Sections 12.3.7.1.1, 12.3.7.1.2 Loss and	12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer's local service provider. Qwest will issue a loss report when	Loss and Completion Reports are daily reports that Qwest provides to notify Eschelon when an end user customer changes to a different local service provider (a "loss") and when activity other than losses	12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer's local service provider. Qwest will issue a loss report when	This issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Completion Reports	a service order Due Dated for the previous business day, is completed or canceled in Qwest’s service order processor (SOP). The losses on the report will be for the previous day’s activity. This report will include detailed information consistent with OBF guidelines, <u>but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed)</u> . Individual reports will be provided for at least the following list of products:	(such as changes to service) occur on an account (“completions”). A primary problem with these reports historically was that the reports did not provide CLECs with the intended ability to identify which customers have left the CLEC for another carrier. This was a significant issue that could adversely affect the CLEC’s reputation and the end-user customer’s service. If Eschelon cannot determine that a customer has left (a “loss”), for example, Eschelon continues to bill the customer. Doing so later significantly decreases the likelihood of full collection. Eschelon and other CLECs are made to look bad with the customer, who does not understand why a carrier would not know that the customer has left. Eschelon has invested a significant amount of time into improving these reports. Due to the number of problems that existed at the time, Eschelon began requesting changes in April of 2001. Eschelon provided examples of errors and problems on a regular basis to its Qwest service management team over a period of	a service order Due Dated for the previous business day, is completed or canceled in Qwest’s service order processor (SOP). The losses on the report will be for the previous day’s activity. This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed) . Individual reports will be provided for at least the following list of products:	processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>approximately 1.5 years. Other CLECs supported Eschelon's efforts as well. Over an approximate three-year period, Eschelon, CLECs, and Qwest worked on these issues. A joint matrix was created to track the many issues raised by the examples and the corrections made as a result of them. (There would have been even more issues if the reports had provided even less information than they did at the time.) The resources needed were substantial, but they were warranted because of the significant impact of the problems on both CLECs and their customers. The end result was better reporting that benefits not only CLECs but also Qwest. Qwest will not receive escalation calls, for example, due to problems that used to arise from inadequate reports but no longer occur. Eschelon's proposed language captures the work that carriers have done over a lengthy period of time so that these benefits are not lost. That does not mean the reports cannot be changed, because the agreement can be amended. But, it does mean Qwest cannot unravel this work unilaterally to</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon’s detriment, after Eschelon has expended significant time and resources on this issue.</p> <p>Eschelon’s proposal includes a list of the minimum amount of information that must be contained in these reports to ensure those benefits continue. Eschelon’s proposal requires no change by Qwest, as Qwest provides this information to Eschelon today. Qwest has proposed that it be required only to provide the level of detail that is consistent with OBF guidelines. Of the information listed in Eschelon’s proposed language, however, Qwest may argue that only the WTN and order completion date are required by OBF guidelines. OBF guidelines, however, do not preclude providing additional information. Eschelon’s language, therefore, does not violate OBF guidelines. Unlike Qwest’s proposal, it does help ensure that the extensive work done on these reports was not wasted and the resulting benefits are not lost.</p>		
Issue 12-76 (a)	12.3.7.1.2 Completion Report provides CLEC with a daily report.	Eschelon’s proposal requires no change by Qwest, as Qwest	12.3.7.1.2 Completion Report provides CLEC with a daily report.	This issue involves processes that affect all CLECs, not just

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p style="text-align: center;">Section 12.3.7.1.2</p> <p style="text-align: center;">Loss and Completion Reports</p>	<p>This report is used to advise CLEC that the order(s) for the previous day’s activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, <u>but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed).</u> Individual reports will be provided for Resale and Unbundled Loop.</p>	<p>provides this information to Eschelon today. See Section 12.3.7.1.1 above.</p>	<p>This report is used to advise CLEC that the order(s) for the previous day’s activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the <u>BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed).</u> Individual reports will be provided for Resale and Unbundled Loop.</p>	<p>Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>
<p style="text-align: center;">TESTING CHARGES</p>				
<p>Issue 12-77</p> <p style="text-align: center;">Section 12.4.1.5.1 and related Section 12.4.1.5.2</p> <p style="text-align: center;">Testing Charges</p>	<p>12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess any optional testing charges. Whether other charges, such as dispatch charges, apply will be governed by the provisions of this Agreement associated with such charges.</p>	<p>Section 12.4.1.5 concerns charges to be assessed when Qwest performs trouble isolation with Eschelon. Pair Gain equipment (<i>i.e.</i>, electronics that enable multiple signals to be carried simultaneously on a single physical circuit) generally cannot be tested through. Therefore, Eschelon has proposed language that stands for</p>	<p>12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess any <u>optional</u> testing charges. Whether other charges, such as dispatch charges, apply will be governed by the provisions of this Agreement associated with such charges.</p>	<p>Qwest is entitled to recover the cost of dispatching a technician, when necessary to isolate charges on the customer side of a pair gain system. Eschelon is trying to force Qwest to dispatch a technician at no charge.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
When Circuit is on Pair Gain		<p>the unremarkable proposition that when a circuit cannot be tested, because of the presence of Pair Gain or other similar equipment, Qwest will not charge for testing. Qwest has proposed that, rather than prohibiting Qwest from imposing “any” testing charges for Pair Gain circuits, this Section should prohibit only “optional” testing charges, suggesting that Qwest believes that there are some, albeit undisclosed and unexplained, charges that might apply. Contrary to Qwest’s position, if a circuit cannot be tested, then Qwest should not charge for testing the circuit. Qwest’s language leaves the door open for imposition of unwarranted charges. With respect to optional charges, it is unnecessary, because those charges are addressed in agreed-upon Section 12.4.1.6.1. Eschelon views the last sentence of its proposal as optional. If Qwest argues that “any” testing charges is too broad and, as unlikely as this seems, can be interpreted to include non-testing charges, the final sentence is available to clarify that this is not the case.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 12-77 (a) Section 12.4.1.5.2 Testing Charges When Circuit is on Pair Gain	<u>12.4.1.5.2 Sections 12.4.1.1 through 12.4.1.5 describe situations in which CLEC elects to perform trouble isolation and testing, as described in those sections. If, in those situations, CLEC cannot test through (or tests and cannot obtain valid results) as described in Sections 12.4.1.4 and 12.4.1.5.1, any such testing that Qwest conducts due to those circumstances is not “optional” but is required by those circumstances. Therefore, optional testing charges do not apply. Regarding situations in which CLEC elects not to perform trouble isolation, see Section 12.4.1.6.</u>	Sections 12.4.1.3 and 12.4.1.5 of the ICA both specify situations in which Eschelon performs testing. Eschelon tests “to the extent the capability to perform such trouble isolation is available” to Eschelon. In these situations, Eschelon has elected to perform trouble isolation, so Section 12.4.1.6 (“optional testing”), by its terms, does not apply. Despite the inapplicability of the optional testing terms in Section 12.4.1.6, Qwest’s proposed language states only that optional testing charges will not apply. This offers little consolation that unfair testing charges due to Qwest’s use of pair gain will not be imposed, when optional charges would not apply in any event because CLEC has elected to perform testing (but cannot test <i>through</i> , or obtain valid test results, due to Qwest’s use of pair gain). As Qwest’s proposed language attempts to collapse the otherwise clear and long-standing distinction between when Eschelon elects to perform trouble isolation (12.4.1.3 & 12.4.1.5) and when Eschelon “elects not to perform trouble isolation” (12.4.1.6), the additional clarification represented	12.4.1.5.2 Sections 12.4.1.1 through 12.4.1.5 describe situations in which CLEC elects to perform trouble isolation and testing, as described in those sections. If, in those situations, CLEC cannot test through (or tests and cannot obtain valid results) as described in Sections 12.4.1.4 and 12.4.1.5.1, any such testing that Qwest conducts due to those circumstances is not “optional” but is required by those circumstances. Therefore, optional testing charges do not apply. Regarding situations in which CLEC elects not to perform trouble isolation, see Section 12.4.1.6.	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
RECIPROCITY OF CHARGES FOR REPEAT TROUBLES (38 & 39)		by this proposal is needed.		
DEFINITION OF TROUBLE REPORT (38)				
Issue 12-78 Section 12.4.1.7 Trouble Report Definition (1 of 3 Options)	PROPOSAL #1 (associated with Eschelon's proposal #1 for Issue 12-80) 12.4.1.7 For the purposes of Section 12.4.1.8, "Trouble Reports" means trouble -reports <u>of trouble</u> received via <u>electronic interface (MEDIACC, CEMR or successor system, if any)</u> or submitted <u>reported</u> to one of Qwest's call or repair centers, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.	Eschelon's proposed definition is consistent with use of the term in the ICA. (<i>See, e.g.</i> , 12.1.3.3 & 12.1.3.3.1.1.) Eschelon's proposal requires no change by Qwest, as it reflects how troubles are reported to Qwest today. The definition of trouble report in Section 12.4.1.7 affects application of charges that are associated with Repeat Troubles (charges that CLECs impose on Qwest) in Section 12.4.1.8. Qwest's proposal artificially excludes from its definitions certain troubles. Therefore, under Qwest's proposed definition, some recurring troubles	12.4.1.7 For the purposes of Section 12.4.1.8, "Trouble Reports" means <u>trouble</u> reports of trouble received via electronic interface (MEDIACC, CEMR or successor system, if any) or <u>submitted reported</u> to one of Qwest's call or repair centers <u>and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.</u>	Eschelon is trying to define "trouble report" in a manner that is inconsistent with industry. Qwest believes it should only include reports issued through one of Qwest's repair interfaces. Eschelon believes it should include reports issued through one "of Qwest's call or repair centers." Call centers include ordering, as well as repair tickets. Qwest believes it is important to differentiate between repair and ordering. There is substantial law differentiating ordering and repair. Industry practice also differentiates between the two. The contract should make this distinction.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>would not be counted as Repeat Troubles for purposes of Section 12.4.1.8 and thus Qwest would not incur charges associated with those troubles. For example, if CLEC reports a trouble within 24 hours of the due date and then submits another trouble report four days later, Qwest will not consider the second report as a Repeat Trouble when the first report was tracked in the provisioning system and Qwest’s repair system shows only one (the second) report of trouble. Some of the most critical service-affecting errors, from the End User Customer’s perspective, however, are those that occur on or shortly after the day of cut – when the customer is switching carriers and determining whether the switch is satisfactory. Because Qwest’s proposed language only includes trouble reports tracked in Qwest’s repair systems, these early repair troubles that are so important to the Customer are omitted. This is a double problem for Eschelon, whose End User Customer has been harmed by a Qwest-caused trouble, and now Qwest will not include the trouble for purposes of determining</p>		<p>Moreover, it also appears that Eschelon is trying to bill Qwest for every dispatch, even on installations. Qwest only has the ability to bill for repair troubles – with trouble defined as a repair ticket (not an installation). Qwest believes Eschelon should only be able to bill Qwest when Qwest’s incorrectly isolates trouble to E’s network causing Eschelon to dispatch as the result.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>when Eschelon may charge Qwest for dispatches for repeat troubles caused by Qwest.</p> <p>Qwest’s proposed definition in the ICA suffers from the same flaw that Eschelon uncovered and brought to the regulators several years ago – its being limited to repair trouble reports rather than including all trouble reports (provisioning and repair). Eschelon first raised these issues in the Arizona 271 case and then in FCC 271 proceedings. Arizona conducted an audit in which the auditor confirmed that Qwest was not adequately capturing errors in its PID data due to this problem. (<i>See, e.g., CGE&Y Report, pp. 39-40.</i>) The CGE&Y auditor’s findings showed that Qwest excluded trouble reports from results based on which internal department or system handled them, instead of whether a trouble affected the end user customer’s service. Qwest is again attempting to define trouble reports by the system in which it is tracked, rather than upon a meaningful definition of the term in the context in which it is being used.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon is seeking reciprocity. If Qwest contends that Qwest may not charge Eschelon for dispatches for troubles on or after the due date until the troubles can be tracked in Qwest’s repair systems (which Qwest may refer to as “installation” troubles), Eschelon offers alternative proposals for Issues 12-80(b) and 12-80(c) that provide that Qwest will not charge Eschelon in these situations. If Qwest objects to that language (indicating it does in fact charge dispatch charges for these repairs), its objection further confirms the exclusionary aspect of its proposal. With respect to Qwest’s proposed definition generally, because Qwest’s language limits trouble reports to those tracked in specified Qwest systems, the proposal would allow Qwest in the future to simply choose to track troubles in another system (which it chooses to call something other than a “repair” system) to omit more trouble reports from the definition and avoid associated charges – charges that CLECs impose on Qwest.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 12-78</p> <p>Section 12.4.1.7</p> <p>Trouble Report Definition</p> <p>(2 of 3 Options)</p>	<p>PROPOSAL #2 & 3 (only in the event that Eschelon's proposal #2 is adopted for Issues 12-80(b)-(c))</p> <p>12.4.1.7. For the purposes of Section 12.4.1.8, "Trouble Reports" means trouble reports received via MEDIACC, CEMR, <u>or successor systems, if any,</u> or reported to one of Qwest's call or repair centers, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.</p> <p>Eschelon's language for its proposals #2 and #3 for Issues 12-80(b) and (c) differ. If either of them are adopted, Eschelon offers this same language for Section 12.4.1.7. If neither is adopted, Eschelon's only offer is its proposal #1 for Section</p>	<p>Eschelon is seeking reciprocity. If the ICA commits that Qwest will not charge in situations not covered by Qwest's definition (using the language of Eschelon's proposals #2 or #3 for Issues 12-80(b) and (c)), then Eschelon will agree to use Qwest's definition (with the minor modification indicated in the open language). <i>See</i> Issue 12-80 for Eschelon's position.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	12.4.1.7.			
Issue 12-79 Intentionally Left Blank				
CHARGES FOR REPEATS (39)				
Issue 12-80 Sections 12.4.1.8; See subparts (a)- (c) below to Issue 12-80 for related issues in §§ 12.4.1.8.1, 6.6.4, 9.2.5.2 Repeats	12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation (“TIC”) charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC’s account and CLEC may bill Qwest for its repeat dispatch(es) <u>on Repeat Troubles(s)</u> to recover a Maintenance of Services or TIC charge or CLEC’s actual costs, whichever is less, if all of the following conditions are met: (a) the repeat Trouble Report(s) is the same trouble as the prior Trouble Report (“Repeat Trouble”), as is demonstrated by CLEC’s test results isolated between consecutive CLEC access test points; and	Issues 12-80 and subparts concern repeat troubles on Qwest’s network that cause Eschelon to dispatch Eschelon’s technician due to a Qwest-caused trouble. A repeat trouble occurs when Qwest does not indicate it has found trouble on the initial report and a later trouble report shows that the trouble was in Qwest’s network (<i>i.e.</i> , Qwest should have fixed it the first time). Eschelon’s technician is dispatched because Qwest tells Eschelon that the trouble is not in Qwest’s network when, in fact, it is. Qwest charges Eschelon <i>every time</i> when Qwest dispatches a technician and the trouble is not in Qwest’s network.. In a reciprocal arrangement, Eschelon may also	12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation (“TIC”) charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC’s account and CLEC may bill Qwest for its repeat dispatch(es) on Repeat Trouble(s) to recover a Maintenance of Services or TIC charge or CLEC’s actual costs, whichever is less, if all of the following conditions are met: (a) the repeat Trouble Report(s) is the same trouble as the prior Trouble Report (“Repeat Trouble”), as is demonstrated by CLEC’s test results isolated between consecutive CLEC access test points; and	Eschelon is trying to define “trouble report” in a manner that is inconsistent with industry. Qwest believes it should only include reports issued through one of Qwest’s repair interfaces. Eschelon believes it should include reports issued through one “of Qwest's call or repair centers.” Call centers include ordering, as well as repair tickets. Qwest believes it is important to differentiate between repair and ordering. There is substantial law differentiating ordering and repair. Industry practice also differentiates between the two. The contract should make this distinction. Moreover, it also appears that Eschelon is trying to bill Qwest for

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>e) CLEC’s demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.</p>	<p>bill Qwest for dispatching an Eschelon technician when the trouble is in Qwest’s network, per the language in this Section. Actually, the arrangement is not completely reciprocal, because Eschelon cannot charge Qwest under this language in a situation for which Qwest charges Eschelon. Qwest charges Eschelon not only for a repeat trouble but also, if Qwest dispatches a technician, for the dispatch for the initial trouble. If Eschelon dispatches a technician for trouble isolation and Qwest fixes it the first time (<i>i.e.</i>, there is no repeat trouble), Eschelon does not get to charge at all. This is the aspect of the arrangement that is not reciprocal. Despite this inequity, Eschelon is agreeing to this arrangement, provided that Eschelon is allowed to charge on fair terms for repeat troubles.</p> <p>Both Qwest and Eschelon have the capability in many cases to test remotely, and when they are able to conduct remote testing, they may not dispatch a technician for trouble isolation. Eschelon proposes to use the same standard for test results as</p>	<p>e) CLEC’s demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.</p>	<p>every dispatch, even on installations. Qwest only has the ability to bill for repair troubles – with trouble defined as a repair ticket (not an installation). Qwest believes Eschelon should only be able to bill Qwest when Qwest’s incorrectly isolates trouble to E’s network causing Eschelon to dispatch as the result.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>is applied to Qwest. That standard is set forth in Section 12.4.1.1, and Eschelon’s language specifically cross references that standard. Section 12.4.1.1 on its face applies to “either party.” In contrast, Qwest applies the Section 12.4.1.1 standard to itself but proposes a unique, onerous standard when Eschelon conducts remote testing.</p> <p>When Eschelon conducts remote testing, Qwest’s proposal states for Issue 12-80(a) that Eschelon must provide test results meeting a novel “conclusive” circuit specific standard. Testing is needed when uncertainty exists as to cause of a problem and tests are conducted to determine that cause. Eschelon does not know whether Qwest will attempt to distinguish between test results that it claims are probative, for example, versus conclusive. The uniqueness of this standard is not just a problem because the standard is undefined. It is also a problem because Qwest’s proposal requires Eschelon to meet this higher standard for test results for the initial trouble, only if there is a repeat trouble – a fact that Eschelon</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>will not know when conducting trouble isolation on the initial trouble.</p> <p>Under Qwest’s proposal, Qwest determines whether Eschelon has provided “conclusive” test results for the initial trouble so that Eschelon may charge when it dispatches on the repeat trouble. In any case for which Qwest unilaterally declares that the test results are not conclusive, Qwest can prevent Eschelon from charging Qwest for a repeat trouble. Any time that Qwest declares test results are not “conclusive,” Qwest’s proposed language allows Eschelon to charge Qwest only when there is a repeat <i>dispatch</i> (as opposed to repeat <i>trouble</i>). This eliminates charging for repeat troubles when Eschelon performed remote testing on the initial trouble, simply because Qwest says that testing in its opinion was not conclusive for some reason. In these situations, Qwest wants at least one free dispatch, even though Eschelon’s End User Customer is out of service or otherwise in need of repair and that repair has been delayed</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>because Qwest did not fix the trouble in its network the first time. Qwest does not give Eschelon one free dispatch. Eschelon needs cost-based rates based on clear terms that do not contain this imbalance.</p>		
<p>Issue 12-80 (a) Section 12.4.1.8.1 Remote Testing Capability</p>	<p><u>12.4.1.8.1 Where CLEC does not have remote testing capability, subsection (e) of Section 12.4.1.8 requires a technician dispatch for both the prior and Repeat Trouble. Where CLEC has remote testing capability and provides the test results described in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.</u></p>	<p>Qwest proposes a new “conclusive circuit specific test results” standard to apply to Eschelon only. This new conclusiveness test is not present anywhere in the ICA with respect to results Qwest provides to CLEC. Because the test is different from the usual test (<i>see</i> Sections 12.4.1.1 and 12.4.1.8(d)), CLEC would need to know during the first trouble that a repeat trouble will occur, so the new test should be applied. Assuming the repeat trouble is not intentional, Qwest will not know in advance that a repeat trouble will occur either. Therefore, it is difficult to understand how Qwest’s proposal to apply a new and different test for the initial trouble in cases of repeat troubles will work. <i>See</i> Issue 12-80 above. Eschelon’s proposal to use the same standard for both parties is more reasonable.</p>	<p><u>12.4.1.8.1 Where CLEC has remote testing capability and provides Qwest with conclusive circuit specific test results that isolate trouble to Qwest’s network, demonstration of CLEC’s prior dispatch pursuant to subsection (e) of Section 12.4.1.8 will be waived.</u></p>	<p>Eschelon is trying to define “trouble report” in a manner that is inconsistent with industry. Qwest believes it should only include reports issued through one of Qwest’s repair interfaces. Eschelon believes it should include reports issued through one “of Qwest’s call or repair centers.” Call centers include ordering, as well as repair tickets. Qwest believes it is important to differentiate between repair and ordering. There is substantial law differentiating ordering and repair. Industry practice also differentiates between the two. The contract should make this distinction.</p> <p>Moreover, it also appears that Eschelon is trying to bill Qwest for every dispatch, even on installations. Qwest only has the ability to bill for repair troubles – with trouble defined as a repair</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
				ticket (not an installation). Qwest believes Eschelon should only be able to bill Qwest when Qwest's incorrectly isolates trouble to E's network causing Eschelon to dispatch as the result.
Issue 12-80 (b) Section 6.6.4 Repeat Dispatch v. Repeat Trouble (1 of 3 options)	PROPOSAL #1: 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble	<i>See</i> Issue 12-80 (Section 12.4.1.8) above. For a discussion of Option #2, <i>see</i> Issue 12-78 above.	PROPOSAL #1: 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest	Eschelon is trying to define "trouble report" in a manner that is inconsistent with industry. Qwest believes it should only include reports issued through one of Qwest's repair interfaces. Eschelon believes it should include reports issued through one "of Qwest's call or repair centers." Call centers include ordering, as well as repair tickets. Qwest believes it is important to differentiate between repair and ordering. There is substantial law differentiating ordering and repair. Industry practice also differentiates between the two. The contract should make this distinction. Moreover, it also appears that Eschelon is trying to bill Qwest for every dispatch, even on installations. Qwest only has the ability to bill for repair troubles – with trouble defined as a repair

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>		<p>will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>	<p>ticket (not an installation). Qwest believes Eschelon should only be able to bill Qwest when Qwest's incorrectly isolates trouble to E's network causing Eschelon to dispatch as the result.</p>
<p>Issue 12-80 (b) Section 6.6.4 Repeat Dispatch v. Repeat Trouble (2 of 3 options)</p>	<p>PROPOSAL #2: 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If a repair trouble is on the End User Customer's side of the 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 TIC charge. No</p>	<p>Eschelon is seeking reciprocity of charges. If Qwest does not charge for trouble reports reported to a Qwest call center within 30 calendar days of installation completion, then the ICA should make this clear. <i>See</i> Issue 12-80 (Section 12.4.1.8) above.</p>	<p>PROPOSAL #2: 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If a repair trouble is on the End User Customer's side of the Demarcation Point. If a repair trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>charges for dispatches <u>other than the dispatch component, if any, of the installation non-recurring charge</u>) shall apply <u>to provisioning troubles reported to a Qwest call center within 30 calendar days of installation completion</u>. No charges shall apply if CLEC indicates trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>		<p>Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No <u>separate</u> charges for <u>required</u> dispatches other than the dispatch component, if any, of the installation non-recurring charge) shall apply <u>prior to acceptance of the circuit to provisioning troubles reported to a Qwest call center within 30 calendar days of installation completion</u>. No charges shall apply if CLEC indicates trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 12-80 (b) Section 6.6.4 Repeat Dispatch v. Repeat Trouble (3 of 3 options)	PROPOSAL #3: 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. <u>No charges for dispatches (other than the dispatch component, if any, of the installation non-recurring charge) shall apply prior to acceptance of the circuit. After acceptance of the circuit, Qwest shall manage and track troubles reports (regardless of whether reported electronically or to a call or repair center) within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), andn successoro repair systems, if any.</u> No charges shall apply if CLEC	Eschelon is seeking reciprocity of charges. If Qwest does not charge for dispatches prior to acceptance of the circuit, then the ICA should make this clear. Because Qwest's definition of trouble report is limited to troubles managed and tracked in its repair systems, this language should require Qwest to manage and track trouble reports in those systems. <i>See</i> Issue 12-80 (Section 12.4.1.8) above.		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>indicates trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>			
<p>Issue 12-80 (c) Section 9.2.5.2 Repeat Dispatch v. Repeat Trouble (1 of 3</p>	<p>PROPOSAL #1: 9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Loop Demarcation Point. If the trouble is on the End User Customer’s side of the Loop Demarcation Point, and CLEC</p>	<p>The ICA (like the Covad ICA upon which some of this language is based) does not use the new term repeat dispatch. The accurate term is repeat trouble. See Issue 12-80 (Section 12.4.1.8) above.</p>	<p>PROPOSAL #1: 9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Loop Demarcation Point. If the trouble is on the End User Customer’s side of the Loop Demarcation Point, and CLEC</p>	<p>Eschelon is trying to define “trouble report” in a manner that is inconsistent with industry. Qwest believes it should only include reports issued through one of Qwest’s repair interfaces. Eschelon believes it should include reports issued through one “of Qwest's call or repair centers.” Call centers include ordering, as well as repair tickets. Qwest believes it is important to differentiate between</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
options)	<p>authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>		<p>authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>	<p>repair and ordering. There is substantial law differentiating ordering and repair. Industry practice also differentiates between the two. The contract should make this distinction.</p> <p>Moreover, it also appears that Eschelon is trying to bill Qwest for every dispatch, even on installations. Qwest only has the ability to bill for repair troubles – with trouble defined as a repair ticket (not an installation). Qwest believes Eschelon should only be able to bill Qwest when Qwest's incorrectly isolates trouble to E's network causing Eschelon to dispatch as the result.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 12-80 (c) Section 9.2.5.2 Repeat Dispatch v. Repeat Trouble (2 of 3 options)	PROPOSAL #2: 9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If a repair trouble is on the End User Customer'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 and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges for dispatches <u>(other than the dispatch component, if any, of the installation non-recurring charge)</u> shall apply <u>to provisioning trouble reported to a Qwest call center within 30 calendar days of installation completion.</u> No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a	Eschelon is seeking reciprocity of charges. If Qwest does not charge for trouble reports reported to a Qwest call center within 30 calendar days of installation completion, then the ICA should make this clear. <i>See</i> Issue 12-80 (Section 12.4.1.8) above.	PROPOSAL #2: 9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If a repair trouble is on the End User Customer'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 and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No <u>separate</u> charges for <u>required</u> dispatches (other than the dispatch component, if any, of the installation non-recurring charge) shall apply <u>prior to acceptance to the circuit.</u> No charges shall apply to provisioning trouble reported to a Qwest call center within 30 calendar days of installation completion. —if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.		that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.	
Issue 12-80 (c) Section 9.2.5.2 Repeat Dispatch v. Repeat Trouble (3 of 3 options)	PROPOSAL #3: 9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If a repair trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest	Eschelon is seeking reciprocity of charges. If Qwest does not charge for dispatches prior to acceptance of the circuit, then the ICA should make this clear. Because Qwest's definition of trouble report is limited to troubles managed and tracked in its repair systems, this language should require Qwest to manage and track trouble reports in those systems. See Issue 12-80 (Section 12.4.1.8) above.		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. <u>No charges for dispatches (other than the dispatch component, if any, of the installation non-recurring charge) shall apply prior to acceptance of the circuit. After acceptance of the circuit, Qwest shall manage and track troubles reports (regardless of whether reported electronically or to a call or repair center) within Qwest’s repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.</u> No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that</p>			

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat <u>trouble</u> , CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.			
TEST PARA- METERS				
Issue 12-81 Section 12.4.3.5 Test Parameters and Levels	12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with <u>Qwest's Technical Publications and to the extent not inconsistent with the foregoing,</u> Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard, <u>and, to the extent not inconsistent with the foregoing, Qwest's Technical Publications.</u>	The issue presented is, in the event of a conflict between generally-accepted industry standards and Qwest's own testing parameters, which should prevail? Industry standards reflect the consensus of the industry as a whole, rather than the practices of any particular company and, unlike Qwest's technical publications, cannot be changed unilaterally by any one company. Furthermore, the scope of this provision is narrow: It concerns routine testing, not equipment or other items that may be unique to Qwest. In connection with a function as basic as routine testing, it is reasonable for industry standards to take precedence over	12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with <u>Qwest's Technical Publications and to the extent not inconsistent with the foregoing,</u> Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard, and, to the extent not inconsistent with the foregoing, Qwest's Technical Publications.	This issue concerns whether Qwest must comply with its technical publications or ANSI standards in performing repairs. Qwest follows its technical publications to the extent not inconsistent with ANSI standards. Qwest can only modify its technical publications in the CMP. Further, this issue involves processes that affect all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		Qwest’s own, company-specific practices. Finally, Eschelon’s proposal would not prevent Qwest from using its own testing parameters, as reflected in its technical publications, so long as those parameters are consistent with industry standards. Qwest is not the only ILEC with which Eschelon does business. Eschelon needs to be able to work in multiple-carrier settings without changing testing parameters in each case.		through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.
Issue 12-82 Intentionally Left Blank				
Issue 12-83 Intentionally Left Blank				
Section 12.4.3.6.3 – <i>See Issue 12- 75 (Section 12.3.1) above</i>				
Issue 12-84 Intentionally Left Blank				
Issue 12-85 Intentionally Left Blank				
TROUBLE				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
REPORT CLOSURE				
Issue 12-86 Sections 12.4.4.1; 12.4.4.2; 12.4.4.3 Trouble Report Closure	<p><u>12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a “disposition code”).</u></p> <p><u>12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).</u></p> <p><u>12.4.4.3 Qwest will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End</u></p>	<p>Eschelon has proposed a section on “Trouble Report Closure” in Section 12.4, which is “Maintenance and Repair.” This is the next logical step in the process that is described in Sections 12.4.1 (testing), 12.4.2 (trouble reports and status), and 12.4.3 (resolving trouble reports). These sections describe the terms and conditions for opening a trouble report through resolving it. Maintenance and Repair is incomplete without stating how the trouble ticket that is opened under Section 12.4.2 is then closed. Trouble report closure terms are important. First and foremost, Eschelon uses the disposition codes to update its end user customers on the status and closure of the trouble reported by that customer. In addition, Eschelon relies on the trouble report closure terms when verifying the accuracy of Qwest’s repair bills and providing its own customers with timely and accurate bills.</p> <p>Eschelon’s proposal requires no</p>	<p><u>12.4.4.1 Procedures regarding trouble report closure are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u></p>	<p>This issue involves processes that affect all CLECs, not just Eschelon. Eschelon is attempting to import PCAT-like process language into the ICA and thereby undermine the Commission approved CMP process. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and sixteen (16) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.</u></p>	<p>change by Qwest, as Qwest already employs the terms outlined in this Section. This includes the web based tool described in Section 12.4.4.3. When Qwest provides repair services to its retail customers, Qwest provides a statement of time and materials and applicable charges to the customer at the time the work is completed. When Qwest provides repair services to its CLEC wholesale customers, however, Qwest previously did not do so. This placed CLECs at a disadvantage. CLECs cannot dispute a charge at the time the work is completed, when all of those involved are most likely to know the facts necessary to determine the accuracy of the charge, without a statement of time and materials. Eschelon pointed out in the Arizona 271 proceeding that it could not obtain an invoice of applicable repair charges at the time repair work was completed, but rather had to wait until Qwest sent the monthly wholesale invoices. This placed Eschelon at a disadvantage in that it was not able to dispute such charges on a real time basis. The Arizona staff</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>agreed with Eschelon and said that “this is a very important issue” that “needs to be resolved. (<i>AZ 271 Staff Report</i>, ¶86) The staff indicated it did not need to take further steps, however, because Qwest indicated it was already working on a solution with CLECs. The Maintenance and Repair Invoice Tool described in Section 12.4.4.3 resulted largely from this effort. Given that Eschelon has already litigated this issue with Qwest and spent almost two years on helping to develop that solution, the solution (i.e., the web-based invoice tool) should be available with at least the current functionality for the term of the ICA, unless amended. Qwest will not commit to this. If Qwest decreases that functionality or eliminates the tool, however, Eschelon will be back to square one, where it was before the 271 proceedings. Qwest should not be allowed to back-slide in this manner. The time periods in Section 12.4.4.3 are already longer than those for Qwest retail customers. This language is needed in the ICA to prevent Qwest from</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>increasing these time periods to place Eschelon at an even greater disadvantage as compared to Qwest retail customers.</p> <p>Qwest proposes to replace all of Eschelon’s ICA proposal with a reference to its web-based PCAT. The FCC has clearly held, however, that at “no point did we create a general ‘web-posting exception’ to section 252(a).” (<i>FCC Forfeiture Order</i>, ¶32)</p>		
<p align="center">CON- TROLLED PRODUC- TION</p>				
<p>Issue 12-87</p> <p>Section 12.6.9.4</p> <p>Controlled Production</p>	<p>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries</p>	<p>Eschelon’s proposal requires no change by Qwest, as Qwest does this today. See http://www.qwest.com/wholesale/downloads/2006/060425/IMA_EDI_Implementation_Guidelines_19_2_042406.pdf (pages 47 and 50). It is necessary to include Eschelon’s proposed language in the ICA because, without it, the broader language in the remainder of the paragraph may suggest that controlled production is required for recertification, when it is not. The first sentence, for example, broadly</p>	<p>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries</p>	<p>“Controlled production” is a testing mechanism to ensure that CLEC systems will work properly with Qwest systems with no negative impact on Qwest or other CLECs.</p> <p>Eschelon is trying to have veto power over when it will participate in controlled production. This is inappropriate. Qwest needs the ability to determine when controlled testing is required to ensure that no one using Qwest’s OSS is negatively impacted.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.</p> <p><u>Controlled production is not required for recertification, unless the Parties agree otherwise. Recertification does not include new implementations such as new products and/or activity types.</u></p>	<p>states: “Qwest and CLEC will perform controlled production.” That is not always the case, and the ICA should be clear on this point when outlining the terms of controlled production.</p>	<p>and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.</p> <p>Controlled production is not required for recertification, unless the Parties agree otherwise. Recertification does not include new implementations such as new products and/or activity types.</p>	
RATES FOR SERVICES				
<p>Issue 22-88</p> <p>Section 22.1.1;</p> <p>See Issue 22-88 (a) and (b) for related provisions in Exhibit A – Section 7.11</p>	<p>22.1.1 The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement.</p>	<p>Eschelon proposes striking the phrase “by Qwest to CLEC” because Exhibit A also includes rates for services provided by CLEC to Qwest. See, e.g., Sections 7.3.7.1 and 7.3.7.2 (charges for local, ISP-bound and intraLATA toll transit traffic); 9.2.5.2 and 9.2.5.2.1 (trouble isolation); and 10.2.5.5.4 and 10.2.5.5.5 (Qwest Requested LNP Managed Cuts).</p>	<p>22.1.1 The rates in Exhibit A apply to the services <u>by Qwest to CLEC</u> provided pursuant to this Agreement.</p>	<p>In the event the CLEC wishes to charge Qwest for services, those charges should be specifically identified.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
and Section 22.4.1.1 Rates in Exhibit A		Qwest’s language, which limits the scope of Exhibit A to services provide by Qwest, is inaccurate and unnecessary.		
Issue 22-88 (a) Section Exhibit A – Section 7.11	Qwest’s Oregon Access Services Tariff	The parties have agreed on the mutual exchange of traffic, including intraLATA toll traffic. <i>See</i> Section 7.2.1.2.2. At line 7.11 of Exhibit A, Qwest has proposed the inclusion of a reference to Qwest’s Oregon Access Service Tariff as establishing the rate for intraLATA toll traffic. However, because the parties will mutually exchange this traffic, they should also mutually compensate one another. Accordingly, Eschelon proposes deleting the word “Qwest’s” from line 7.11 to clarify that, when Eschelon is carrying Qwest’s intraLATA toll traffic, Eschelon’s access tariff will apply.	<u>Qwest’s</u> Minnesota Access Services Tariff	The Exhibit A reflects rates for services that Qwest provides to Eschelon, including access services. As such, the reference on the Exhibit A should be to the Qwest Minnesota Access Services Tariff. Since Section 7.2.2.3.3.1 of Agreement specifically spells out when CLEC access rates apply, there is no need for such a reference on the Exhibit A.
Section 22.4.1.1 <i>See</i> Issue 22- 90(a) <i>below</i>				
Section 22.4.1.2 <i>See</i> Issue 2-4 (2 of 2 Options)				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
(Section 2.2) <i>above</i>				
REQUEST FOR COST PROCEED- ING				
Issue 22-89 Section 22.4.1.3 Cost proceeding	<u>22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.</u>	The opportunity to obtain Commission-approved rates is necessary to assure that rates are cost-based, just and reasonable. If Qwest believes the parties have this right (so the language is “unnecessary”) it should not oppose insertion of a short paragraph for clarity.	<u>22.4.1.3 Intentionally Left Blank</u>	This provision is unnecessary.
UN- APPROVED RATES				
Issue 22-90 Sections 22.6; 22.6.1 and 22.6.1.1; <i>See</i> subparts (a-ad) below for Sections in Exhibit A Unapproved	PROPOSAL #1: <u>22.6 Unapproved Rates</u> <u>22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a cost-based rate and submit that rate and related cost support to the Commission for</u>	Often, in cost cases, Qwest does not obtain approval of Qwest’s “going-in” position for its desired rate. Commissions often approved something less than any one party’s wish list of desired rates. In Section 22.6 and subparts, Eschelon proposes a process for ensuring that Qwest’s “going-in” positions or “wish-list” rates are not unilaterally implemented and then remain in effect indefinitely with no action by	22.6 Unapproved Rates 22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of	This provision is unnecessary and has not been needed to this point in Oregon.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Rates (1 of 2 options)	<p><u>review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate. Qwest will provide notice to CLEC of such filing and the proposed rate and, upon request, will provide a copy of the related cost support to CLEC. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</u></p> <p><u>22.6.1.1 If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and Qwest does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1, the Unapproved rate(s) in Exhibit A do not apply.</u></p>	<p>Qwest to support the rates to the Commission or Commission approval of those rates. Eschelon’s proposal tracks a commission decision in Minnesota in a July 30, 2003 Order in Docket No. P-421/C-03-616 (MN 616 Order). Without these procedures, Qwest can extend the period by which it imposes unapproved rates by not filing cost support with the Commission and requesting approval of the rates.</p> <p>In the context of the 271 Cost Docket, the Minnesota Commission required that, for new elements for which there is no Commission-approved rate, Qwest would be required to file its proposed rate, including cost support for the proposed rate, for Commission review and approval within 60 days of offering the element. In recommending the adoption of such a process, the ALJ observed, “There should be an established process for obtaining Commission approval of any element not priced in the Generic Cost Case or in this proceeding. There is clearly a need for a procedure to establish new UNE prices or modify discrete</p>	<p>the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate. Qwest will provide notice to CLEC of such filing and the proposed rate and, upon request, will provide a copy of the related cost support to CLEC. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Qwest must provision the products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.</u></p>	<p>prices without waiting for resource-intensive generic cost cases.” (271 Cost Docket – ALJ ¶222.)</p> <p>In Minnesota, Qwest agrees to the majority of this language, and only sub-issues are being arbitrated. Because the Minnesota order has been in place for some time, it has been implemented in Minnesota. Qwest has also agreed to the majority of this language in Washington. Qwest has the ability to implement these terms in other states and thus could also implement them in Oregon. Qwest, however, would like the parties’ ICA in all states other than Minnesota and Washington to be silent on these terms. All of this language is open, therefore, in Oregon. Qwest can point to no state-specific reason why the terms should vary by state.</p>		
<p>Issue 22-90 Sections 22.6; 22.6.1 and 22.6.1.1; See subparts</p>	<p>PROPOSAL #2: <u>22.6 Unapproved Rates</u> <u>22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost</u></p>	<p>Proposal #2 offers a second alternative for 22.6.1 that specifies that the Commission may have procedures for the production of the requested cost support (such as requiring a protective agreement for confidential information), and the</p>	<p>SAME FOR BOTH PROPOSALS: 22.6—Unapproved Rates 22.6.1—If Qwest offers a Section 251 product or service for which a price/rate has not been approved by</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>(a-ad) below for Sections in Exhibit A</p> <p>Unapproved Rates</p> <p>(2 of 2 options)</p>	<p><u>Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate (in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</u></p>	<p>companies will follow the procedures ordered by the Commission.</p>	<p>the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate (in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p>	

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	22.6.1.1 is the same as for Proposal #1.		22.6.1.1 is the same as for Proposal #1.	
Issue 22-90 Proposal No. 2 Section 22.6.1 See Issue 2-4 (2 of 2 Options) (Section 2.2) above				
Issue 22-90 (a) Section 22.4.1.1 Cross Reference	22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates (“Interim Rates”) by the Parties, applicable <u>only as described in Section 22.6 until changed by agreement of the Parties or by order of the Commission.</u>			
Issue 22-90(b) Exhibit A Section 8.1.1.2 Collocation - Planning and	8.1.1.2 Cable Augment Quote Preparation Fee <u>\$700.00</u>	Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Engineering		other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		services from Qwest.
Issue 22-90(c) Exhibit A Sections 8.1.2.2; 8.1.2.3 and 8.1.2.4 Collocation Entrance Facility, per Fiber Pair	8.1.2.2 Cageless & Caged Standard Shared, per Fiber <u>\$4.14</u> 8.1.2.3 Cross Connect, per Fiber <u>\$3.66</u> 8.1.2.4 Express, per Cable <u>\$21.49 Rec \$20279.08 NRC</u>	The historical Qwest/Eschelon Interconnection Agreement contains rates for certain collocation elements. Qwest's proposed rates would potentially increase Eschelon's recurring collocation cost, without the benefit of Commission review of these rates. Qwest's proposed Oregon rates are typically well above the rates approved by other Commissions and are not appropriate. In many circumstances, Eschelon has proposed its historical contract rates, as interim rates, until such time that permanent rates are set by the Commission.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(d) Exhibit A Sections 8.1.5 and subparts –	8.1.5 AC Power Feed 8.1.5.1 Backup AC Power Feed, per Amp, per ;Month 8.1.5.1.1 120V <u>\$17.13</u>	Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
AC Power Feed	8.1.5.1.2 20V, Single Phase <u>\$29.69</u> 8.1.5.1.3 208 V, Three Phase <u>\$51.37</u> 8.1.5.1.4 240V, Single Phase <u>\$34.26</u> 8.1.5.1.5 240V, Three Phase <u>\$59.27</u> 8.1.5.1.6 480V, Three Phase <u>\$118.55</u>	are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(e) Exhibit A – Section 8.1.8 and subparts – Collocation Terminations	8.1.8 Collocation Terminations 8.1.8.1 Shared Access 8.1.8.1.1 DS0 8.1.8.1.1.1 Cable Placement, per 100 Pair Block <u>\$0.32</u> <u>\$127.42</u> 8.1.8.1.1.3 Cable, per 100 Pair Block <u>\$0.45</u> <u>\$178.10</u> 8.1.8.1.1.5 Blocks, per 100 Pair Block <u>\$0.78</u> <u>\$310.50</u> 8.1.8.1.1.7 Block Placement, per 100 Pair Block <u>\$0.33</u> <u>\$134.10</u> 8.1.8.1.2 DS1 8.1.8.1.2.1 Cable Placement, per 28 DS1s <u>\$0.47</u> <u>\$207.44</u>	Eschelon’s proposal comes from cost support supplied by Qwest for rates across the Qwest states. Qwest proposes higher rates in Oregon than it proposes in its other states.		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	8.1.8.1.2.3 Cable, per 28 DS1s <u>\$0.44 \$192.80</u> 8.1.8.1.2.5 Panel, per 28 DS1s <u>\$0.31 \$133.13</u> 8.1.8.1.2.7 Panel Placement, per 28 DS1s <u>\$0.09 \$42.72</u> 8.1.8.1.3 DS3 8.1.8.1.3.1 Cable Placement, per Termination <u>\$0.17 \$73.22</u> 8.1.8.1.3.2 Cable, per Termination <u>\$0.27 \$118.77</u> 8.1.8.1.3.3 Connector, per Termination <u>\$0.28 \$121.51</u> 8.1.8.1.3.4 Connector Placement, per Termination <u>\$0.02 \$9.84</u> 8.1.8.1.4 Fiber Terminations 8.1.8.1.4.1 Terminations, per 12 Fibers <u>\$12.39 \$1601.47</u> 8.1.8.1.4.2 Additional Connector, if Applicable <u>\$0.53 \$435.37</u> 8.1.8.1.4.3 Cable Racking, Shared per 12 Fibers <u>\$19.61</u> 8.1.8.1.4.4 Cable Racking,			

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	Dedicated <u>\$1.85 \$1516.92</u>			
Issue 22-90(f) Exhibit A – Section 8.1.9.2 Security Charges – Card Access	8.1.9.2 Card Access, per Employee, per Central Office <u>\$6.20</u>	Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(g) Exhibit A Section 8.1.12 – Collocation Space Availability Report	8.1.12 Space Availability Report <u>\$234.38</u>	Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>ordered rates in other Qwest states in place of Qwest proposed interim rates.</p> <p>Qwest Provided conflicting cost support for these rates. One Qwest cost study supported \$332.94, the other \$383.94.</p>		
<p>Issue 22-90(h)</p> <p>Exhibit A Section 8.1.14</p> <p>Collocation Space option Administration Fee</p>	<p>8.1.14 Collocation Space Option Administration Fee <u>\$1029.40</u></p>	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>
<p>Issue 22-90 (i) Intentionally Left Blank</p>				
<p>Issue 22-90(j)</p>	<p>8.1.16 Joint Inventory Visit Fee, per Visit <u>\$1610.12</u></p>	<p>In other Qwest states, Qwest is proposing \$1610.12. Eschelon</p>		<p>Qwest’s rates should not be resolved in an arbitration</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Exhibit A Section 8.1.16 Joint Inventory Visit Fee		proposes this rate here.		proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(k) Exhibit A Section 8.2.1.1 Virtual Collocation Quote Preparation Fee	8.2.1.1 Quote Preparation Fee <u>\$2317.79</u>	The historical Qwest/Eschelon Interconnection Agreement contains rates for certain collocation elements. Qwest's proposed rates would potentially increase Eschelon's recurring collocation cost, without the benefit of Commission review of these rates. Qwest's proposed Oregon rates are typically well above the rates approved by other Commissions and are not appropriate. In many circumstances, Eschelon has proposed its historical contract rates, as interim rates, until such time that permanent rates are set by the Commission. The average of ordered rates is \$2402.46. This is similar to the historical ICA rate proposed here.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 22-90(l)</p> <p>Exhibit A Sections 8.3.1.1; 8.4.1.1; 8.15.4.1 and 8.15.4.2</p> <p>Collocation Quote Preparation Fee</p>	<p>8.3.1.1 Quote Preparation Fee <u>\$2317.79</u></p> <p>8.4.1.1 Quote Preparation Fee <u>\$2317.79</u></p> <p>8.15.4.1 Cageless (uses rate from 8.3.1.1) <u>\$2317.79</u></p> <p>8.15.4.2 Caged (uses rate from 8.4.1.1) <u>\$2317.79</u></p>	<p>The historical Qwest/Eschelon Interconnection Agreement contains rates for certain collocation elements. Qwest’s proposed rates would potentially increase Eschelon’s recurring collocation cost, without the benefit of Commission review of these rates. Qwest’s proposed Oregon rates are typically well above the rates approved by other Commissions and are not appropriate. In many circumstances, Eschelon has proposed its historical contract rates, as interim rates, until such time that permanent rates are set by the Commission.</p> <p>The average of ordered rates is \$2475.52. This is similar to the historical ICA rate proposed here.</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>
<p>Issue 22-90(m)</p> <p>Sections 8.4.1.1; 8.4.2.4.1; 8.4.2.4.2; 8.4.2.4.3;</p>	<p>8.4.2.4.1 Cage: Up to 100 Sq. Ft. <u>\$41.60</u> <u>\$26168.10</u></p> <p>8.4.2.4.2 Cage: 101 to 200 Sq. Ft. <u>\$51.08</u> <u>\$27852.73</u></p> <p>8.4.2.4.3 Cage: 201 to 300 Sq. Ft. <u>\$54.27</u> <u>\$29650.53</u></p> <p>8.4.2.4.4 Cage: 301 to 400 Sq. Ft. <u>\$58.09</u> <u>\$31797.64</u></p>	<p>The historical Qwest/Eschelon Interconnection Agreement contains rates for certain collocation elements. Qwest’s proposed rates would potentially increase Eschelon’s recurring collocation cost, without the benefit of Commission review of these rates.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
8.4.2.4.4; 8.15.1.2.2 Exhibit A Section 8.4 and subparts – Caged Physical Collocation/ Collocation Available Inventory	8.15.1.2.2 Caged <u>\$2317.79</u>	<p>Qwest’s proposed Oregon rates are typically well above the rates approved by other Commissions and are not appropriate. In many circumstances, Eschelon has proposed its historical contract rates, as interim rates, until such time that permanent rates are set by the Commission.</p> <p>The average or ordered rates is \$2292.09. This is similar to the historical ICA rate proposed here.</p>		
Issue 22-90(n) Exhibit A Section 8.6.1.2; 8.6.1.3.1; 8.6.2.2.2; 8.6.2.2.3.1; 8.6.2.2.3.2 Remote Collocation	8.6.1.2 FDI Terminations, per 25 Pair <u>\$506.92</u> 8.6.1.3.1 Less Than or Equal To 60 Amps, per Amp Ordered, 8.6.1.2.2 FDI Terminations, per 25 Pair (uses rates from 8.6.1.2) <u>\$506.92</u> 8.6.2.2.3.1 Less Than or Equal To 60 Amps, per Amp Ordered 8.6.2.2.3.2 Greater than 60 Amps; per Amp Ordered or Used	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p> <p>Qwest provided multiple cost</p>	(n)	<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>studies for this rate element. One cost study proposed a rate of \$555.83.</p> <p>Eschelon disagrees with Qwest’s proposed changes to the rate element descriptions in Exhibit A. Section 8.1.4.1 already indicates that the rates are per amp, per month. Whether the rate applies per amp “ordered” (as opposed to actual usage) is appropriately addressed by the text of the ICA language. (See Issues 8-21(b) and 8-21(c).)</p>		
<p>Issue 22-90(o)</p> <p>Exhibit A Section 8.7.2.1; 8.7.2.2 and 8.7.2.3</p> <p>CLEC-CLEC Cable Racking</p>	<p>8.7.2.1 DS0, per foot <u>\$0.148</u></p> <p>8.7.2.2 DS1, per foot <u>\$0.158</u></p> <p>8.7.2.3 DS3, per foot <u>\$0.135</u></p>	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>in place of Qwest proposed interim rates.</p> <p>In every other state, Qwest proposes rates on a per foot basis. Qwest used to have a per foot proposal in Oregon where it proposed \$0.2096 for DS0, \$0.2223 for DS1, and \$0.19309 for DS3.</p>		
<p>Issue 22-90(p) Exhibit A Sections 8.7.3.1; 8.7.3.2 and 8.7.3.3 Virtual Connections</p>	<p>8.7.3.1 DS0, per 100 Connections <u>\$191.23</u> 8.7.3.2 DS1, per 28 Connections <u>\$89.56</u> 8.7.3.3 DS3, per 1 Connection <u>\$6.11</u></p>	<p>Qwest SGAT contains lower rates than what Qwest proposes to Eschelon in this Arbitration. Eschelon proposes the rates from Qwest's SGAT.</p>		<p>Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>
<p>Issue 22-90 (q) Section 8.7.4 Cable Hole</p>	<p>8.7.4 Cable Hole, if Applicable <u>\$434.08</u></p>	<p>Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates are typically well in excess of the</p>		<p>Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p> <p>Qwest's SGAT contained a lower rate than what Qwest proposes to Eschelon in this Arbitration. The SGAT had a rate of \$443.15, similar to the average of Commission approved rates in other states.</p>		<p>agreements and receive these services from Qwest.</p>
<p>Issue 22-90(r) Section 8.8 and subparts ICDF Collocation</p>	<p>8.8.1 Quote Preparation Fee <u>\$700.25</u> 8.8.3 DS1 Circuit, per Two Legs <u>\$75.00</u> 8.8.4 DS3 Circuit, per Two Legs <u>\$612.89</u></p>	<p>Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p>		<p>Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon asked Qwest to provide cost support for all interim rates. Qwest had claimed that its interim rates were “estimated TELRIC” but failed to provide any cost support for a number of rates.</p> <p>For Section 8.8.3: In a recent cost case in MN (06-713) Qwest proposed a rate of \$74.93, significantly below its proposed rate in Oregon. Based on the MN filing, Eschelon proposes \$75.00 as an interim rate.</p> <p>For Section 8.8.4: Eschelon divided Qwest’s proposed rate in half for Eschelon’s proposed interim rate.</p>		
<p>Issue 22-90(s)</p> <p>Exhibit A Section 8.12 and subparts Facility Connected (FC) Collocation</p>	<p>8.12.2 FC Collocation Engineering Fee, per Job <u>\$700.25</u></p> <p>8.12.4 FC Collocation Fiber Entrance Facility Charge, per Cable, minimum 12 Strands <u>\$850.15</u></p>	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		ordered rates in other Qwest states in place of Qwest proposed interim rates.		
Issue 22-90(t) Exhibit A Section 8.13 and subparts DC Power Reduction/ Power Restoration	8.13.1.1 Quote Preparation Fee <u>\$411.00</u> 8.13.1.2 Power Reduction: Less Than 60 Amps <u>\$346.00</u> 8.13.1.3 Power Reduction: Equal to 60 Amps <u>\$346.00</u> 8.13.1.4 Power Reduction: Greater Than 60 Amps <u>\$587.00</u> 8.13.1.5 Power Off <u>\$587.00</u> 8.13.1.6 Battery Distribution Fuse Board (BDFB) Rent <u>\$37.00</u> 8.13.2.1 Quote Preparation Fee (QPF), per Office <u>\$411.00</u> 8.13.2.2.1.1 Less Than 60 Amps <u>\$346.00</u> 8.13.2.2.1.2 Equal To 60 Amps <u>\$346.00</u> 8.13.2.2.1.3 Greater Than 60 Amps	Eschelon's proposed rates are from a Qwest multistate rate proposal, contained in many Qwest negotiation templates, that Qwest recently offered.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<u>\$587.00</u>			
Issue 22-90(u) Section 8.15.2 and subparts Special Sites	8.15.2.1 Special Site Assessment Fee <u>\$597.56</u> 8.15.2.2 Network Systems Assessment Fee <u>\$909.63</u> 8.15.2.3 Site Survey Fee <u>\$150.00</u>	Eschelon asked Qwest to provide cost support for all interim rates. Qwest had claimed that its interim rates were “estimated TELRIC” but failed to provide any cost support for a number of rates. Eschelon proposes half of Qwest’s proposed rate as the interim rate.		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(v) Section 8.16 and subparts Collocation Decommission-ing	8.16.1 Additional Labor Other – Basic <u>\$26.60</u> 8.16.2 Additional Labor Other – Overtime <u>\$35.50</u> 8.16.3 Additional Labor Other – Premium <u>\$44.42</u> 8.16.4 Additional Dispatch <u>\$128.56</u>	Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>Eschelon asked Qwest to provide cost support for all interim rates. Qwest had claimed that its interim rates were “estimated TELRIC” but failed to provide any cost support for a number of rates.</p>		
<p>Issue 22-90(w) Section 8.17.1; 8.17.2 Joint Testing</p>	<p>8.17.1 Set-Up Fee (price contains a one hour set up fee) <u>\$40.96</u> 8.17.2 Test Time Fee, per Half Hour <u>\$20.48</u></p>	<p>Eschelon asked Qwest to provide cost support for all interim rates. Qwest had claimed that its interim rates were “estimated TELRIC” but failed to provide any cost support for a number of rates.</p> <p>Eschelon’s proposed rates come from Qwest’s Oregon negotiations template.</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>
<p>Issue 22-90(x) Sections 9.2.5.5.1.2; 9.2.5.5.2.2; 9.2.6.5.1.2; 9.2.6.5.2.2 Cooperative Testing</p>	<p>9.2.5.5.1.2 Mechanized <u>\$150.26</u> 9.2.5.5.2.2 Mechanized <u>\$121.94</u> 9.2.6.5.1.2 Mechanized <u>\$150.26</u> 9.2.6.5.2.2 Mechanized <u>\$121.94</u></p>	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		rates.		
Issue 22-90(y) Exhibit A Section 9.2.8 Private Line/Special Access to Unbundled Loop Conversion	9.2.8 Private Line/Special Access to Unbundled Loop Conversion <u>\$16.72</u>	Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22-90(z) Exhibit A Sections 9.3.3.1.1; 9.3.3.2 9.3.3.3 and subparts; 9.3.3.4 and subparts ; Subloop	9.3.3.1.1 Manual Footnote <u>1</u> , 13 9.3.3.2 Mechanized Footnote <u>1</u> <u>9.3.3.3 Dispatch First</u> <u>9.3.3.3.1 Manual \$43.48</u> <u>Footnote C, 13</u> <u>9.3.3.3.2 Mechanized \$32.37</u> <u>Footnote C</u> <u>9.3.3.4 Dispatch Each Additional</u>	The Commission previously approved rates to apply to "Dispatch." Despited being Commission approved rates, Qwest has decided that it no longer wants to offer this option to Eschelon and proposes removing this option from the ICA and Exhibit A. In addition Qwest proposes to use the rates that were approved for Dispatch and apply them to the "No Dispatch" situation. Qwest did not provide cost studies to support this rate		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
dispatch / FCP Set-up	9.3.3.4.1 Manual \$43.48 Footnote C, 13 9.3.3.4.2 Mechanized \$32.37 Footnote C	structure and this structure has not been approved by the Commission. Eschelon is willing to accept these rate		
Issue 22- 90(aa) Section 9.6.11 and subparts; 9.6.12 UDITs & Conversions	9.6.11 UDIT Rearrangement 9.6.11.1 DS0 Single Office \$122.25 9.6.11.2 DS0 Dual Office \$127.98 9.6.11.3 High Capacity, Single Office \$145.05 9.6.11.4 High Capacity, Dual Office \$151.17 9.6.12 Private Line/Special Access to UDIT Conversion \$66.70 9.23.6.5 Private Line/Special Access to LMC Conversion \$16.72 9.23.7.6 Private Line/Special Access to EEL Conversion \$16.72	Eschelon adjusted Qwest's cost study to make it consistent with the Commission's decisions in the UT- 138/139 case. There are no Commission ordered rates for this element to be used as a comparison.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.
Issue 22- 90(ab) Section 9.7 and subparts	9.7.1.1 Simple \$135.57 9.7.1.2 Complex \$169.70 9.7.4.1.1 Order Charge, per First Strand/Route/Order \$373.22	Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time,

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Unbundled Dark Fiber (UDF)</p>	<p>9.7.4.1.2 Order Charge, Each Additional Strand/Route/Order <u>\$187.08</u> 9.7.5.1.1 Order Charge, per First Pair/Route/Order <u>\$373.22</u> 9.7.5.1.2 Order Charge, Each Additional Pair/Route/Order <u>\$187.08</u> 9.7.4.1.4 Termination, per Strand/Office <u>\$4.01</u> 9.7.4.1.5 Fiber Cross-Connect, per Strand <u>\$1.84</u> <u>\$11.65</u> 9.7.5.1.5 Fiber Cross-Connect, per Pair <u>\$3.55</u> <u>\$11.65</u> 9.7.6 Dark Fiber Splice <u>\$565.67</u></p>	<p>flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p> <p>For 9.7.4.1.4: Eschelon Asked Qwest to provide cost support for all interim rates. Qwest had claimed that its interim rates were “estimated TELRIC” but failed to provide any cost support for a number of rates.</p> <p>In computing the average, Eschelon used both ordered and Qwest proposed rates in other states.</p>		<p>Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>
<p>Issue 22-90(ac) Exhibit A Section 9.20 and subparts Miscellaneous Charges</p>	<p>9.20.1.1 Additional Engineering – Basic <u>\$30.91</u> 9.20.1.2 Additional Engineering – Overtime <u>\$38.22</u> 9.20.2.1 Additional Labor Installation – Overtime <u>\$8.89</u> 9.20.2.2 Additional Labor</p>	<p>Qwest’s proposed interim rates do not incorporate prior Commission cost case decisions. Qwest’s cost studies do not incorporate the Commission’s decisions regarding flow through or activity time estimates. Qwest’s proposed rates are typically well in excess of the</p>		<p>Qwest’s rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>Installation – Premium <u>\$17.57</u></p> <p>9.20.3.1 Additional Labor Other – (Optional Testing) Basic <u>\$\$26.94</u></p> <p>9.20.3.2 Additional Labor Other – (Optional Testing) Overtime <u>\$35.98</u></p> <p>9.20.3.3 Additional Labor Other – (Optional Testing) – Premium <u>\$45.03</u></p> <p>9.20.4.1 Testing and Maintenance – Basic <u>\$28.62</u></p> <p>9.20.4.2 Testing and Maintenance – Overtime <u>\$35.72</u></p> <p>9.20.4.3 Testing and Maintenance – Premium <u>\$47.83</u></p> <p>9.20.5.1 Maintenance of Service – Basic <u>\$25.94</u></p> <p>9.20.5.2 Maintenance of Service – Overtime <u>\$35.98</u></p> <p>9.20.5.3 Maintenance of Service – Premium <u>\$45.03</u></p> <p>9.20.6.1 Additional Cooperative Acceptance Testing – Basic <u>\$28.62</u></p> <p>9.20.6.2 Additional Cooperative Acceptance Testing – Overtime <u>\$35.72</u></p> <p>9.20.6.3 Additional Cooperative Acceptance Testing – Premium <u>\$47.83</u></p>	<p>rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.</p>		<p>agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	9.20.9 Additional Dispatch <u>\$63.63</u>			
Issue 22-90 (ad) Section 9.23.7; 9.23.7.11.1; 9.23.7.11.2 and subparts EELs	9.23.7.1.1.1 First <u>\$117.98</u> 9.23.7.1.1.2 Each Additional <u>\$86.40</u> 9.23.7.2.1.1 First <u>\$117.98</u> 9.23.7.2.1.2 Each Additional <u>\$86.40</u> 9.23.7.3.1.1 First <u>\$140.02</u> 9.23.7.3.1.2 Each Additional <u>\$103.65</u> 9.23.7.4.1.1 First <u>\$148.53</u> 9.23.7.4.1.2 Each Additional <u>\$112.75</u> 9.23.7.11.1 DS0 Low Side channelization <u>\$10.89</u> 9.23.7.11.2 DS1/DS0 Low side Channelization <u>\$7.09</u> 9.6.7.1 DS0 Low Side Channelization <u>\$10.89</u>	Qwest's proposed interim rates do not incorporate prior Commission cost case decisions. Qwest's cost studies do not incorporate the Commission's decisions regarding flow through or activity time estimates. Qwest's proposed rates are typically well in excess of the rates ordered by Commissions in other Qwest states. In many circumstances, Eschelon proposes to use the average of Commission ordered rates in other Qwest states in place of Qwest proposed interim rates.		Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 22-90 (ae)</p> <p>Exhibit A Sections 10.7.12; 10.7.12.1</p> <p>Innerduct/ Microduct Occupancy Fee</p>	<p>10.7.12 Innerduct Occupancy Fee, per Linerar Foot, per Year <u>\$0.3102</u></p> <p>10.7.12.1 Microduct Occupancy Fee, per Microduct, per Foot, per Year <u>\$0.2645</u></p>	<p>For 10.7.12: This rate is determined based on an FCC cost methodology. Qwest did not supply the cost support for its proposal, only the rate. Eschelon's proposed rate is based on the average of Qwest's proposed rate in four other states. In these four states, Eschelon is not challenging Qwest's proposed innerduct rate. Eschelon will agree to a rate based upon the FCC methodology, provided that rate is current and Eschelon is able to review the cost support.</p> <p>For 10.7.12.1: Qwest did not provide cost support for the innerduct rate in Oregon, however, Qwest did supply a cost study in Arizona that contained some Oregon data. Eschelon adjusted the Arizona study to make it reflective of conditions in Oregon. An input to this rate element is the innerduct rate. Eschelon used its proposed innerduct rate in this cost study. Any updates to the innerduct rate will require an adjustment to the</p>		<p>Qwest's rates should not be resolved in an arbitration proceeding but should be resolved for all CLECs as a part of a single generic proceeding. Until that time, Eschelon should be required to pay the same rates that other CLECs pay who enter into interconnection agreements and receive these services from Qwest.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		microduct rate.		
Issue 24-91 Intentionally Left Blank				
INTER- CONNECTI ON ENTRANCE FACILITY				
Issue 24-92 Section 24.1.2.2 Interconnect on Entrance Facility	24.1.2.2 When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. Entrance Facilities and Mid-Span Meet POI are not available for Commingling. See Sections 7.1.2.1 and 7.1.2.5	The issues that Qwest attempts to address in its proposed Section 24.1.2.2 are more completely and more appropriately dealt with in Sections 7.1.2.1 and 7.1.2.5 of the ICA, which contain language that has been agreed to between the parties. Those sections in Section 7 fully address interconnection through Entrance Facilities and Mid-Span Meets. Thus, Section 24.1.2.2 is, at best, redundant and, at worst, creates potential ambiguities that could give rise to future disputes. This is an interconnection issue that, as a matter of overall structure of the contract, is more appropriately dealt with in Section 7, which contains terms relating to interconnection, than in Section 24, which contains terms relating to commingling. Including these terms in Section 7 is	<u>24.1.2.2 When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. Entrance Facilities and Mid-Span Meet POI are not available for Commingling. See Sections 7.1.2.1 and 7.1.2.5</u>	In the <i>TRO</i> , the FCC established that the dedicated transport ILECs are required to unbundle is limited to transmission facilities within an ILEC's network that run between ILEC switches. <i>TRO</i> , ¶ 366. Consistent with this ruling, any facilities that Qwest may provide for local interconnection cannot be used to obtain access to UNEs or for commingling. Without a restriction on the use of interconnection entrance facilities and mid-span meets, Eschelon could circumvent the FCC's ruling establishing that the dedicated transport ILECs are required to unbundle is limited to transmission facilities within an ILEC's network that run between ILEC switches.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>also more consistent with the <i>TRO</i>, where the impairment analysis applicable to entrance facilities and interconnection facilities is discussed by the FCC in the context of access to UNEs, not in the portion of the order that addresses commingling. <i>See TRO</i> at ¶ 365. All of the issues and concerns that the FCC deals with in the <i>TRO</i> are addressed in the agreed upon language in Sections 7.1.2.1 and 7.1.2.5.</p>		
<p>Section 24.3.2 – <i>See</i> Issue 9-58(e) (Section 9.23.4.4.3.1) <i>above</i></p>				
<p>Section 24.4 and subparts – <i>See</i> Issue 9-61 (Section 9.23.9) <i>above</i></p>				
<p>Exhibit A Section 8.1.1.2 - <i>see</i> Issue 22-90(b) <i>above</i></p>				
<p>Exhibit A Section</p>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
8.1.2.2, 8.1.2.3 and 8.1.2.4 - <i>see</i> Issue 22- 90(c) <i>above</i>				
Exhibit A Section 8.1.5 and subparts <i>see Issue 22- 90 (d) above</i>				
Exhibit A Section 8.1.8 and subparts <i>see Issue 22- 90(e) above</i>				
Exhibit A Section 8.1.9.2 <i>see</i> Issue 22- 90(f) <i>above</i>				
Exhibit A Section 8.1.12 <i>see</i> Issue 22- 90(g) <i>above</i>				
Exhibit A Section 8.1.14 <i>see</i> Issue 22- 90(h) <i>above</i>				
Exhibit A				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Section 8.1.16 <i>see</i> Issue 22- 90(j) <i>above</i>				
Exhibit A Section 8.2.1.1 <i>see</i> Issue 22- 90(k) <i>above</i>				
Exhibit A Section 8.3.1.1; 8.4.1.1; 8.15.4.1; 8.15.4.2 <i>see</i> Issue 22- 90(l) <i>above</i>				
Exhibit A Section 8.6.1.2; 8.6.1.3.1; 8.6.2.2.2; 6.6.2.2.3.1; 8.6.2.2.3.1 <i>see</i> Issue 22- 90(n) <i>above</i>				
Exhibit A Section 8.7.2.1; 8.7.2.2; 8.7.2.3 <i>see</i>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 22-90(o) <i>above</i>				
Exhibit A Sections 8.7.3.1; 8.7.3.2 and 8.7.3.3 <i>see</i> Issue 22-90 (p) <i>above</i>				
Exhibit A Section 8.7.4 <i>See</i> Issue 22-90(q) <i>above</i>				
Exhibit A Section 8.8 and subparts <i>see</i> Issue 22-90(r) <i>above</i>				
Exhibit A Section 8.12 and subparts <i>see</i> Issue 22-90(s) <i>above</i>				
Exhibit A Section 8.13 and subparts <i>see</i> Issue 22-90(t) <i>above</i>				
Exhibit A Section 8.15.2 and				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
subparts <i>see</i> Issue 22- 90(u) <i>above</i>				
Exhibit A Section 8.16 and subparts <i>see</i> Issue 22- 90(v) <i>above</i>				
Exhibit A Section 8.17.1; 8.17.2 <i>see</i> Issue 22- 90(w) <i>above</i>				
Exhibit A Section 9.2.5.5.1.2; 9.2.5.5.2.2; 9.2.6.5.1.2; 9.2.6.5.2.2 <i>see</i> Section 22-90(x) <i>above</i>				
Exhibit A Section 9.2.8 <i>See</i> Issue 22- 90(y) <i>above</i>				
Exhibit A Section 9.3.3.1.1;				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
9.3.3.2; 9.3.3.3 and subparts and 9.3.3.4 and subparts <i>see</i> Issue 22- 90(z) <i>above</i>				
Exhibit A Section 9.6.7; 9.6.121 and subparts; 9.6.12; 9.23.6.5; 9.23.7.6 <i>See</i> Issue 22- 90(z) <i>above</i>				
Exhibit A Section 9.7 and subparts <i>see</i> Issue 22- 90(aa) <i>above</i>				
Exhibit A Section 9.20.1 through 9.20.10 <i>see</i> Issue 22-90 (ab) <i>above</i>				
Exhibit A Section 9.20.11 <i>see</i>				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Issue 4-5(c) <i>above</i>				
Exhibit A Section 9.20.12 <i>see</i> Issue 12- 67(g) <i>above</i>				
Exhibit A Section 9.23.7 <i>see</i> Issue 22-90 (ac) <i>above</i>				
For Exhibit A, Section 9.20.11 and subparts – <i>see</i> – Issue 4- 5(c) <i>above</i>				
For Exhibit A, Section 9.20.12 – <i>see</i> – Issue 12-67 (g)				
For Exhibit A, Section 9.23.7. and subparts – <i>see</i> – (Issue 9-61 (c) (Sections 9.23.9 [24.4.]				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
of ICA) <i>above</i>				
Exhibit A; Sections 10.7.12; 10.7.12.1 – see Issue 22- 90(ad) <i>above</i>				
EXHIBIT C				
Exhibit C, 2.0 Rearrangeme nt – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
Exhibit C,6.0– <i>See</i> Issue 9-61 (Sections 9.23.9 [24.4] of ICA) <i>above</i>				
Exhibit C, 9.0 (LIS Trunking) – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
EXHIBIT I				

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
Exhibit I – See Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
EXHIBITS N & O				
Exhibits N & O – See Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
POTEN- TIALY STAYED ISSUES	POTENTIALLY STAYED ISSUES	POTENTIALLY STAYED ISSUES	POTENTIALLY STAYED ISSUES	POTENTIALLY STAYED ISSUES
Issue 9-37 Sections 9.1.13.3 See subparts to Issue 9-37 (a) & Issue 9- 37 (b) for related issues in 9.1.14.4 & 9.1.15.1 Wire Center List	<u>9.1.13.3 If the Commission conducts a proceeding(s) to consider which Qwest Wire Centers satisfy the Wire Center thresholds described in Sections 9.2.1.3 and 9.2.1.4 or the Tier Wire Center designations described in Sections 9.6.2 and 9.7.1.2 and, as a result, identifies and approves non-impaired Wire Centers satisfying such criteria, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit in such Wire Centers when the Wire Center is</u>	<i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i> In the TRRO, the FCC determined impairment for unbundled access to high capacity loops and transport on a wire center basis, using the	<u>9.1.13.3 As part of the reasonably diligent inquiry described in Section 9.1.13, CLEC shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 9.2.1.3, 9.2.1.3.2, 9.2.1.4 and 9.2.1.4.2 that a requested unbundled DS1, DS3 or Dark Fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable</u>	Paragraph 234 of the FCC's Triennial Review Remand Order ("TRRO") requires that before submitting an order for DS1, DS3 or dark fiber transport or for a high-capacity loop, a CLEC must make a reasonably diligent inquiry to determine if it is entitled to unbundled access to a transport circuit or a loop in a particular wire center. Qwest's lists of non-impaired wire centers, which are developed using the data specified by the FCC in the TRRO, are based on objective and readily obtainable

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>identified on the applicable Commission-approved list. CLEC will transition such UNEs impacted by the Commission-approved list as described in Section 9.1.14.</u></p>	<p>number of business lines and fiber-based collocators as the criteria for determining whether competition would be impaired without access to high capacity loops and transport in a particular wire center. TRRO ¶ 146, 155, 166, 174, 178, 182, and 195. Pursuant to the rules set out in the TRRO, the CLEC must “undertake a reasonably diligent inquiry” into whether high capacity loops and transport meet these criteria and then must self-certify to the ILEC that the CLEC is entitled to unbundled access. TRRO ¶ 234. Based upon such self-certification by the CLEC, the ILEC must “immediately process” the UNE order and then may subsequently bring a dispute before the state commission or other authority if it contests the CLEC’s right to unbundled access. <i>Id.</i> Eschelon and a number of CLECs have expressed concern regarding the lack of information to verify the accuracy of Qwest’s identification of “unimpaired” wire centers and, at the request of those CLECs, the Commission has now commenced an investigation of this issue. <i>See In the Matter of Covad</i></p>	<p><u>non-impairment threshold specified in Section 9.6.2.2.1, 9.6.2.2.2, 9.6.2.3.1, 9.6.2.3.2, and 9.7.1.2.1.</u></p>	<p>facts relating to whether there is impairment in a wire center. As part of its mandatory "reasonably diligent inquiry," Eschelon should be required to rely upon these lists. Under its proposal, Eschelon would not be required to consult these lists and would improperly limit its "reasonably diligent inquiry" to whether a wire center is on a Commission-approved list of non-impaired wire centers. This could result in Eschelon submitting orders for transport and loop UNEs despite the existence of facts demonstrating an absence of impairment in a wire center.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	ESCHELON POSITION⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p><i>Communications Company, Eschelon Telecom or Oregon, Inc., Integra Telecom or Oregon, Inc., McLeodUSA Telecommunications Services, Inc., and XO Communications Services, Inc. Request for Commission Approval of Non-Impairment Wire Center List, (OR Wire Centers) Docket Number UM 1251. To the extent that proceeding does not fully resolve all issues regarding the application of the FCC’s impairment analysis, those issues will need to be arbitrated in this proceeding. Eschelon has proposed contract language to give effect to the FCC’s wire center impairment rules. Eschelon opposes Qwest’s language, which would violate Eschelon’s obligation to conduct a reasonable diligent inquiry by requiring Eschelon to rely upon the unverified assertions of its major vendor/competitor instead of conducting the type of inquiry being conducted in the wire center proceeding. Qwest’s language raises the very same concerns that led the Commission to commence its wire center impairment investigation. CLECs should not</i></p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		have to “take on faith” Qwest’s identification of unimpaired wire centers.		
Issue 9-37 (a) Section 9.1.14.4 Wire Center List - Additional Non- Impaired Wire Centers (1 of 2 issues in Section 9.1.14.4 1 For 2 nd issue, see Section 9.1.14.4 below)	<u>9.1.14.4 – Disputed portion (issue 1):</u> Qwest Commission adds the Wire Center(s) to the Wire Center list <u>described in Section 9.1.13.3.</u> <u>9.1.14.4 – Entire provision:</u> 9.1.14.4 Additional Non-Impaired Wire Centers. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest Commission adds the Wire Center(s) to the Wire Center list <u>described in Section 9.1.13.3.</u> Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DSL	See discussion of Section 9.1.13.3.	<u>9.1.14.4 – Disputed portion (issue 1):</u> Qwest Commission adds the Wire Center(s) to the Wire Center list, <u>described in Section 9.1.13.3;</u> <u>9.1.14.4 – Entire provision:</u> 9.1.14.4 Additional Non-Impaired Wire Centers. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest Commission adds the Wire Center(s) to the Wire Center list, <u>described in Section 9.1.13.3;</u> Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. <u>CLEC will have ninety</u>	Qwest will update its list of non-impaired wire centers to the extent that additional wire centers meet the FCC's <i>TRRO</i> criteria in the future. The FCC has emphasized that the rules in the <i>TRRO</i> are self-effectuating, and that “our unbundling rules are designed to remove unbundling obligations over time.” <i>TRRO</i> , at ¶ 3. Thus, going forward, if updates to the list of non-impaired wire centers are required, Qwest will update the list of non-impaired wire centers using the same counting methodologies endorsed by the FCC. To update lists of wire centers, Qwest proposes a single, unified process that includes Commission involvement and approval. The proceeding should be narrowly focused and should not be prolonged or used as a means for delay. Qwest would file the updates to the wire center list with the Commission and provide notice to all CLECs through the Qwest/CLEC Change Management

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p>and DS3 UNEs to an alternative service. CLEC will have <u>twelve (12) months to transition DS1 and DS3 UNEs and</u> one hundred eighty (180) Days to transition and Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.</p>		<p><u>(90) Days to transition existing DS1 and DS3 UNEs to an alternative service.</u> -CLEC will have twelve (12) months to transition DS1 and DS3 UNEs and one hundred eighty (180) Days to transition and Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.</p>	<p>Process notification process that an additional wire center is non-impaired. Parties would then have 30 days to raise objections to the Commission, and if no objections are raised, the updated wire center list would be deemed approved through operation of law.</p>
<p>Issue 9-37 (b) Section 9.1.15.1 Wire Center List - Change in UNE status</p>	<p>9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data, <u>including the data described in Section 9.1.13.4.1.2</u> to enable CLEC to identify and agree upon any impacted facility(ies). <u>If the Commission has not conducted a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3 or otherwise approved a list of non-impaired Wire Centers, Qwest shall, upon request, provide at least the data described in Section 9.1.13.4.1.2 to CLEC with Qwest's notice.</u> If the Parties do not reach agreement,</p>	<p>See discussion of Section 9.1.13.3.</p>	<p>9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data, <u>including the data described in Section 9.1.13.4.1.2</u> to enable CLEC to identify and agree upon any impacted facility(ies). If the Commission has not conducted a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3 or otherwise approved a list of non-impaired Wire Centers, Qwest shall, upon request, provide at least the data described in Section 9.1.13.4.1.2 to CLEC with Qwest's notice. If the Parties do not reach agreement,</p>	<p>Qwest will update its list of non-impaired wire centers to the extent that additional wire centers meet the FCC's <i>TRRO</i> criteria in the future. The FCC has emphasized that the rules in the <i>TRRO</i> are self-effectuating, and that "our unbundling rules are designed to remove unbundling obligations over time." <i>TRRO</i>, at ¶ 3. Thus, going forward, if updates to the list of non-impaired wire centers are required, Qwest will update the list of non-impaired wire centers using the same counting methodologies endorsed by the FCC. To update lists of wire centers, Qwest proposes a single, unified process that includes Commission involvement and approval. The</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.		Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.	proceeding should be narrowly focused and should not be prolonged or used as a means for delay. Qwest would file the updates to the wire center list with the Commission and provide notice to all CLECs through the Qwest/CLEC Change Management Process notification process that an additional wire center is non-impaired. Parties would then have 30 days to raise objections to the Commission, and if no objections are raised, the updated wire center list would be deemed approved through operation of law.
Issue 9-38 Section 9.1.13.4 and subparts Processing of High Capacity Loop and Transport Requests	9.1.13.4 Upon receiving such a request for access to a <u>High Capacity Loop or high capacity transport UNE</u> , Qwest must immediately process the request. <u>Qwest shall not prevent order submission and/or order processing (such as via a system edit or by requiring affirmation of the information in the self-certification letter through remarks in the service request or through other means) for any such facility, unless the Parties</u>	<i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i> Agreed upon language in Section 9.1.13 describes the requirements	9.1.13.4 Upon receiving a request for access to a <u>high capacity Dedicated Transport or High Capacity Loop UNE or High Capacity EEL that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order</u> , Qwest must immediately process the request. <u>Qwest shall not prevent order submission and/or order processing (such as via a system edit or by requiring</u>	Per paragraph 234 of the <i>TRRO</i> , Eschelon has an obligation to determine that any high-capacity transport or a high-capacity loops it orders from Qwest meet the impairment criteria in the <i>TRRO</i> . Qwest's proposal incorporates that obligation, but Eschelon's proposal does not. Eschelon's proposal could result in Eschelon ordering and receiving transport and loop UNEs despite the existence of facts demonstrating an absence of

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>agree otherwise in writing. The Parties agree that, no later than thirty (30) Days after the Effective Date of this Agreement, they will meet to commence discussions (potentially with other CLECs as well) regarding potential processes and/or system modifications to allow Qwest, on mutually agreeable terms, to reject orders for unbundled High Capacity Loops and/or high capacity transport in Wire Centers on the Commission approved Wire Center list described in Section 9.1.13.3 that meet the criteria in this Agreement for non-impaired status. If the Parties reach agreement, this Agreement will be amended pursuant to Section 5.30 to reflect the terms agreed upon.</u></p>	<p>for ordering high capacity loops and transport. Section 9.1.13.4 provides that upon receiving “such” a request, Qwest must immediately process the request, as required in the <i>TRRO</i>, ¶ 234. Use of “such” incorporates the agreed upon terms of Section 9.1.13 without having to repeat them. While it may seem obvious that “immediate” processing of a request requires processing the order and not rejecting it, Qwest has already initiated a Change Request through its Change Management Process to implement a systems change to block CLEC orders, even when CLECs have self-certified, if Qwest unilaterally determines a wire center is non-impaired. [See Qwest CR #SCR083005-01 (currently in deferred status).] Whether blocking orders in these circumstances is ever appropriate may be decided by this Commission in the wire center proceeding, but at a minimum it should not be allowed without Eschelon’s agreement in writing. Consistent with the FCC’s unequivocal requirement that Qwest immediately process such requests, Qwest also cannot delay or forego</p>	<p>affirmation of the information in the self-certification letter through remarks in the service request or through other means) for any such facility, unless the Parties agree otherwise in writing. The Parties agree that, no later than thirty (30) Days after the Effective Date of this Agreement, they will meet to commence discussions (potentially with other CLECs as well) regarding potential processes and/or system modifications to allow Qwest, on mutually agreeable terms, to reject orders for unbundled High Capacity Loops and/or high capacity transport in Wire Centers on the Commission approved Wire Center list described in Section 9.1.13.3 that meet the criteria in this Agreement for non-impaired status. If the Parties reach agreement, this Agreement will be amended pursuant to Section 5.30 to reflect the terms agreed upon.</p>	<p>impairment in a wire center. In addition, Eschelon's proposal assumes incorrectly that Qwest can only reject orders and implement processes for rejecting orders if the parties reach agreement on those issues. Qwest's rights and obligations relating to these issues are governed by law and are dependent upon the parties reaching agreement.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		its response by requiring the CLEC to affirm information that it has already provided in the self-certification letter (such as in remarks that must be manually typed on each service order, which adds work and time to the ordering process). Although the Commission may decide some of these issues in the wire center proceeding, the latter issue may not be addressed there.		
Issue 9-39 Section 9.1.13.4.1.2 and subparts (except for Caps) Review of Wire Center list	9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. <u>If the Commission has not conducted such a proceeding or otherwise approved a list of non-impaired Wire Centers,⁹ the Parties will follow the procedures described in this Section. This provision is not intended to eliminate or reduce the</u>	<i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i> The wire center proceedings are just beginning in the various states and will not result in state commission orders for many months. Eschelon therefore reasonably provides	9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. If the Commission has not conducted such a proceeding or otherwise approved a list of non-impaired Wire Centers, the Parties will follow the procedures described in this Section. Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute	Per paragraph 234 of the TRRO, Eschelon has an obligation to determine that any high-capacity transport or a high-capacity loops it orders from Qwest meet the impairment criteria in the TRRO. Eschelon's proposal relating to the information it would obtain from Qwest when the parties disagree about whether there is impairment would improperly require Qwest to provide large amounts of information that Eschelon does not need to conduct an evaluation of impairment. As Qwest will explain as this proceeding progresses, the detailed information Eschelon is

⁹ Unlike caps, other issues are deferred until later in this proceeding. If this provision is narrowed to caps or otherwise changed as a result of those issues, this section may need to be further adjusted to address which issues it does and does not cover. That portion of the language, however, has been deferred at this time.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>responsibilities of CLEC or Qwest under the Existing Rules. Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</u></p> <p><u>9.1.13.4.1.2.1 For Wire Centers:</u></p> <p><u>9.1.13.4.1.2.1.1 The number, for each Wire Center, of undisputed Fiber-Based Collocators (i.e., the Carrier has not indicated disagreement with Qwest's designation as a Fiber- Based</u></p>	<p>language setting out the procedures that parties will follow in the absence of a Commission wire center determination. Eschelon anticipates that the parties will cooperate to verify the information supporting a CLEC request for high capacity loop or transport when Qwest challenges the request. Eschelon's language also clarifies the information that Qwest must provide to allow CLECs to analyze Qwest's assessment of wire centers for non-impairment status and Qwest's count of loops for loop cap determination. Qwest, on the other hand, is silent on procedure, creating a serious gap in the absence of completed wire center determinations. Such silence is not necessary to avoid confusion if the Commission later determines its own procedure for wire center disputes; by its terms, Eschelon's proposal comes into play in the absence of such a Commission determination. Therefore, because the Commission has already commenced a wire center proceeding in Oregon, the open language may never apply at least as to the wire centers in issue</p>	<p>resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</p> <p>9.1.13.4.1.2.1 For Wire Centers:</p> <p>9.1.13.4.1.2.1.1 The number, for each Wire Center, of undisputed Fiber-Based Collocators (i.e., the Carrier has not indicated disagreement with Qwest's designation as a Fiber-Based Collocator); the total number of CLECs collocated in each Wire Center; and the date of each count; and</p> <p>9.1.13.4.1.2.1.2 The number, for</p>	<p>seeking relating to the CLEC circuits on individual routes is not needed for Eschelon to determine the number of circuits on a route. An obligation for Qwest to provide this information would impose significant burdens and costs without any compelling business justification.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>Collocator); the total number of CLECs collocated in each Wire Center; and the date of each count; and</u></p> <p><u>9.1.13.4.1.2.1.2 The number, for each Wire Center, of Business Lines, including a breakdown of Qwest business analog switched access lines, Qwest business digital switched access line equivalents by type of digital line (e.g., 64 Kbps, DS), business UNE Loops provided not in combination with other Unbundled Network Elements, the total number of lines of those identified pursuant to this Section that are served by remote Switch(es); and the date of each count.</u></p> <p><u>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</u></p>	<p>at the time. If there is no process for additions to the wire center list after that proceeding, this language could then apply to those additions. In any event, the terms of the language acknowledge that the Commission determination controls.</p> <p>See also discussion of Section 9.1.13.3.</p>	<p>each Wire Center, of Business Lines, including a breakdown of Qwest business analog switched access lines, Qwest business digital switched access line equivalents by type of digital line (e.g., 64 Kbps, DS), business UNE Loops provided not in combination with other Unbundled Network Elements, the total number of lines of those identified pursuant to this Section that are served by remote Switch(es); and the date of each count.</p> <p>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</p>	
Issue 9-40 Sections 9.1.13.5.2,	<p><u>9.1.13.5.2 Regarding nonrecurring charges, see Section 9.1.14.6.</u></p> <p><u>9.1.14.6 If CLEC converts a</u></p>	<p><i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center</i></p>	<p><u>9.1.13.5.2 CLEC is also responsible for all applicable non-recurring charges associated with the appropriate alternative service</u></p>	<p>When Eschelon converts from a UNE to a tariffed alternative service arrangement, Qwest is entitled to charge a tariffed non-recurring rate</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>9.1.15.2.1</p> <p>NRCs for Conversions</p>	<p><u>facility to a Qwest-provided analogous or alternative service arrangement pursuant to a Section 9.1.14 transition, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without amendment of this Agreement.</u></p> <p><u>9.1.15.2.1 If CLEC converts a facility to a Qwest-provided analogous or alternative service arrangement pursuant to Section 9.1.15, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without</u></p>	<p><i>proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i></p> <p>Exhibit A provides a Commission-approved non-recurring rate for a conversion from private line/special access to a UNE. Eschelon’s language would establish the Commission-approved charge for a private line/special access conversion to a UNE as the interim rate for a conversion from a UNE to private line/special access, while reserving the Parties rights to argue for a different rate in the wire center proceeding, where that issue is being addressed. The process is similar enough that use of the approved rate for this UNE conversion is reasonable. In the event the Commission approves a new rate for this conversion, the new Commission-approved charge will serve as the applicable rate per that Commission order.</p> <p>Qwest states that the CLEC will be responsible for applicable non-</p>	<p><u>arrangements.</u></p> <p><u>9.1.14.6 CLEC is also responsible for all applicable non-recurring charges associated with the applicable alternative</u></p> <p><u>9.1.15.2.1 CLEC is responsible for all applicable nonrecurring charges associated with the applicable alternative service arrangements.</u></p>	<p>for the conversion. Eschelon has other non-Qwest service options available when it is required to convert UNE. If it voluntarily chooses to obtain an alternative service from Qwest after a conversion, Qwest is not required to charge a UNE rate for the conversion and, instead, is permitted to assess a non-recurring charge. Qwest is entitled to recover its design change charge as an NRC for conducting the work associated with a conversion that Eschelon requests. Requiring a TELRIC rate for an NRC for a <i>tariffed interstate</i> private line service would be an inappropriate application of TELRIC rates and would be outside the scope of this Commission’s jurisdiction. Nonrecurring TELRIC charges should only apply to <i>UNEs</i>, and <i>not</i> to a tariffed private line service.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
	<p><u>amendment of this Agreement.</u></p>	<p>recurring charges associated with the appropriate alternative service arrangement. This proposal is both misplaced and vague. The UNE rate, not the associated special access rate, should apply to a process that is clearly UNE-centered. Section 252, including its cost provisions and its provisions giving authority to the Commission to decide these issues, applies to conversions away from UNEs. In the Verizon arbitration, for example, the ALJ found that “the Commission specifically provided that the parties address through the Section 252 process the transition away from provisioning elements on an unbundled basis that the FCC has determined are no longer required to be unbundled.” (See Verizon WA ALJ Arbitration Order, ¶105, citing <i>TRO</i>, ¶¶ 700, 701; <i>TRRO</i>, ¶ 142 n.399, ¶ 198 n.524, ¶ 228 n.630, ¶ 233.) Furthermore, Qwest’s language fails to identify what the “applicable” non-recurring charge would be, which alternative service arrangements are “appropriate,” or how such determinations would be made or implemented. Qwest’s</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		proposal should be rejected in favor of interim application of the Commission-approved non-recurring UNE rate, until such time as the Commission may approve a new rate for this circumstance.		
Issue 9-41 Section 9.1.14.4 Length of time period (2 of 2 issues in Section 9.1.14.4 ; For 1 st issue, see Section 9.1.13.3 above)	9.1.14.4 . . . CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition <u>DS1 and DS3 UNEs and</u> Dark Fiber transport to an alternative service.	<p><i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i></p> <p>Eschelon has proposed that it have 1 year to transition DS1 and DS3 loops and 180 days to transition transport and Dark Fiber transport from UNEs to an alternative service. Although the parties agree that Dark Fiber transport should be subject to a 180 day transition period, Qwest has proposed that Eschelon have only 90 days to build facilities or otherwise transition high capacity loops and transport. Eschelon’s proposal is consistent with the transition scheme</p>	9.1.14.4 . . . <u>CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service.</u> CLEC will have one hundred eighty (180) Days to transition <u>DS1 and DS3 UNEs</u> and Dark Fiber transport to an alternative service.	The Transition periods Eschelon is proposing are not supported by the TRRO and would improperly permit Eschelon to pay rates based on UNE rates, instead of tariffed rates, for extended periods in wire centers where there is no impairment.

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>announced by the FCC in its <i>TRRO</i>. Qwest’s proposed transition period is unreasonably short and should be rejected.</p> <p>In the <i>TRRO</i>, the FCC adopted transition periods that would govern the implementation of its impairment analysis. Under that plan, for wire centers determined pursuant to that analysis, to be “non-impaired,” CLECs would have twelve months from the Order’s effective date to transition its existing base of loops from, and transport between, such non-impaired wire centers. <i>TRRO</i> ¶¶ 142, 195. In adopting this twelve month transition period, the FCC noted it had previously proposed, in its Interim Order and NPRM, a six month transition period, but that a longer transition period of twelve months was necessary “for both competitive LECs and incumbent LECs to perform the tasks necessary to an orderly transition, including decisions concerning where to deploy, purchase or lease facilities.” <i>TRRO</i> ¶¶ 143, 196.</p>		

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
<p>Issue 9-42</p> <p>Section 9.1.14.4. 1 Rate During Time Period</p>	<p><u>9.1.14.4.1 For the 180-Day transition period, such facility(ies) that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to 115% of the UNE recurring rate the state Commission has established or establishes.</u></p>	<p><i>Note: Eschelon is willing to discuss deferment of this issue until later in this case if the Commission will address it in the wire center proceeding, provided that the issue is either resolved before the statutory nine-month deadline or that deadline is extended to allow a determination of ICA language as part of this arbitration.</i></p> <p>Eschelon proposes that, during the transition period, it pay a rate for the element that is 115% of the Commission-approved recurring UNE rate for the element. Qwest proposes that, for a period of 90 days, Eschelon would pay the Commission-approved UNE rate and, thereafter, would pay the full tariffed rate. Here, too, Eschelon’s proposal is more consistent with the transition scheme adopted by the FCC in the TRRO.</p> <p>In the TRRO, the FCC ruled that, during the transition period, the CLEC would pay a rate equal to 115% of the Commission-approved UNE rate for the element. In adopting this approach, the FCC found that “moderate price</p>	<p><u>9.1.14.4.1 CLEC is subject to back billing for the difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred-eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.</u></p>	<p>eschelon's proposals relating to the rates and the length of the period during which they would apply are not supported by the TRRO and would improperly permit Eschelon to pay rates based on UNE rates, instead of tariffed rates, for extended periods in wire centers where there is no impairment.</p>

Oregon Disputed Issues List – October 10, 2006 - Eschelon/Qwest ICA Negotiations
Docket Number _____

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	ESCHELON POSITION ⁴	QWEST PROPOSED LANGUAGE	QWEST POSITION
		<p>increases help ensure an orderly transition by mitigating the rate shock that could be suffered by competitive LECs if TELRIC pricing were immediately eliminated for these network elements, while at the same time, these price increases, and the limited duration of the transition (which will require current UNE purchasers to more quickly make these new service arrangements), provide sufficient protection for the interests of incumbent LECs in those situations where unbundling is not required.” <i>TRRO</i> ¶¶ 145, 198. The same reasoning should apply to transitional pricing when new wire centers are added to the non-impaired list. Eschelon’s proposed contract language essentially mirrors the FCC’s approach. Qwest’s proposal adopts the kind of “flash cut” approach that the FCC has cautioned may result in “rate shock” for CLECs. It is the Eschelon/FCC approach that best balances the competing interests of the parties.</p>		

**APPENDIX i to JOINT ISSUES MATRIX -
ACRONYMS USED IN ESCHELON'S POSITION STATEMENTS**

ACRONYM	MEANING
ADSL	Asymmetric Digital Subscriber Line
ALJ	Administrative Law Judge
ANSI	American National Standards Institute
ASR	Access Service Request
AT	Assist Ticket
BAN	Billing Account Number
BDFB	Battery Distribution Fuse Board
BFR	Bona Fide Request
BTN	Billing Telephone Number
CEMR	Customer Electronic Maintenance and Repair
CFA	Connecting Facility Assignment
CFR	Code of Federal Regulations
CKR	Circuit reference
CLEC	Competitive Local Exchange Carrier
CLLI Code	Common Language Location Identifier
CMP	Change Management Process
CNR	Customer Not Ready
CO	Central Office
CPMC	Collocation Project Management Center
CPAP	Colorado PAP
CSA	Contract Service Arrangements
CSR	Customer Service Records
DCS	Digital Cross-Connect System
DD	Due Date
DLR	Design Layout Record
DOC	Department of Commerce
DSL	Digital Subscriber Loop
EDI	Electronic Data Interchange
EEL	Extended Enhanced Loop
EICT	Expanded Interconnection Termination
EMI	Exchange Message Interface
EUC	End User Customer
FCC	Federal Communications Commission
FOC	Firm Order Confirmation
GUI	Graphical User Interface
ICA	Interconnection Agreement
ICB	Individual Case Basis
ID	Identification
IDLC	Integrated Digital Loop Carrier
ILEC	Incumbent Local Exchange Carrier
IMA	Interconnect Mediated Access
INA	Integrated Network Access
ISDN	Integrated Services Digital Network
ITP	Interconnection Tie Pair
LEC	Local Exchange Carrier
LIS	Local Interconnect Services

**APPENDIX i to JOINT ISSUES MATRIX -
ACRONYMS USED IN ESCHELON'S POSITION STATEMENTS**

ACRONYM	MEANING
LMC	Loop-Mux Combination
LNP	Local Number Portability
LOC	Location
LSR	Local Service Request
LSR ID	Local Service Request identification
LST	Line and Station Transfers
MEDIACC	Mediated Access
MTAS	Maintenance Tracking Administration System
MTE	Multi-tenant environment
MTE-POI	Multi-tenant environment Point of Interconnection
NC/NCI	Network Channel Codes/Network Channel Interface Codes
NDT	No Dial Tone
NEBS	Network Equipment Building System
NPRM	Notice of Proposed Rulemaking
NRC	Non-recurring charge
NTF	No trouble found
OBF	Order & Billing Forum
OSS	Operational Support Systems
PAP	Performance Assurance Plan
PCAT	Product Catalog
PIC	Primary Interexchange Carrier
PID	Performance Indicator Definitions
PLT	Private Line Transport
POI	Point of Interface, Point of Interconnection
POLR/ETC	Provider of Last Resort/ Eligible Telecommunications Carrier
PON	Purchase order number
POTS	Plain old telephone service
PSON	Pending Service Order Notification
QPF	Quote Preparation Fee
QPP	Qwest Platform Plus
RBAN	Reference Billing Account Number
SA	Special access
S&E	Service and Equipment
SGAT	Statement of Generally Available Terms
SICM	State Interconnect Manager
SIG	Service Interval Guide
SN	Service Name
SOP	Service order processor
SR	Special request
TELRIC	Total Element Long-Run Incremental Cost
TIC	Trouble isolation charge
TLA	Termination Liability Assessment
TRO	Triennial Review Order
TRRO	Triennial Review Remand Order
UCCRE	Unbundled Customer Controlled Rearrangement Element
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element

**APPENDIX i to JOINT ISSUES MATRIX -
ACRONYMS USED IN ESCHELON'S POSITION STATEMENTS**

ACRONYM	MEANING
UNE-P	Unbundled Network Elements-Platform
USOC	Universal Service Ordering Codes
USWC	US West Communications
WFA	Work Force Administration
WTN	Working Telephone Number

**APPENDIX ii to the JOINT ISSUE MATRIX -
FULL CITATIONS FOR THE SHORT FORMS USED IN
ESCHELON'S POSITION STATEMENTS**

["*ATI ICA*"] Interconnection Agreement between U S West Communications, Inc. and Advanced Telcom Group, Inc for Washington (October 26, 1998) (approved by the Oregon Public Utility Commission on November 20, 1998, as referenced in Docket No. 98-485) (currently in effect)

["*AZ 271 Order*"] Decision No. 66242, *In the Matter of U.S. WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996*, Docket No. T-00000A-97-0238

["*AZ 271 Staff Report*"] Staff's Final Report and Recommendation on July 30 – 31, 2002 Supplemental Workshop, *In The Matter Of Qwest Communication, Inc.'s Section 271 Application*, ACC Docket No. T-00000A-97-0238, (Report Two) (July 20, 2003)

["*AZ Cost Dockets*"]

Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02

Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02

Cost Docket T-00000A-00-0194 Phases II & IIA Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

["*CGE&Y Report*"] Qwest/Eschelon OP-5 Data Reconciliation Report, Arizona Corporation Commission §271 Test, Cap Gemini Ernst & Young (CGE&Y), Draft Version 2.0, Public Version, Oct. 24, 2002

["*CMP Document*"] Qwest Wholesale Change Management Document, available at http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc

["*CPNI Order*"] Order on Reconsideration and Petitions for Forbearance, FCC 99-223, CC Docket No. 96-149; Adopted August 16, 1999; Released September 3, 1999

["*FCC Forfeiture Order*"] Notice of Apparent Liability for Forfeiture, *In the Matter of Qwest Corporation Apparent Liability for Forfeiture*, FCC File No. EB-03-IH-0263 (March 11, 2004)

["*Local Competition Order*"] First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98, 95-185, 11 FCC Rcd 15499 (1996)

["*McLeod Brief*"] McLeodUSA's Opening Brief in Support of its Petition, *In re Petition of McLeodUSA Telecommunications Services, Inc., for Enforcement of Interconnection Agreement with Qwest Corporation*, Utah Docket No. 05-049-62 (April 19, 2005)

**APPENDIX ii to the JOINT ISSUE MATRIX -
FULL CITATIONS FOR THE SHORT FORMS USED IN
ESCHELON'S POSITION STATEMENTS**

[“MN ALJ 271 Order”] Findings of Fact, Conclusions of Law and Recommendations, *In the Matter of a Commission Investigation into Qwest’s Compliance with Section 271(c)(2)(B) of the Telecommunications Act of 1996; Checklist Items 1,2,4,5,6,11,13, and 14*, Docket No. P-421/CI-01-1371 (Sept. 16, 2003)

[“MN ALJ 271 OSS Order”] In the Matter of a Commission Investigation into Qwest’s Compliance with Section 271(c)(2)(B) of the Telecommunications Act of 1996; Checklist Items 1,2,4,5,6,11,13, and 14, Docket No. P-421/CI-01-1371 (Jan. 24, 2003)

[“MN 713 UNE Case – Qwest Application”] Qwest Corporation’s Application, *In the Matter of Qwest’s Application for Commission’s Review of Qwest’s TELRIC Rates Pursuant to 47 U.S. C. §251*, Docket No. P-421/AM-06-713, (May 16, 2006)

[“MN 616 Order”] Order Finding Service Inadequate and Requiring Compliance Filing, *In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures*, Docket No. P-421/C-03-616, (July 30, 2003)

[“MN 271 Cost Order”] Order Setting Prices and Establishing Procedural Schedule, *In the Matter of the Commission’s Review and Investigation of Qwest’s Unbundled Network Element (UNE) Prices*, Docket No. P-421/CI-01-1375 (October 2, 2002). *See, also*, Findings of Fact, Conclusions of Law, and Recommendation (August 2, 2002)

[“MN Winback Order”] Order Rejecting Win Back Tariff, *In the Matter of a Commission Investigation into the Issues Raised by New Access Communications Regarding the Application of Qwest’s Avoided Cost Discount to Its Win Back Tariff*, Docket No. P-421/CI-02-582 (Dec. 20, 2002)

[“MN Wire Centers”] *See In the Matter of CLEC’s Request for Commission Approval of ILEC Wire Center Impairment Analysis*, P-5692, 5340, 5643, 5323, 465, 6422/M-06-211

[“NY 271 Order”] Memorandum Opinion and Order, *In the Matter of the 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*, FCC 99-404, CC Docket No. 99-295 (rel. December 22, 1999) (citations omitted)

[“OR Wire Centers”] *See In the Matter of Covad Communications Company, Eschelon Telecom or Oregon, Inc., Integra Telecom or Oregon, Inc., McLeodUSA Telecommunications Services, Inc., and XO Communications Services, Inc. Request for Commission Approval of Non-Impairment Wire Center List*, UM 1251

[“Qwest CPAP Proposal”] Qwest’s Detailed Proposals, 3rd Year PAP Review, Appendix B, CO Docket No. 02M-259T (Sept. 12, 2005)

**APPENDIX ii to the JOINT ISSUE MATRIX -
FULL CITATIONS FOR THE SHORT FORMS USED IN
ESCHELON'S POSITION STATEMENTS**

[“*Second Report and Order*”] Second Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (July 8, 2004)

[“*Supplemental Order*”] Supplemental Order Clarification in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd 9587

[“*TRO*”] Report and Order and Order on Remand, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003), *vacated in part and remanded*, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir.), *cert. denied*, 125 S.Ct. 313, 316, 345 (2004)

[“*TRRO*”] Order on Remand, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313; CC Docket No. 01-338, FCC 04-290 (rel. February 4, 2005)

[“*Virginia Arbitration Order*”] Memorandum and Order, *In re Petition of WorldCom, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-28, 17 FCC Rcd 27039 (2002)

[“*Washington ALJ Report*”] Arbitrator’s Report and Decision, *In the Matter of the Petition for Arbitration of an Amendment to Interconnection Agreements of Verizon Northwest, Inc. with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Washington*, Docket No. UT-043013, Order No. 17 (July 8, 2005), *affirmed in relevant part in Commission’s Final Order Granting in Part, and Denying, in Part, Verizon’s Petition for Review; Denying AT&T’s Petition for Review; Affirming in Part, Arbitrator’s Report and Decision*, Order No. 18 (September 22, 2005)

[“*WA 271 Order*”] Twentieth Supplemental Order; Initial Order (Workshop Four): Checklist Item No. 4; Emerging Services, General Terms and Conditions, Public Interest, Track A, and Section 272, *In the Matter of the Investigation Into U S WEST COMMUNICATIONS, INC.’s Compliance With Section 271 of the Telecommunications Act of 1996 and In the Matter of U S WEST COMMUNICATIONS, INC.’s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996*, Washington Docket Nos. UT-003022 and UT-003040 (November 14, 2001)

[“*WaveSent Petition*”] Petition for Arbitration, *Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Qwest Corporation Pursuant to Section 252(b)*, Idaho Case No. GNR-T-04-06, Exhibit C (March 25, 2004)

EXHIBIT 4 – PROPOSED QWEST-ESCHELON INTERCONNECTION AGREEMENT

ARBITRATED AGREEMENT FOR
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY

QWEST CORPORATION

FOR

ESCHELON TELECOM OF OREGON, INC.

IN THE STATE OF OREGON

SHOWING RESOLVED AND UNRESOLVED ISSUES:

KEY: BLACK = CLOSED (RESOLVED); RED = DISPUTED (UNRESOLVED)*

Black text is closed and **red text is unresolved/open**, with status lines above the open provisions indicating which party is proposing the open modifications

EXAMPLE OF STATUS LINE DESCRIBING STATUS BEFORE PARAGRAPH SHOWING REDLINING:

“OPEN – Eschelon proposed; Qwest does not agree”

This status line means that the redlined changes to the paragraph reflect Eschelon’s proposed modifications. Eschelon’s proposal is the language with the modifications.

In this example, Qwest does not agree to the modifications. Qwest’s proposal is the language without Eschelon’s proposed modifications.

*When viewing the document electronically, to obtain the color red for disputed issues, you may need to go to Tools/Options/Track Changes and change from “by author” to “by color” (red).

ARBITRATED AGREEMENT FOR
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY

QWEST CORPORATION

FOR

ESCHELON TELECOM OF OREGON, INC.

IN THE STATE OF OREGON

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS	1
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION	5
SECTION 3.0 - CONTACT INFORMATION AND CLEC QUESTIONNAIRE	8
SECTION 4.0 - DEFINITIONS	10
SECTION 5.0 - TERMS AND CONDITIONS	31
5.1 GENERAL PROVISIONS	31
5.2 TERM OF AGREEMENT	32
5.3 PROOF OF AUTHORIZATION	32
5.4 PAYMENT AND DEPOSIT	32
5.5 TAXES	36
5.6 INSURANCE	37
5.7 FORCE MAJEURE	37
5.8 LIMITATION OF LIABILITY	38
5.9 INDEMNITY	39
5.10 INTELLECTUAL PROPERTY	40
5.11 WARRANTIES	42
5.12 ASSIGNMENT	42
5.13 DEFAULT	43
5.14 DISCLAIMER OF AGENCY	43
5.15 SEVERABILITY	44
5.16 NON-DISCLOSURE	44
5.17 SURVIVAL	46
5.18 DISPUTE RESOLUTION	46
5.19 CONTROLLING LAW	49
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	49
5.21 NOTICES	50
5.22 RESPONSIBILITY OF EACH PARTY	50
5.23 NO THIRD PARTY BENEFICIARIES	51
5.24 INTENTIONALLY LEFT BLANK	51
5.25 PUBLICITY	51
5.26 EXECUTED IN COUNTERPARTS	51
5.27 COMPLIANCE	51
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994	51
5.29 COOPERATION	51
5.30 AMENDMENTS	52
5.31 ENTIRE AGREEMENT	52
6.0 – RESALE	53
6.1 GENERAL TERMS	53
6.2 ADDITIONAL GENERAL TERMS	53
6.3 RATES AND CHARGES	57
6.4 ORDERING PROCESS	58
6.5 BILLING	59
6.6 MAINTENANCE AND REPAIR	60
7.0 - INTERCONNECTION	62
7.1 INTERCONNECTION FACILITY OPTIONS	62
7.2 MUTUAL EXCHANGE OF TRAFFIC	66

7.3	BILL AND KEEP AND LIS TRUNKING	78
7.4	ORDERING	82
7.5	JOINTLY PROVIDED SWITCHED ACCESS SERVICES	83
7.6	TRANSIT RECORDS	83
	SECTION 8.0 - COLLOCATION	85
8.1	DESCRIPTION	85
8.2	GENERAL TERMS	88
8.3	RATE ELEMENTS	118
8.4	ORDERING	128
8.5	BILLING	144
8.6	MAINTENANCE AND REPAIR	145
	SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS	147
9.1	GENERAL TERMS	147
9.2	UNBUNDLED LOOPS	161
9.3	SUBLOOP UNBUNDLING	186
9.4	INTENTIONALLY LEFT BLANK	197
9.5	NETWORK INTERFACE DEVICE (NID)	197
9.6	DEDICATED TRANSPORT	200
9.7	UNBUNDLED DARK FIBER (UDF) TRANSPORT AND UDF MULTI-TENANT ENVIRONMENT SUBLOOP	206
9.8	911 AND E911 CALL-RELATED DATABASES	212
9.9	UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE)	212
9.10	INTENTIONALLY LEFT BLANK	213
9.11	INTENTIONALLY LEFT BLANK	213
9.12	INTENTIONALLY LEFT BLANK	213
9.13	INTENTIONALLY LEFT BLANK	213
9.14	INTENTIONALLY LEFT BLANK	213
9.15	INTENTIONALLY LEFT BLANK	213
9.16	INTENTIONALLY LEFT BLANK	213
9.17	INTENTIONALLY LEFT BLANK	213
9.18	ADDITIONAL UNBUNDLED ELEMENTS	213
9.19	CONSTRUCTION CHARGES	213
9.20	INTENTIONALLY LEFT BLANK	214
9.21	LINE SPLITTING	214
9.22	INTENTIONALLY LEFT BLANK	218
9.23	COMBINATIONS	218
9.24	LOOP SPLITTING	236
	SECTION 10.0 - ANCILLARY SERVICES	241
10.1	RESERVED FOR FUTURE USE	241
10.2	LOCAL NUMBER PORTABILITY	241
10.3	911/E911 SERVICE	249
10.4	WHITE PAGES DIRECTORY LISTINGS	254
10.5	DIRECTORY ASSISTANCE	258
10.6	DIRECTORY ASSISTANCE LIST	261
10.7	TOLL AND ASSISTANCE OPERATOR SERVICES	264
10.8	ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY	268
	SECTION 11.0 - NETWORK SECURITY	281
	SECTION 12.0 – ACCESS TO OPERATIONAL SUPPORT SYSTEM (OSS)	286
12.1	GENERAL TERMS	286
12.2	PRE-ORDERING, ORDERING, AND PROVISIONING	294
12.3	ORDERING, PROVISIONING AND INSTALLATION	300

12.4	MAINTENANCE AND REPAIR	302
12.5	BILLING.....	313
12.6	ON-GOING SUPPORT FOR OSS	313
12.7	OSS RATE ELEMENTS	318
	SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS	319
	SECTION 14.0 - LOCAL DIALING PARITY.....	320
	SECTION 15.0 - QWEST DEX.....	321
	SECTION 16.0 - REFERRAL ANNOUNCEMENT.....	322
	SECTION 17.0 - BONA FIDE REQUEST PROCESS.....	323
	SECTION 18.0 - AUDIT PROCESS	326
	SECTION 19.0 - CONSTRUCTION CHARGES.....	329
	SECTION 20.0 - SERVICE PERFORMANCE	330
	SECTION 21.0 – CONNECTIVITY BILLING, RECORDING, AND EXCHANGE OF INFORMATION	331
	SECTION 22.0 - PRICING	346
	SECTION 23.0 - NETWORK STANDARDS	349
	SECTION 24.0 - COMMINGLING	353
	SECTION 25.0 - SIGNATURE PAGE.....	359

Section 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between Eschelon Telecom of Oregon, Inc (a "Competitive Local Exchange Carrier" or "CLEC"), a Minnesota corporation that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including Qwest's purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. This Agreement is between CLEC and Qwest the Local Exchange Carrier, and not Qwest in its capacity as an Interexchange Carrier (IXC).

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements ("UNEs"), Ancillary Services and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Oregon (the "State") for purposes of providing local Telecommunications Services. Qwest shall provide such Interconnection, UNEs, Ancillary Services and Telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder. This Agreement is available for the term set forth herein.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or Qwest chooses to offer and CLEC desires to purchase new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, Qwest will notify CLEC of the availability of these new services through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption

Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

OPEN - Eschelon proposed #1; Qwest does not agree (Issue 1-1)

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

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

OPEN - Eschelon proposed #2; Qwest does not agree

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

OPEN – Qwest proposed counter – Eschelon does not agree

1.7.2 Notwithstanding any other provision in this Agreement, the attached Exhibit C will be modified pursuant to the Change Management Process (“CMP”) without requiring the execution of an amendment.

OPEN – Eschelon Alternate Proposal (related to Sections 9.3.3.8.3, 9.3.3.8.3.1, and 9.9 and subparts) – Qwest to review (Issues 9-50 and 9-53)

1.7.3 If Qwest desires to phase out or otherwise cease offering on a wholesale basis to any Competitive Local Exchange Carriers an Interconnection service, access to Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which is contained in the Statement of Generally Available Terms (SGAT) or this

Agreement, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. If the basis for Qwest's request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or CLECs.

1.7.3.1 Before Qwest submits a request to cease offering a product or service pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest must continue to offer the product or service to CLEC, unless the Commission orders otherwise.

1.7.3.1.1 If the Commission orders that Qwest need not offer the product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.

1.7.3.2 If the Commission approves the phase out or other cessation of a product or service offering, the Agreement will be amended as set forth in Section 2.2 to reflect the outcome of the generic proceedings by the Commission, except where CLEC notifies Qwest in writing that an amendment is not required. Qwest will also amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise.

1.8 The Parties shall comply with Section 252(i) of the Act and any related FCC rule(s).

1.9 If at any time while this Agreement is in effect, Qwest provides, pursuant to the terms of any effective Tariff, services, Interconnection or Network Elements at rates, terms, or conditions different from those available under this Agreement, then CLEC may, at its discretion, substitute the Tariff's rates, terms and conditions in whole or in part, in place of the relevant rates, terms and conditions in this Agreement. CLEC may exercise this option by following the process set forth in Section 1.8 of this Agreement. CLEC's election of Tariff terms shall be handled pursuant to the same rules governing adoption of Interconnection Agreement terms pursuant to Section 252(i) of the Act.

1.9.1 Separate from such adoption, CLEC may choose to place orders from a Qwest Tariff. If CLEC does so, but does not choose to incorporate such Tariff terms into this Agreement, such orders shall be governed by the Tariff terms and conditions. When ordering from a Qwest Tariff, if the ordering process used by CLEC and the information contained in the order are both the same as for orders placed under this Agreement, Qwest may not be able to recognize that the order is made under a Qwest Tariff. If Qwest is not able to recognize that distinction, CLEC and Qwest will mutually agree to a process by which CLEC orders placed under a Qwest Tariff can be distinguished by Qwest as being placed under a Qwest Tariff rather than under this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.1.1 At various places in this Agreement, there are references to specific sections of Exhibit A. If, after the Effective Date of this Agreement, the numbering in Exhibit A changes as the result of a cost docket or other proceeding or an agreement of the Parties, the numbering change will not affect the substance of those provisions (i.e., the numbering may change, but the meaning of the provision remains the same). If numbering changes are extensive enough to cause confusion or for other reason the parties desire an amendment, either Party may request an amendment to the Agreement to modify the cross references to Exhibit A in the terms of this Agreement to reflect the revised numbering in Exhibit A.

OPEN- Qwest proposed modifications – Eschelon does not agree (without Qwest's changes (strokeout/insertions), this is Eschelon proposal #1) (Issues 2-3 and 2-4)

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in

accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are addressed in Section 22. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

OPEN – Eschelon proposed modifications (shown in strikeout/insertions) #2 (Eschelon’s proposal #2 also has a related component that is in Section 22) (Issues 2-3 and 2-4)

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Each Party has an obligation to ensure that the Agreement is amended accordingly. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates). Rates in Exhibit A will reflect include legally binding decisions of the Commission. Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, in any. If a

~~Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission's regularly established rules that the Commission establish a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order shall be implemented and applied on a prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as "effective immediately" or a specific date), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting~~ While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - CONTACT INFORMATION AND CLEC QUESTIONNAIRE

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out another New Customer Questionnaire; however, CLEC will update its existing New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 Upon request, CLEC and Qwest shall exchange contact and escalation lists for inquiries and problem resolution under this Agreement. The lists, which are not confidential, shall reflect contact personnel, including vice presidential-level officers. Qwest and Eschelon shall exchange at least the name, department title, telephone number, email address, and facsimile number for each Person on the lists. CLEC and Qwest will exchange up-to-date lists as reasonably necessary.

3.3.1 As also described in Qwest's Expedites and Escalations Overview posted on Qwest's web site, escalations can be initiated for any issue, at anytime, and at any escalation point.

3.3.2 Escalation procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates or any other party.

3.4 Intentionally Left Blank.

Section 4.0 - DEFINITIONS

NOTE: In this Agreement, the Parties have attempted to use capitalization to indicate when a term is defined. Capitalization is relevant to, but not alone determinative of, the Parties' intended use or meaning of a term.

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and Qwest for Local Interconnection Service.

"Access Service(s)" refers to the interstate and intrastate Switched Access Service and private line transport services offered for the origination and/or termination of interexchange traffic.

"Access Tandem Switch" is a Switch used to connect End Office Switches to Interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on Loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides Qwest an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Augment" or "Collocation Augment" means additions or changes to a previously accepted Collocation arrangement (i.e., the original or existing Collocation). Acceptance of the original or existing Collocation takes place upon Qwest turnover upon completion of the work and CLEC's final

payment for the original or existing Collocation. After completion of the Collocation and CLEC's final payment, additions or changes to that original or existing Collocation are Augments.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched Telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched Telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the Loop between the End

User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

“Building” for the purpose of the DS1 and DS3 Loop caps described in Section 9.2, shall mean an area under one or more roofs, occupied by one or more Customers, served by Qwest facilities through a single terminal owned or controlled by Qwest through which telecommunications services enter the structure and are subsequently routed. A Building with a single terminal would be considered one Building, while a Building with multiple terminals would be considered multiple Buildings. In multi-tenant environments (MTE), a campus with multiple Buildings and one terminal would be considered one Building.

“Business Line” means a Qwest-owned switched access line used to serve a business End User Customer, whether by Qwest itself or by a competitive LEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “Business Lines”.

“Busy Line Verify/Busy Line Interrupt” or “BLV/BLI Traffic” means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer’s Basic Exchange Telecommunications Service line.

“Call-Related Databases” are defined as databases, other than Operations Support Systems, that are used in signaling networks for Billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-Related Databases include the calling name database, 911 database, E911 database, Line Information Database, toll free calling database, Advanced Intelligent Network databases, and downstream number portability databases by means of physical access at the Signaling Transfer Point linked to the unbundled databases.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling Party. Reference Qwest Technical Publication 77342 and other applicable Qwest technical publications, if any.

“Carrier” or “Common Carrier” See Telecommunications Carrier.

“Carrier Liaison Committee” or “CLC” is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

“Central Office” means a Building or a space within a Building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

“End Office Switches” which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" - CLEC End Office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. Nothing in this definition alters the bill and keep arrangement described in Section 7.3.1 of this Agreement. If the Parties have not already agreed that CLEC's switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, Qwest "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for Exchange Access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling Party. Charge Number frequently is not the Calling Party Number (CPN).

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the State regulatory agency with lawful jurisdiction over Telecommunications Services.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Commingling" means connecting, attaching, or otherwise linking an Unbundled Network Element (UNE), or a Combination of UNEs, to one or more facilities or services that a CLEC has obtained at wholesale from Qwest, or the combining of a UNE or a Combination of UNEs, with one or more such wholesale facilities or services. "Commingle(d)" means the act of Commingling.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and

records, and installing pen registers and trap and trace devices.

“Competitive Local Exchange Carrier” or “CLEC” is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC). Before submitting a request to Qwest to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, a CLEC must have an approved Interconnection agreement with Qwest.

"Confidential Information" shall have the meaning set forth in Section 5.16.

“Cross Connection” is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

“Custom Calling Features” comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

“Custom Local Area Signaling Service” or “CLASS” is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area (LATA). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).

“Customer” is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

“Customer Premises Equipment” or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

“Customer Usage Data” means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

“Day” means calendar days unless otherwise specified.

"Dedicated Transport" means Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by requesting telecommunications Carriers (entrance facility), including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or Carrier. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Design Change" is a change in circuit design after Engineering Review required by a CLEC supplemental request to change a service previously requested by CLEC. An Engineering Review is a review by Qwest personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by CLEC. Design Changes may include a change in the type of Network Channel Interface (NCI code) on pending orders and changes in End User Customer address within the same Serving Wire Center requiring changes to facilities or terminations. Design Change does not include modifications to records without physical changes to facilities or services, such as changes in the circuit reference (CKR) (i.e., the circuit number assigned by CLEC) or Service Name (SN) (i.e., the name of the End User Customer at a circuit location).

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can

connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, State and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access (IntraLATA Toll)" as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of this Agreement shall have the meaning set forth in the Act

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in

the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

“Exchange Service” or “Extended Area Service (EAS)/Local Traffic” or “Exchange Service (EAS/Local)” means traffic that is originated and terminated within the same Local Calling Area as determined for Qwest by the Commission.

“Extension Technology” is the physical placement of range extension devices, Central Office powering or regenerator(s) either at the Central Office or in the outside plant facilities, within the Qwest network. Extension Technology is broken down into two components; i) Loop extension cards and ii) either Central Office or mid-span repeaters.

“FCC” means the Federal Communications Commission.

“Fiber-Based Collocator” means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center Premises; and (3) is owned by a party other than Qwest or any Affiliate of Qwest, except as set forth in this definition. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two or more affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this definition, the term “Affiliate” is defined by 47 U.S.C. § 153(1) and any relevant interpretation in that title.

“Fiber Meet” means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

“Finished Services” means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

“Firm Order Confirmation” or “FOC” means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

“Grandparent(ed)(ing)” shall have the same meaning as “grandfather(ed)(ing)” as used in FCC and Commission orders and Qwest and CLEC Tariffs.

“Hub Provider” means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

“High Capacity Loop” shall mean a Loop of DS1 or higher capacity, and is further described in Section 9.

"Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to" and "without limitation," regardless of whether one or both of these phrases is used, and regardless of whether the term "include" or "including" are capitalized.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access Service Traffic.

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Interconnection Entrance Facility" is the transport between a Party's POI and the other Party's Wire Center serving that POI.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Jointly Provided Switched Access Service" or "Jointly Provided Switched Access" is defined and governed by the FCC and state access Tariffs, CLEC Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) or SECAB Guidelines, and is not modified by any provisions of this Agreement.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX Code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined for Qwest by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

- aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

- disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

aggregates a specified number of signals or channels to fewer channels (concentrating);

performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service Charge" is a charge that relates to trouble isolation. Maintenance of Service Charges are set forth in Exhibit A. A Maintenance of Service Charge or Trouble Isolation Charge, when applicable under the terms of this Agreement, will be charged only when Qwest dispatches a technician. Basic Maintenance of Service Charges apply when the technician performs work during normal business hours. Overtime Maintenance of Service Charges apply when the technician performs work on a business day, but outside normal business hours, or on a Saturday. Premium Maintenance of Service Charges apply when the technician performs work on either a Sunday or Qwest recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs. See Section 7.5.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges assessed as described in this Agreement. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single

LATA.

“Multiple Exchange Carrier Ordering and Design“ or “MECOD” Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

“N-1 Carrier” means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC’s rules) to determine the LRN value for correctly routing a call to a ported number.

“National Emergency Number Association“ or “NENA” is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

“Near Real Time” means that Qwest’s OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest’s and CLEC’s OSS application, the processing time for Qwest’s representatives should be the same as the processing time for CLEC’s representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

“Network Element” is a facility or equipment used in the provision of Telecommunications service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

“Network Installation and Maintenance Committee” or “NIMC” is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

“Network Interface Device” or “NID” is a Network Element that includes any means of Interconnection of Customer premises wiring to Qwest’s Distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

“North American Numbering Council” or “NANC” means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as the area code) followed by a 3-digit NXX Code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan Area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E, and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the Telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service (i.e., originating screening and routing translation).

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or the CLEC identified in Section 1.2 of this Agreement and "Parties" means Qwest and the CLEC identified in Section 1.2 of this Agreement.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the EAS/local minutes to the sum of EAS/local and all other minutes sent between the Parties over Local Interconnection

Trunks.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Physical Collocation" shall have the meaning set forth in Section 8.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a Demarcation Point between the networks of two (2) LECs (including an ILEC and CLEC). The POI is that point where the traffic to be exchanged exists one Party's network facilities and enters the other Party's network facilities. CLEC has compromised on its view of the location of the POI and finds this acceptable as long as the compensation between the Parties is consistent with the requirements of the Act.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all Buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, Buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site: <http://www.qwest.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" ("POA") shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

“Provisioning” involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports. The term “Provisioning” includes installation.

“Pseudo Automatic Number Identification” or “Pseudo-ANI” is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

“Public Safety Answering Point” or “PSAP” is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

“Public Switched Network” includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

“Ratcheting” means a pricing mechanism that involves Billing a single circuit at multiple rates to develop a single, blended rate. “Ratchet” means the act of Ratcheting.

“Rate Center” identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX Codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

“Ready for Service” or “RFS” – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

“Records Issue Date” or “RID” means the date that all design and assignment information is sent to the necessary service implementation groups.

“Remote Premises” means all Qwest Premises other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

“Remote Terminal” or “RT” means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest’s Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as Digital Loop Carriers, fiber hubs, DSLAMs, etc.

“Reseller” is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

“Reserved Numbers” means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer’s future use.

“Route” means a transmission path between one of Qwest’s Wire Centers or Switches and another of Qwest’s Wire Centers or Switches. A Route between two points (e.g., Wire Center or Switch “A” and Wire Center or Switch “Z”) may pass through one or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch “X”). Transmission paths between identical end points (e.g., Wire Center or Switch “A” and Wire Center or Switch “Z”) are the same “Route,” irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Routine Network Modification(s)" means those activities of the type that Qwest regularly undertakes for its own End User Customers. Routine Network Modifications include, but are not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts); adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attachment of electronics (except for building a Loop from scratch by trenching or pulling cable). This includes activities needed to enable CLEC to light UDF-IOF. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine Network Modifications do not include the installation of new aerial or new buried cable for CLEC.

“Scheduled Issued Date” or “SID” means the date the order is entered into Qwest’s order distribution system.

“Selective Router” means the equipment necessary for Selective Routing.

“Selective Routing“ is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

“Service Creation Environment” is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

“Service Date” or “SD” means the date service is made available to the End User Customer. This also is referred to as the “Due Date.”

“Service Management Systems” or “SMS” are defined as computer databases or systems not part of the Public Switched Network that interconnect to the Service Control Point and send to the Service Control Point information and call processing instructions needed for a network Switch to process and complete a telephone call, and provide a Telecommunications Carrier with the capability of entering and storing data regarding the processing and completing of a telephone call.

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

“Serving Wire Center” denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

“Signaling System 7” or “SS7” is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query Call-Related Databases. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

"Small Exchange Carrier Access Billing" or "SECAB" means the ATIS/OBF guidelines for the preparation of access bills provided by non-CABS BOS exchange Carriers. The OBF Billing Committee maintains the SECAB document.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectrum Compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches and Remote Switching Modules. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Service Traffic", as specifically defined in Qwest's interstate Switched Access Service Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" refers to the applicable tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws, whether the Tariff is a Qwest retail Tariff or a CLEC Tariff. "Qwest retail Tariff" or "Qwest Tariff" refers to the applicable Qwest interstate Tariffs and State Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws. "CLEC Tariff" refers to the applicable CLEC Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws.

"Technically Feasible" or "Technical Feasibility". Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of Technical Feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a

subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Tier 1 Wire Center" means those Qwest Wire Centers that contain at least four (4) Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Center" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Center" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free (i.e., 800-like) service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events (e.g., pre-order inquiry and response) are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Transit Traffic" is defined as any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"Triennial Review Remand Order" means the Federal Communication Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination", "Unbundled Network Element(s) Combination(s)" or "Combination of Unbundled Network Elements [or "UNEs"]" means a combination of two (2) or more Unbundled Network Elements.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a Building or space within a Building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a Building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. A Wire Center also denotes the location of a Qwest local switching facility containing one or more Central Offices, as defined in the Appendix to part 36 of chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all End User Customers served by a given Wire Center are located.

"Wire Center Tier Structure" or "Wire Center Tier Designation(s)" or "Tier Classifications" refers to the classifications of Tier 1 Wire Centers, Tier 2 Wire Centers, and Tier 3 Wire Centers.

"Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party, in a manner consistent with industry practices, may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in the Section 1.2. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. The Agreement will terminate on the date a successor Agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and State law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation by an End User Customer of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein. Nothing in this Section 5.3 shall be deemed to allow a Party to delay or deny a carrier change.

5.4 Payment and Deposit

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice, or within twenty (20) Days after receipt of the invoice, whichever is later (Payment Due Date). If the Payment Due Date is not a business day, the payment shall be due the next business day.

5.4.1.1 Payments shall be made in U.S. Dollars via electronic funds transfer (“EFT”) to the other Party’s bank account or by check. At least thirty (30) Days prior to the first transmission of data and information for payment of Connectivity Charges, Qwest and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom payments for Connectivity Charges should be made payable, if this information has not been previously provided. If such banking information changes, each Party shall provide the other Party at least sixty (60) Days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT or by check. CLEC will provide Qwest with one address to which such payments shall be rendered and Qwest will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from Qwest which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to Qwest’s bank account specified in this subsection.

OPEN – Eschelon alternative proposals: Eschelon is proposing either: (1) “With the Commission’s approval, one Party” ; or (2) “If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete billing), the Billing Party will continue order processing during the pendency of the proceedings, unless the Commission orders otherwise.”; Qwest does not agree with either proposal (Issue 5-6)

5.4.2 **(#1) With the Commission’s approval.** One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. **(#2) If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise.** Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

OPEN – Qwest proposed; Eschelon does not agree (Issue 5-7)

5.4.3 ~~With the Commission’s approval pursuant to Section 5.13.1, T~~he Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any

disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, ~~if disconnection has been approved by the Commission.~~ For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 For Billing disputes refer to Section 21 of this Agreement.

OPEN – Eschelon proposed #1; Qwest does not agree (Issue 5-8)

5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly Delinquent" means payment of any undisputed non-de minimus material amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.

OPEN – Eschelon proposed #2; Qwest does not agree (Issues 5-9, 5-11)

5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly Delinquent" means payment of any undisputed non-de minimus material amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a ~~twelve (12)~~ six (6) month period on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.

OPEN – Eschelon proposed #3; Qwest does not agree (Issue 5-12)

5.4.5 Each Party has will determined the other Party's credit status based on previous payment history, ~~or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the~~ If a Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, pursuant to, respectively, Sections 5.4.3 and 5.4.2 the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit. ~~"Repeatedly delinquent" means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone.~~ The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing ~~and/or the date CLEC is repeatedly delinquent as described above~~ for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement, CLEC termination of the Agreement, or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing (including Qwest transfer of relevant exchanges to any unaffiliated party as described in Section 5.12.2), the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

OPEN – Eschelon proposed #1; Qwest does not agree (Qwest counter below) (Issue 5-13)

5.4.7 Intentionally Left Blank.

OPEN – Eschelon proposed modifications #2; Qwest cannot agree

5.4.7 If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, the Billing Party may review the other Party's credit standing and increase the amount of deposit required, if approved by the Commission, but in no event will the maximum amount exceed the amount stated in Section 5.4.5. Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.

5.4.8 Late Payment Charges. If either Party fails to remit payment for any undisputed Connectivity Charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty may be assessed. The late payment charge shall be calculated based on the undisputed portion of the payment not received by the payment date times the lesser of (i) one and one half percent (1½%) per month or (ii) the highest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges. For disputed Connectivity Charges see Section 21.8.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party

(the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its Affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without

limitation, acts of nature, acts of civil or military authority, government regulations outside of the scope of this Agreement, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages (if the Parties agree or if found by the Commission to be a Force Majeure Event), power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section 5.8 shall limit either Party's liability to the other for (i) willful or intentional misconduct or gross negligence, (ii) repeated breach of any one or more of its material obligations under this Agreement, or (iii) damage to tangible real or tangible personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors or employees. Additionally, nothing in this Section 5.8 shall limit remedies available under applicable statutes, rules and regulations.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

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5.8.7 All remedies prescribed in this Agreement, or otherwise available, are cumulative and not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of

enforcing the provisions of this Agreement. While the Parties may elect remedies from those available at law, in equity, or under the terms of this Agreement, and such remedies may be cumulative, the Parties shall not use their election of remedies to secure a double recovery of damages.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Intentionally Left Blank.

5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such

event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and State rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and State law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in

connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way Affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to

Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent

of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate, an entity under its common control, in connection with a merger or reorganization involving a Party or to a purchaser of (i) all or substantially all of the capital stock of a Party or (ii) all or substantially all of a Party's assets (except as provided in Section 5.12.2) without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that a CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of the completion of such a transfer or until such later time as the Commission may direct pursuant to the Commission's then-applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other State statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to the transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement. The Party making the assignment shall notify the Commission sixty (60) Days in advance of the effective date of the assignment. 5.12.3. Nothing in this Section is intended to restrict CLEC's rights to opt into Interconnection Agreements under §252 of the Act.

5.13 Default

OPEN – Eschelon proposed; Qwest does not agree (Issue 5-7 (a))

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party must notify the Commission in writing and may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. Neither Party shall disconnect service to the other Party without first obtaining Commission approval. To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party's withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Non-disclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. The receiving Party may not alter the disclosing Party's ownership, control, or use of the disclosing Party's information by marking or declaring it to be "Confidential" or "Proprietary". If only a portion of information provided to the receiving Party is Proprietary Information, the disclosing Party will distinguish Proprietary Information from non-Proprietary Information, unless doing so is unreasonably burdensome. A Party who receives Proprietary Information via an oral communication may request and, if Proprietary, shall receive a written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request and, if Proprietary, shall receive written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall, from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential Customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return or destroy (upon the disclosing Party's request or agreement) all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed in writing, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, unless prohibited by law from giving such notice; or
- h) is a root cause analysis of a Maintenance and Repair event or acknowledgement of mistake in processing order.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, State or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality

provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Without in any way limiting either Party's obligations under Section 5.16.3, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

OPEN – Eschelon proposed; Qwest cannot agree (Issue 5-16)

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement to the Commission, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in

accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 is optional and not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, if the Parties agree to arbitrate a dispute pursuant to Section 5.18.3.1, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy obtained before such decision is reached.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal Dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet (in person or by telephone), and negotiate, in good faith, to resolve the Dispute. If a Party indicates in the Resolution Request that expedited treatment is necessary, the time period for designating a representative and conducting negotiations may be expedited to meet the needs of the requesting Party. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such shorter or longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue all remedies, including if desired requesting that the Dispute be settled by arbitration. Notwithstanding the foregoing time periods, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1.

5.18.3.1 Optional Arbitration procedure. If the Parties agree to arbitrate the Dispute pursuant to the terms of this Section, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates Dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area if Qwest initiates the arbitration; in the Minneapolis metropolitan area if CLEC initiates the arbitration; or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to

arbitrate. If the Parties agree to arbitrate pursuant to this Section and do not agree to other procedures, the following procedures will apply:

5.18.3.1.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.1.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.1.3 Arbitrator's Decision.

5.18.3.1.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.1.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.1.3.3 CLEC may submit a copy of any final and binding arbitration decision to the Commission.

5.18.3.1.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the

Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, in writing, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the Dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, for obtaining compliance with the Dispute resolution process set forth herein, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than three (3) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the State law of Oregon. It shall be interpreted solely in accordance with applicable Federal law and the state law of Oregon.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and

regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered Personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director - Interconnection Compliance
1801 California Street, Suite 2410
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-965-4667
E-mail: intagree@qwest.com

With copy to:
Qwest Law Department
Attention: Corporate Counsel - Interconnection
1801 California Street, Suite 4900
Denver, CO 80202

and to CLEC at the address shown below:

J. Jeffery Oxley
Executive Vice President, Law and Policy
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402

If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal

status and property, real or Personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Intentionally Left Blank.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery of this Agreement without the prior written approval of the other Party. Nothing in this Section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, State, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.29.2 If, at any time, CLEC believes that a Qwest employee has engaged in unlawful behavior with respect to CLEC, CLEC may report the incident to the account team in writing,

describing in detail, all facts upon which CLEC's belief is based. Qwest will investigate the allegations, and within three (3) business days after Qwest has received written notification from CLEC of the allegations, inform CLEC that the matter is being investigated. Qwest will keep CLEC informed throughout the investigation and will advise in writing of the investigation outcome. Due to confidentiality issues, Qwest may not be in a position to disclose all of the findings to CLEC. However, Qwest will provide non-confidential findings.

5.30 Amendments

5.30.1 Except as otherwise provided in this Agreement, the provisions of this Agreement may not be amended, modified or supplemented unless executed in writing and signed by an authorized representative of both Parties. In addition, no course of dealing or performance or failure of a Party to strictly enforce any provision of this Agreement shall be construed as an amendment, modification, supplement to, or waiver of any such provision. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

5.30.2 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement (including amendments, if any) constitutes the entire agreement between Qwest and CLEC. Other than this publicly filed Agreement, Qwest and CLEC have no agreement or understanding, written or oral, that modifies or is inconsistent with the terms and conditions of this Agreement, except as described in, and subject to, Section 5.31.1.1.

5.31.1.1 The Parties have entered into the following Qwest Platform Plus ("QPP") agreements, which have been previously approved by the Commission and which are to remain operative in conjunction with this Agreement according to the terms and conditions therein. They are: Qwest Master Services Agreement (MSA); Service Exhibit 1 - Qwest Platform Plus Service; Attachment A to Service Exhibit 1 - Performance Targets for Qwest QPP Service; Qwest Platform Plus (QPP) Rate Sheet; Qwest Platform Plus (QPP) Rate Page - Port Rate Increases; Batch Hot Cut Process. Each Party reserves its rights with respect to whether the above agreements are subject to Sections 251 and 252 of the Act where the Commission has not already so made that determination. If the Commission asks the Parties to provide copies of these agreements along with this Agreement, the Parties will do so, subject to this reservation of rights, within ten (10) business days, or such other timeframe as set by the Commission.

6.0 – RESALE

6.1 General Terms

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. In the event that Qwest ceases to file Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings with the Commission, Qwest shall continue to make such information for those Telecommunications Services offerings that are available to CLECs for resale by updating its resale PCATs on the Qwest wholesale web site for CLECs or by other such published information.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Additional General Terms

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs. See Section 12.1.3.2.2.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customer to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) Days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) Day or less promotion period following the initial ninety (90) Day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) Days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User Customer eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 Service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 Service would be provided on the same

line if provided by Qwest to a Qwest retail End User Customer.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced Services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User Customer that early terminates a CSA, including payment of any early termination charges.

6.2.2.8 Grandparented services are available for resale by CLEC to existing End User Customers of the Grandparented product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office Switch. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office Switch when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant Building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant Building. Should Qwest bring service to multiple floors or offices within a multi-tenant Building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple Buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office Switches, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex

system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service for Special Access ordered from Qwest's FCC No. 5 Tariff is available for resale but not at a wholesale discount. Private line service used for other than Special Access and not ordered from Qwest's FCC No. 1 Tariff is available for resale at a wholesale discount.

6.2.2.11 Intentionally Left Blank.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End User Customers must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End User Customers. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan. Reimbursement will be further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of CLEC;
- c) Reserved for Future Use.
- d) Reserved for Future Use.
- e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and
- f) Reserved for Future Use.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of CLEC;
- c) Reserved for Future Use;
- d) Reserved for Future Use; and
- e) Reserved for Future Use.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Intentionally Left Blank.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customers' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Services. Additional terms and conditions with respect to Directory Listings are described in Section 10 and Section 15 of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC, and CLEC assumes no liability for the accuracy of information or routing provided by Qwest. Additional information on listings and E911/911 is contained in Section 10 of this Agreement

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Services or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and/or operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Services, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any

liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA and IntraLATA PIC change requests.

6.2.11 When End User Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis as contained in Sections 5.4.2 and 5.4.3 and consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access Service, the appropriate access charges pursuant to its then effective Switched Access Service Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's exchange and network services Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End User Customers. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.2.15 For the purpose of Resale, Qwest, to the extent technically feasible, will provide Customized Routing. Such Customized Routing will include routing to CLEC's Operator Services or Directory Assistance platform. Qwest and CLEC will amend this Agreement pursuant to Section 5.30 with respect to rates and terms for Customized Routing.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only, unless the Commission orders otherwise.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and State rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End User Customers' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer, and Qwest will not accept changes to CLEC's End User Customers' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End User Customers pursuant to Section 21.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, CLEC may dispute the charges in accordance with Section 21.8, and Qwest shall make appropriate bill adjustments or, if CLEC has paid the charges, provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific non-recurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End User Customers. Such non-recurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or

CLEC from discussing its products and services with CLECs or Qwest's end users who call the other Party seeking such information. (See also Section 12.1.5.)

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing, as described in Section 12. Qwest's procedures are described in the Qwest PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in Section 12 of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Services, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Services, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's new local service provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of End User Customer moving to a new local service provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If a CLEC that currently provides resold service to an End User Customer, or if End User Customer's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date End User Customer receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due Date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately

identified in this Agreement associated with services that CLEC resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at CLEC's End User Customer's premises, other than by connection or disconnection to any interface between Qwest and the End User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Sections 12.1.5 of this Agreement.

OPEN – Eschelon proposal #1 (if Eschelon's definition of Trouble Report in Section 12.4.1.7 is adopted) – Qwest does not agree (Issue 12-80 (b))

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

OPEN – Qwest proposed modifications to Eschelon proposal #2 – Eschelon does not agree

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. No separate charges for required dispatches ~~(other than the dispatch component, if any, of the installation non-recurring charge)~~ shall apply prior to acceptance of the circuit to provisioning troubles reported to a Qwest call center within 30 calendar days of installation completion. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for

that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

OPEN – Eschelon proposal #3 – Qwest to review (Issue 12-80 (b))

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the 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 TIC charge. No charges for dispatches (other than the dispatch component, if any, of the installation non-recurring charge) shall apply prior to acceptance of the circuit. After acceptance of the circuit, Qwest shall manage and track troubles reports (regardless of whether reported electronically or to a call or repair center) within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

6.6.4.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the TIC Charge, or if Maintenance of Service Charges apply (for designed services) the Maintenance of Service Charge or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the TIC charge or, if Maintenance of Service Charges apply, the Maintenance of Service Charge and the dispatch charge associated with that technician dispatch.

6.7 For Commingling, see Section 24.

7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of mutual transfer of Exchange Service (EAS/Local) traffic, Exchange Access (IntraLATA Toll) traffic and the exchange of local Transit Traffic and Jointly Provided Switched Access (InterLATA Traffic and IntraLATA Toll Traffic) traffic. If both Parties do not intend to originate and terminate Exchange Service (EAS/Local) traffic to and from the other, then Section 7 of this agreement does not apply. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the line-side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access Call-Related Databases, and (vi) points of access to Unbundled Network Elements. Interconnection at the foregoing points is provided for in Sections 7 and 9 of this Agreement. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access (IntraLATA Toll) traffic at points (ii) and (iii) described above. Interconnection, Qwest's product which is currently named "Local Interconnection Service" ("LIS") is provided for the purpose of connecting the Trunk Sides of the Parties' Switches for the exchange of Exchange Service (EAS/Local) traffic; or for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. New or continued Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own, any Affiliate's or any other Carrier's End User Customers.

7.1.1.1 Notwithstanding specific language that may be in other sections of this Agreement, Qwest shall provide to CLEC Interconnection at least equal in quality to that provided by Qwest to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.1.2 If CLEC elects to use one-way trunks to exchange Exchange Service and Exchange Access (IntraLATA Toll) traffic, then Qwest shall interconnect to the CLEC network (i.e., establish a POI) for the delivery of Exchange Service and Exchange Access (IntraLATA Toll) traffic originating on the Qwest network.

7.1.1.3 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering of its network on its respective side of each POI. Nothing in this Section 7.1.1.3 shall alter or limit Section 7.3.1.2 regarding mutual charges relating to Local Interconnection Service (LIS) trunking.

7.1.1.4 Intentionally Left Blank.

7.1.1.5 In order to fulfill its obligations to provide Interconnection, Qwest may self-provision its network requirements, or it may purchase services from a third party, such as special access, site license arrangements, signaling, or other components required to bring its originating traffic to the POI. Nothing in this Section 7.1.1.5 shall relieve Qwest from the terms, conditions, and standards applicable under this Agreement.

7.1.2 Methods of Interconnection

Qwest shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means at locations where CLEC interconnects with Qwest. The Parties shall establish at least one Point of Interconnection in Qwest territory in each LATA where CLEC has local Customers. The Parties may use one or more of several methods to transport Interconnection traffic from their respective originating Switch to the POI. Those methods include, but are not limited to, construction of owned transport, use of existing owned transport, and use of transport leased from a third party. The CLEC has the right to choose the POI if the CLEC chooses two-way trunking. In addition, a Party may choose the POI for its originating traffic when one-way trunking is used. Qwest's ability to choose the POI for its one-way trunking shall not be construed to expand CLEC's obligation to interconnect beyond the requirements set forth in Section 251(a) of the Act. Methods of Interconnection include the following:

7.1.2.1 Interconnection Entrance Facility. An Interconnection Entrance Facility obtained pursuant to this Agreement is the transport between a Party's POI and the other Party's Wire Center serving that POI. Interconnection may be accomplished through the provision of a DS1 or DS3 Interconnection Entrance Facility. When Qwest provides an Interconnection Entrance Facility, it extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Interconnection Entrance Facilities may not extend beyond the area served by the Serving Wire Center. When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. The rates for Interconnection Entrance Facilities are provided in Exhibit A for one-way trunking associated with the applicable Ancillary Services set forth in Section 10.

7.1.2.2 Private Line

7.1.2.2.1 Qwest's Private Line Transport Service (provided pursuant to Qwest Tariff) is available as a method of transporting CLECs Interconnection traffic when CLEC uses such Private Line Transport service for multiple services. When CLEC uses Private Line in this manner, no additional charge will be due to Qwest for this span.

7.1.2.2.2 CLEC's Private Line Transport Service (provided pursuant to CLEC Tariff) is available as a method of transporting Qwest's Interconnection traffic. When Qwest uses Private Line in this manner, no additional charge will be due to CLEC for this span.

7.1.2.3 UNE transport is available pursuant to Section 9 of this Agreement. UNE transport is not available to Qwest.

7.1.2.4 Collocation. Interconnection may be accomplished through Collocation under the terms and conditions set forth in Section 8 of this Agreement. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC may, at its sole option, provide one-way or two-way direct trunk facilities from that end office to CLEC's Wire Center. In each such case, a POI is at CLEC's Collocation.

7.1.2.5 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of

Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way Extended Area Service (EAS)/Local Traffic, IntraLATA Toll Traffic, and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.5.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not technically feasible or where the Parties disagree on midpoint location.

7.1.2.5.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. CLEC is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC.

7.1.2.5.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

7.1.2.5.4 There are four (4) basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this Section.

7.1.2.5.4.1 Design One: CLEC's fiber cable (four (4) fibers) and Qwest's fiber cable (four (4) fibers) are connected at an economically and Technically Feasible point selected by CLEC between CLEC and Qwest locations. This Interconnection point shall be a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the fiber termination point options section.

7.1.2.5.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or Qwest designated) manhole at the Qwest tandem or End Office Switch. Qwest shall make all necessary preparations to receive

and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of optical fire resistant cable for Qwest to pull through the Qwest cable vault and terminate on the Qwest fiber distribution frame (FDF) in Qwest's office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. Qwest shall take the fiber from the manhole and terminate it inside Qwest's office on the FDF at Qwest's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree what remuneration, if any, CLEC will receive for providing the majority of the fiber optic cable. In this case, the POI shall be at the Qwest designated manhole location.

7.1.2.5.4.3 Design Three: Qwest will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable Qwest to deliver fiber optic facilities into that manhole. Qwest will provide a sufficient length of optical fire resistant cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. Qwest shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree on the remuneration, if any, Qwest will receive for providing the majority of the fiber optic cable. In this case, the POI shall be at the CLEC designated manhole location.

7.1.2.5.4.4 Design Four: Both CLEC and Qwest each provide two (2) fibers between their locations. This design may be considered where existing fibers are available near each Party's location. Both CLEC and Qwest will provide fiber cable to the last entrance manhole (unless both Parties designate otherwise) at the other's respective location. Both CLEC and Qwest will provide a sufficient length of optical fire resistant cable for the other to run the fiber cable from the manhole and terminate on each Party's respective fiber distribution frame in each Party's respective location. Each Party shall deliver and maintain such strands wholly at its own expense up to the POI. Each Party shall take the fiber from the manhole and terminate it inside each Party's respective office on the Fiber Distribution Frame (FDF) at each Party's respective expense. Both Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

7.1.2.6 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.1.2.7 Third party transport may be used by either Party as a method of Interconnection. Nothing in this Section 7.1.2.7 relieves either Party from its obligations under this Agreement.

7.1.2.8 CLEC may request any other Technically Feasible method of

Interconnection via the Bona Fide Request (BFR) Process. If however, a particular arrangement has been previously provided to a third party or is offered by Qwest as a product, Qwest shall provide the arrangement to CLEC at the same terms, conditions, and prices.

7.2 Mutual Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers provided that Qwest does not have any Switches subtending the tandem of a third party.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 Exchange Service or Extended Area Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as defined in Section 7.5.1 is associated with Meet Point Billing.

7.2.1.2.4 Transit Traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network ("Transit Traffic"). For purposes of the Agreement, Transit Traffic does not include Jointly Provided Switched Access traffic. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, it and its subtending Switches will be so listed in the Local Exchange Routing Guide (LERG) and CLEC may also provide transit service to Qwest. Either Party can pass Transit Traffic to or from Carriers that directly subtend such Party's tandem as reflected in the LERG.

7.2.1.2.5 The Parties have agreed not to include Virtual NXX ("VNXX") specific language in this Agreement, which includes bill and keep reciprocal compensation and specific LIS trunking provisions (see Section 7.3.1.2). The Parties reserve their rights to propose adding VNXX-specific language to the Agreement, pursuant to Section 5.30 of this Agreement.

7.2.2 General Terms

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) traffic will be according to the terms set forth in Sections 7.3.1.1 and 7.3.1.2 regarding Bill and Keep and

LIS trunking.

7.2.2.1.1 Intentionally Left Blank.

7.2.2.1.2 Except as provided in Sections 7.3.1.1 and 7.3.1.2, the transport of Exchange Service (EAS/Local) traffic may occur in several ways such as:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service (EAS/Local) traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from Qwest as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's tandem Switch for delivery to one of the other Party's End Office Switches, the tandem provider is entitled to provide alternate Interconnection proposals for the other Party's consideration. Such proposals may include the request to establish a direct end office trunk group to the Party's End Office Switch.

7.2.2.1.4 Direct Trunked Transport is provisioned by Qwest between the Serving Wire Center of the POI and the tandem or direct end office, if ordered by CLEC. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis. Nothing in this Section alters CLEC's right to interconnect at any Technically Feasible point in Qwest's network.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 The Parties will use industry standards, if any, developed to handle the Provisioning and Billing of Exchange Access (IntraLATA Toll). Exchange Access (IntraLATA Toll) traffic shall be delivered to the terminating Party at the access tandem, the toll tandem (if any), or via separate trunks to the terminating Party's end office(s), as designated by the originating Party.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company. With respect to the terminating company, arrangements between companies that are not a party to this Agreement are outside the scope of this Agreement. Qwest will not be responsible for payments to the terminating company for traffic originated by CLEC which transits Qwest's network and is delivered to the terminating company on behalf of CLEC, except as provided in Section 7.2.2.3.3.1. CLEC agrees that Qwest is not responsible for and CLEC further agrees not to bill Qwest for traffic that transits the Qwest network and terminates to CLEC's network, except as provided in Section 7.2.2.3.3.1.

7.2.2.3.3.1 Notwithstanding any other provision of this Agreement, in the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider, or where Qwest has agreed to be a presubscribed IntraLATA Toll provider for other LEC end user toll Customers, Qwest will be responsible to CLEC for payment of CLEC Tariff access rates for traffic terminating to CLEC's network. Qwest will also be responsible for traffic originating from CLEC's network for a CLEC End User Customer utilizing an intraLATA Toll-free service where Qwest is the provider of the intraLATA Toll-free service.

7.2.2.3.3.2 CLEC is not responsible for and Qwest further agrees not to bill CLEC Transit Traffic charges when Qwest is the Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access Service provider. Transit Traffic charges do not apply when a call originates from a QPP line.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider (i.e., not Qwest), the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access

7.2.2.4.1 The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access Service (such as MECAB, MECOD, SECAB, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access Service rates. Qwest will also provide the one-time notification to CLEC of the Billing name, Billing address and Carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section. Qwest will deliver to CLEC all Jointly Provided Switched Access traffic that

it receives from IXCs destined to CLEC End User Customers. Unless otherwise agreed to by the Parties, such traffic must be delivered by Qwest over the Jointly Provided Switched Access trunk groups groomed for a specific CLEC end office (i.e., those publicly-dialable NPA NXX Codes served by that end office).

7.2.2.4.2 The Parties will exchange SS7 signaling messages with one another, where and as available. Subject to Section 7.3.8.1, the Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number (CPN) (unless CPN is unavailable as described in 47 CFR 64.1601(d)), Charge Number (if it is different from CPN), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other Carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or Billing. Where TNS information has not been provided by the end office Party, the tandem Party will Route originating Switched Access Service Traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

7.2.2.5 Standards

7.2.2.5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where Technically Feasible.

7.2.2.5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted.

7.2.2.5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

7.2.2.5.4 Interconnection may be accomplished through the Provisioning of a DS1 or DS3 Interconnection Entrance Facility. CLECs may request Interconnection at the OCn facility level via a BFR. Nothing in this Section precludes mid-span Meet Points at the optical carrier level without a BFR.

7.2.2.6 Signaling Options

7.2.2.6.1 Intentionally Left Blank.

7.2.2.6.2 Intentionally Left Blank.

7.2.2.6.3 The Parties will use SS7 signaling wherever it exists. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 The measurement of terminating Exchange Service traffic begins when the terminating entry Switch receives answer supervision from the far-end destination Switch for the called party number indicating the call has been answered. The

measurement of terminating call usage over Interconnection trunks ends when the terminating entry Switch receives disconnect supervision from either the far-end destination Switch indicating the called number has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 Interconnection Trunk Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of trunking for Exchange Service, Exchange Access (IntraLATA Toll), Transit Traffic and Jointly Provided Switched Access traffic.

7.2.2.8.2 The Parties agree to provide non-binding trunk forecast information to each other twice a year. The semi-annual forecasts shall include:

7.2.2.8.2.1 Yearly forecasted quantities of trunks to the other network for three (current and plus 1 and plus 2) years where possible;

7.2.2.8.2.2 The use of Common Language Location Identifier, described in Telcordia documents 795-100-100 and 795-400-100 and;

7.2.2.8.2.3 A description of major network projects anticipated for the following year. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.2.2.8.3 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.4 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install.

7.2.2.8.5 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks required is less than fifty percent (50%) of forecast, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6 Intentionally Left Blank.

7.2.2.8.7 At the request of either Party, a joint planning meeting will be held to bring clarity to each Party's forecast. No later than two (2) weeks prior to the joint planning meeting, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. Such information is proprietary to each respective Party and is provided under non-disclosure and is to be used by the other Party solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, Qwest will provide the following information through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local, toll, or Access Tandem Switch.

7.2.2.8.9 Intentionally Left Blank.

7.2.2.8.10 Qwest will provide CLEC information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) on Qwest's web site, <http://www.qwest.com/disclosures>.

7.2.2.8.11 When appropriate, a Party will notify the other Party through a Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. The other Party shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 Each Party's forecasts shall be provided to the other Party in the Trunk Forecast Form. Throughout this Section 7, there are references to types of forms. All such forms shall comply with the terms and conditions set forth in this Agreement. Such forms are for administrative purposes only and, notwithstanding any language in any

form to the contrary, nothing in the forms alters or amends the terms of this Agreement.

7.2.2.8.12.2 Any information provided by one Party to the other Party outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by one Party to the other Party shall be deemed Confidential Information and the receiving Party shall not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.12.3 Intentionally Left Blank.

7.2.2.8.12.4 Intentionally Left Blank.

7.2.2.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on an outside plant Route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the outside plant Route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. For the reasons stated in this Section, there are no rates in Exhibit

A and none will apply until approval by the Commission. At that time, the Commission approved rate will apply. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing Route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 With respect to trunks used to carry Exchange Service (EAS/Local) traffic and Exchange Access (IntraLATA Toll) traffic, CLEC may elect either one-way or two-way trunking arrangements. If CLEC elects to use a one-way trunking arrangement, then Qwest will also provision its own one-way trunks for Exchange Service (EAS/Local) traffic and Exchange Access (IntraLATA Toll). With respect to trunks used to carry Jointly Provided Switched Access traffic, CLEC may establish two-way trunk groups.

7.2.2.9.2 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, applicable State requirements and the Performance Indicator Definitions.

7.2.2.9.2.1 Qwest shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.3 The Parties shall establish the following separate and distinct trunk groups:

- a) Directory assistance trunks (where the Switch type requires separation from operator services trunks);
- b) One-way 911/E911 trunks;
- c) Operator inward trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau;
- d) Mass calling trunks, if applicable;

7.2.2.9.3.1 CLEC may combine Exchange Service (EAS/Local); Exchange Access (IntraLATA Toll), carried solely by Carriers in their capacity as Local Exchange Carriers; Jointly Provided Switched Access, InterLATA and IntraLATA toll involving a third-party IXC; and Transit Traffic in a single Interconnection trunk group at an access tandem through an arrangement defined in 7.2.2.9.6 or may transmit such traffic types on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic and Switched

Access traffic including Jointly Provided Switched Access Service Traffic, may be combined on the same trunk group. If combined, the originating Carrier shall provide to the terminating Carrier, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call record detail. Call detail or direct jurisdictionalization using Calling Party Number information may be exchanged in lieu of PLU if it is available.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Exchange Service (EAS/Local) and IntraLATA Toll Traffic/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate; and

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 CLEC may interconnect at either the Qwest local tandem or the Qwest access tandem for the delivery of local exchange traffic. When CLEC is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 BHCCS) between CLEC's Switch and those Qwest end offices subtending a Qwest local tandem, CLEC will order a trunk group to the Qwest local tandem. As an alternative to ordering a trunk group to the Qwest local tandem, CLEC may terminate traffic on Qwest End Offices Switches. When Qwest lacks available capacity at the access tandem, Qwest will arrange local tandem or end office Interconnection at the same cost to CLEC as Interconnection via the Qwest access tandem.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's access tandem without requiring Interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust unless Qwest agrees to provide Interconnection facilities to the

local tandems or end offices served by the access tandem, at the same cost to CLEC as Interconnection at the access tandem.

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another LEC, it will provide the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has an Interconnection trunk arrangement which provides two (2) paths to a Qwest end office (one (1) Route via a tandem and one (1) direct Route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" Route) and then overflow to the tandem group (also referred to as the "alternate final" or "intermediate high" Route) for completion to Qwest end offices. The Parties will work cooperatively to develop and deploy additional alternate routing arrangements (e.g., intermediate high trunk groups) to resolve unusual traffic issues.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the tandem. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For remote Switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

7.2.2.9.10 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will Route traffic destined for CLEC Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via the tandem that the end office subtends.

7.2.2.9.11 All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

7.2.2.9.12 Intentionally Left Blank.

7.2.2.9.13 The originating Party will determine trunk routing for Exchange Service and Exchange Access (IntraLATA Toll) traffic it delivers to the other Party. Where one-way trunking is in use, the terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative Switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the receiving Party agrees to promptly evaluate the request and reply whether it agrees to implement the TGSR action. When two-way trunks are in use, Qwest may send CLEC a TGSR for such purposes.

7.2.2.9.14 Intentionally Left Blank.

7.2.2.9.15 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's Switches within each LATA.

7.2.2.9.16 The Parties shall deliver Exchange Service (EAS/Local) traffic, Transit Traffic and Exchange Access (IntraLATA Toll) traffic over one or more trunk groups, groomed for a specific tandem, only traffic destined for those publicly-dialable NPA NXX Codes served by end offices that directly subtend such tandem; and those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to such tandem. Qwest may not block incorrectly routed Exchange Service (EAS/Local) traffic, Transit Traffic, Exchange Access (IntraLATA Toll) traffic or Jointly Provided Switched Access traffic delivered by third parties to Qwest. Qwest will Route such incorrectly routed traffic from the Switch where it receives the third party traffic to the terminating CLEC. If traffic is incorrectly routed, Qwest and CLEC will, upon request by CLEC, work cooperatively to attempt to identify the cause of the incorrect routing and to contact third parties as needed to attempt to correct the routing. Correctly routed traffic delivered by third parties to Qwest and Qwest originated traffic will be routed over the appropriate trunk group (e.g., if CLEC elects separate trunk groups pursuant to Section 7.2.2.9.3.1, Jointly Provided Switched Access traffic will be routed over InterLATA Traffic trunk groups).

7.2.2.9.17 The Parties shall deliver over Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups groomed for a specific end office, only traffic destined for those publicly-dialable NPA NXX Codes served by that end office, unless otherwise agreed to by the Parties.

7.2.2.9.18 The source for the routing information for all traffic shall be the then current version of the LERG, unless otherwise agreed to between the Parties.

7.2.2.9.19 Where either Party delivers over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

7.2.2.9.20 The Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.

7.2.2.9.21 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

7.2.2.9.22 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective Line Side End User Customers. BLV and BLVI inquiries between operator bureaus shall be routed over the operator inward trunk groups(s) using network-routable access codes published in the LERG.

7.2.2.9.23 With respect to one-way Exchange Service and Exchange

Access (IntraLATA Toll) traffic trunk groups, the originating Party shall be responsible for all Control Office functions for Interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks. With respect to two-way trunk groups, CLEC will be responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups.

7.2.2.9.24 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups between an end office and a tandem. All other final trunk groups are to be engineered to a blocking standard of one percent (.01). Qwest shall provide monthly call blocking reports to CLEC on all of its Interconnection trunk groups and quarterly call blocking reports on all interoffice trunk groups carrying EAS/local traffic between Qwest Tandem Office Switches and Qwest End Office Switches.

To ensure that blocking standards are being met, Qwest agrees to provide upon request of CLEC, the following information on all trunks, regardless of the type of traffic being transported:

7.2.2.9.24.1 the percentage of trunk groups blocked by Route in Qwest's network

7.2.2.9.24.2 traffic usage data (including, but not limited to, offered BHCCS and overflow) for each common trunk group subtending the Qwest tandem, and

7.2.2.9.24.3 the point(s) behind the tandem in Qwest's network where the blocking is occurring.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of an Interconnection trunk group, and at no additional charge, each Party will complete acceptance tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled

testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of an Interconnection trunk group, at no additional charge, each Party will complete tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for chargeable rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA tariff No. 4.

7.3 Bill and Keep and LIS Trunking

7.3.1 Based on Qwest's records, Qwest has determined that the traffic exchanged between the Parties is roughly in balance.

7.3.1.1 Bill and Keep for Reciprocal Compensation

7.3.1.1.1 Notwithstanding any other provision in this Agreement, effective January 1, 2001, the Parties will not bill one another for functions performed in terminating local/Extended Area Service ("EAS") and internet-bound traffic originated by the end-user of one Party and delivered to the other Party for termination to that Party's end users (except as otherwise provided below in Section 7.3.1.1.2).

7.3.1.1.2 The Parties agree that Bill-and-Keep does not apply to charges related to local transiting functions. Local transiting functions refers to switching and transport by one Party of local calls that do not originate or terminate with a retail end-user of that Party. The local transiting function charges of tandem switching and tandem transport will be billed to the Party originating a local call which does not terminate at an end user of the Party providing the transiting function, but rather which terminates to a third party provider's end user. Such rates are set forth in Exhibit A.

7.3.1.2 Local Interconnection Service (LIS) Trunking Charges

7.3.1.2.1 Notwithstanding anything contained in this Agreement to the contrary, effective January 1, 2001, neither Party will charge the other Party any recurring or non-recurring charges for LIS trunking services, such as (but not limited to) Entrance Facilities, Expanded Interconnection Channel Terminations (EICTs), Direct Trunk Transport (DTT), multiplexing, or mileage charges, for two-way trunks between CLEC and Qwest. The terms of this Section 7.3.1.2.1 apply for all of these services in aggregate. The foregoing agreement does not apply to any such services individually. Further, this agreement is entered into only based upon the ratio described in Section 7.3.1.2.2. The foregoing agreement regarding LIS trunking charges shall not apply to one-way trunks to provision ancillary services such as (but not limited to) E911 Service or Directory Assistance.

7.3.1.2.2 Conditions Limiting Scope of Amendment. Section 7.3.1.2.1 is based upon the existing characteristics of CLEC's network. As of July 2001, the ratio of CLEC-provided LIS trunk transport to Qwest-provided LIS trunk transport to the Point of Interconnection ("POI"), including Direct end Office Trunks ("DEOTs") and local and toll tandem trunk groups, is approximately eleven (11) to one (1). Qwest shall have the right to audit, at its own expense, the supporting data and documentation

respecting such ratio, and CLEC agrees to provide Qwest reasonable access to such data and documentation necessary to conduct such audit. As CLEC continues to build out its network, it anticipates that this ratio may move to approximately eight (8) to one (1). Qwest and CLEC agree that, if this ratio falls below 8-1, either Party may, at its option, on thirty Days written notice, terminate the provisions of 7.3.1.2.1, and the Parties agree to negotiate in good faith regarding charges for two-way LIS trunking based on then existing law and practices.

7.3.1.3 Intentionally Left Blank.

7.3.1.4 Entrance Facilities - The provisions of this Section 7.3.1.4 apply only when required by one of the exceptions identified in Section 7.3.1.2.

7.3.1.4.1 Recurring and non-recurring rates for Interconnection Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.4.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.2 Direct Trunked Transport - The provisions of this Section 7.3.2 apply only when required by one of the exceptions identified in Section 7.3.1.2.

7.3.2.1 Either Party may elect to purchase Direct Trunked Transport from the other Party.

7.3.2.1.1 Direct Trunked Transport (DTT) will apply between the Wire Center serving the POI (Serving Wire Center) and the terminating Party's Tandem or End Office Switches, as applicable, where direct trunking is requested. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.3 The provisions of this Section 7.3.2.3 apply only when required by one of the exceptions identified in Section 7.3.1.2. Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Non-recurring charges

The provisions of this Section 7.3.3 apply only when required by one of the exceptions

identified in Section 7.3.1.2.

7.3.3.1 Installation non-recurring charges may be assessed by the provider for each Interconnection trunk ordered at the rates specified in Exhibit A, or the CLEC's Tariff when the rates in the aggregate are not greater than the amount in Exhibit A.

7.3.3.2 Non-recurring charges for rearrangement may be assessed by the provider for each Interconnection trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Intentionally Left Blank.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled Interconnection trunk orders, based upon the critical dates, terms and conditions in accordance with Exhibit A.

OPEN –Eschelon proposed modification 1 – Qwest does not agree (Issue 12-67 (f))

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

OPEN –Eschelon proposed modification 2 – Qwest does not agree

7.3.5.2 For expedites, see Section 12.2.1.2.

OPEN –Eschelon proposed modifications– Qwest does not agree

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

OPEN –Eschelon proposed modifications– Qwest does not agree

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

7.3.6 Intentionally Left Blank.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit and ISP-bound Transit: The applicable Interconnection tandem switching and tandem transmission rates at the assumed mileage contained in

Exhibit A of this Agreement, apply to the originating Party. (See Section 7.3.1.1.2) The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable tariffed Switched Access Tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.8 Signaling Parameters

7.3.8.1 The Parties will interconnect their networks using SS7 signaling as defined in Qwest Technical Publication 77342 and other applicable Qwest technical publications, if any, and Telecordia GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP"). Qwest and CLEC will not provide Calling Party Number (CPN) when prohibited from doing so by regulatory requirements. Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (CHN), and destination call party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided, where appropriate, including CPN, Originating Line Information Parameter (OLIP), calling party category, CHN, etc., and privacy indicators will be honored, as described in this Section. Where SS7 connections exist, each Party shall pass CPN and/or CHN information, where available and when passing CPN is not prohibited by regulatory requirements, on each EAS/Local Traffic and IntraLATA Toll Traffic call carried over Interconnection trunks. To the extent a Party combines Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), on a single LIS trunk group, all EAS/Local Traffic and IntraLATA Toll Traffic calls exchanged without either CPN information or CHN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN and/or CHN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement.

7.3.8.2 Traffic sent to the other Party on its Interconnection trunks without CPN (unless CPN is unavailable as described in 47 CFR 64.1601(d)) and CHN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local Traffic) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/CHN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/CHN failure and to assist in its correction.

7.3.9 To the extent a Party combines Exchange Service or Exchange Access (IntraLATA Toll) carried solely by Local Exchange Carriers, and Jointly Provided Switched Access (InterLATA Traffic and IntraLATA Toll Traffic calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.3.10 IntraLATA Toll

7.3.10.1 Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists.

7.4 Ordering

7.4.1 In general, OBF guidelines for ordering Interconnection will be followed. When ordering Interconnection trunking, the ordering Party shall specify requirements on the Access Service Request (ASR). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. CLEC will order its trunks when it uses one-way trunks, for its originating traffic, or two-way trunks. Qwest will be responsible for ordering trunks when it uses one-way trunks for its originating traffic.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing Interconnection trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: http://www.qwest.com/wholesale/notices/npa_nxxProcess.html. Either Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 or OCn entrance line facility, that Party will identify the DS1 channels of the DS3 to be used to provide connecting facility assignments (CFA). Also, if either Party has provided or ordered a DS1 facility, that Party will be responsible for identification of the DS0 channels of that DS1 facility to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis, but generally no longer than one hundred twenty (120) business days after the date the plan contemplated by Section 7.4.4 is completed. If either Party cannot meet the 120 business day deadline, the Parties will meet and attempt to agree on a new Due Date. If the Parties cannot agree on a new Due Date, then the offending Party must show cause to the Commission why it cannot meet the original Due Date.

OPEN – Eschelon proposed – Qwest does not agree (Issue 1-1 (a))

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

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, Billing for the service will commence. In such instances, the date Billing to commence will be the 31st Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 “Jointly Provided Switched Access Service” or “Jointly Provided Switched Access” is defined and governed by the FCC and state access Tariffs, CLEC Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) or SECAB Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD or SECAB requirements, including filing CLEC end offices and billed percentages (BPs) in the NECA 4 tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option.

7.5.4 A charge will apply for Category 11-01-XX billable records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each billable record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 When Qwest or CLEC acts as a transit provider currently or in the future, the transit provider, upon request from the non-transit provider, will provide the non-transit provider wireline network usage data for calls originated by a wireline Local Exchange Carrier (LEC) where the call comes from a wireline LEC Switch, transits the transit provider’s network, and terminates to the non-transit provider’s network. Qwest and CLEC understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. The non-transit provider will provide to the transit provider information so that the transit provider can provide transit records in a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Upon request from the non-transit provider and where Technically Feasible, the transit provider will provide the wireline network usage data as Category 11-01-XX.

7.6.2 When Qwest or CLEC acts as a transit provider currently or in the future, the transit provider, upon request from the non-transit provider, will provide the non-transit provider wireless network usage data for calls originated by Wireless Service Provider (WSP) where the call comes from a WSP Switch, transits the transit provider’s network, and terminates to the non-transit provider’s network. Qwest and CLEC understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. The non-transit provider will provide to the transit provider information so that the transit provider can provide transit records in a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number, and state

jurisdiction. Upon request from the non-transit provider and where Technically Feasible, the transit provider will provide the wireless network usage data as Category 11-01-XX.

7.6.3 If the non-transit provider requests records pursuant to Section 7.6.1 or 7.6.2, the Parties will charge the same rate for Category 11-01-XX records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier. The charge listed in Exhibit A of this Agreement is applicable to each transit record that meets the definition of a billable record.

OPEN – Eschelon proposed; Qwest does not agree (Issue 7-18)

7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.

OPEN – Eschelon proposed; Qwest does not agree (Issue 7-19)

7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); security and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of Interconnection and accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, Remote Collocation and Facility Connected Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority, as contemplated by Section 1.7.1.2 of this Agreement. For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's Premises. CLEC does not have physical access to its virtually collocated equipment in the Qwest Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint application by CLECs in

which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's Interconnection or combining of Unbundled Network Elements, ancillary services and Finished Services. Under ICDF Collocation, CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs, ancillary services and Finished Services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs, ancillary services and Finished Services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs, ancillary services and Finished Services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation -- is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, federal, State, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and Physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation -- See Section 9.4 for a description.

8.1.1.8 Remote Collocation -- allows CLEC to collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of Cross-Connection is not Collocation.

8.1.1.9 Facility Connected Collocation -- Qwest's Facility Connected (FC) Collocation provides CLEC with access to Unbundled Network Elements (UNEs), Ancillary Services and Finished Services within a Qwest Wire Center via an entrance facility without collocating physical equipment in the Wire Center. FC Collocation takes place on a termination block or termination panel within the designated Wire Center and is engineered by Qwest. Terminating a copper or fiber cable at a Demarcation Point cross-connection to the desired service facilitates Interconnection or access to UNEs, Ancillary Services, or Finished Services within a Qwest Central Office (CO).

8.1.1.10 Collocation Available Inventory

8.1.1.10.1 Collocation Available Inventory provides the terms and conditions under which CLEC can purchase returned Collocation sites and elements ("Qwest Postings"). Available sites will be posted on the "Collocation Classified" web site: <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>.

8.1.1.10.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list.

OPEN – Eschelon proposed; Qwest does not agree (Issue 8-20)

8.1.1.10.1.1.1 Notwithstanding any other provision of this Agreement, if Qwest prepares a QPF for a posted Collocation site and for any reason the posted Collocation site is returned to Qwest inventory, Qwest will post the quoted price from the QPF on the inventory list for that site and, for future requests for that site, will waive the QPF, as the quote has already been prepared, unless Qwest establishes a change in circumstance affecting the quoted price.

8.1.1.10.1.2 Intentionally Left Blank.

8.1.1.10.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and Qwest to post listings of available Collocation sites. The site contains Qwest Postings.

8.1.1.10.1.4 Inspection of Posted sites: Upon request, CLECs may inspect posted inventory at a mutually convenient time. The rate for such inspection is contained in Exhibit A as "Site Survey".

8.1.1.11 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is not addressed in this Agreement. If the Parties desire to address it at a later date, either Party may request an amendment pursuant to Section 5.30 of this Agreement.

8.1.1.12 Joint Testing

8.1.1.12.1 Qwest's Joint Testing Process ("Joint Testing") at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation. The ICDF may be located at various points in the Qwest Wire Center including, but not limited to, a stand alone intermediate frame, Main Distribution Frame (MDF), fiber distribution panel (FDP), and existing Digital Cross Connect (DSX) frames. CLEC shall have access to all such points in the Qwest Wire Center where CLEC cabling terminates.

8.1.1.12.2 If Joint Testing shows that Qwest has incorrectly installed any Collocation facilities such that CLEC cannot use the Collocation to order services and facilities, Qwest shall promptly correct the error(s). If any corrections require ordering of materials, Qwest and CLEC will coordinate the ordering of materials. When the materials are received and the corrections made, the Parties will jointly retest until resolution. If terminations identified for testing show a greater than 2% error rate, and it is determined that the errors are Qwest errors, CLEC will not be charged for the Joint Test and any such retesting.

8.1.2 Intervals for Collocation are contained in Section 8.4.

8.1.3 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.2 General Terms

8.2.1 General Terms - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and State laws.

8.2.1.1.1 For Commingling, see Section 24

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Within ten (10) Days of receipt of the written inventory from CLEC, Qwest shall notify CLEC in writing of any objection, including a detailed description of the basis for the objection. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the Commission that such equipment is not intended for Interconnection or access to Unbundled Network

Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network pursuant to the Act.

8.2.1.2.4. Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided cross-connection device.

8.2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF;
- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest

will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming, including alarming of Qwest power elements pursuant to Qwest Technical Publication 77385 and other applicable Qwest technical publications, if any, and other elements such as heating, ventilating and air conditioning (HVAC), smoke, temperature, water, fire and security. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises. Both Qwest and CLEC are responsible for taking appropriate precautions during their construction projects, in accordance with Qwest Technical Publication 77350 and other applicable Qwest technical publications, if any, to prevent contamination and each Party will be responsible for the cost of clean-up of any abnormal contamination due to its construction work.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to a requesting CLEC within ten (10) Days of CLEC's request, a report for each requested Premises, that includes:

- a) Available Collocation space in a particular Qwest Premises;
- b) Number of collocators;
- c) Any modifications in the use of the space since the last report;
- d) Measures that Qwest is taking to make additional space available for Collocation;
- e) Whether sufficient power is available to meet the specific CLEC request;
- f) Number of CLECs in queue at the Premises, if any;
- g) Whether the Wire Center is equipped with DS3 capability; and
- h) The number and description of Qwest and its Affiliates and CLEC reservations of space.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the Customer addresses served by each Remote Premises are available to CLECs through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.qwest.com/iconn>). If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant

plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If a complete application for Collocation is denied, no fees will be assessed for processing the application. Also, if any fees were received with the application such fees will be refunded. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a Route for CLEC to provide facilities between the non-adjointing CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. In lieu of a Collocation order, CLEC may submit a letter of intent to order Collocation space for a Premises and be included on the list. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with CLEC's position in the queue. CLEC must respond within ten (10) Days of receipt of notification from Qwest with a new Collocation application. If CLEC does not provide a Collocation application within ten (10) Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue. There are no charges assessed to CLEC in relationship to the space denial queue procedures described in this paragraph.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact, it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original

Collocation Application Date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Space Exhaust Reports

8.2.1.13.1 Qwest will maintain a publicly available document, posted for viewing on the Internet, (<http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>) indicating all Premises that are full, and will update this document within ten (10) Days of the date at which a Premises runs out of physical space and will update the document within ten (10) Days of the date that space becomes available. The Space Exhaust Report will be updated within the ten (10) Day period and will identify all Wire Centers that are full, whether or not there has been a CLEC requested Space Availability Report.

8.2.1.13.2 Space Denial Reports- The Space Denial Report is another publicly available document which includes, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process: <http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>.) The Space Denial Report will be updated within ten (10) Days after Qwest denies any application for Collocation due to a lack of space.

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises;
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment (including equipment in Collocation sites posted as Qwest sites on the Available Inventory web site, if the space falls within Sections 8.2.1.14.1.1 and 8.2.1.14.1.2 below) to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, Qwest shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation application and unused,

obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested unless the costs are included in the non-recurring or recurring charges.

8.2.1.15 Collocation Cancellation

8.2.1.15.1 General

8.2.1.15.1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from Qwest of CLEC's Collocation application. A Cancellation will only occur upon request by the canceling CLEC.

8.2.1.15.1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.15.1.3 All other types of Collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

8.2.1.15.1.4 A request for Cancellation is irrevocable once Qwest has accepted the Cancellation application.

8.2.1.15.2. General Terms

8.2.1.15.2.1 The canceling CLEC, may only submit a Cancellation application if a Collocation quote has been accepted and the initial payment has been paid. The Collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

8.2.1.15.2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a complete Cancellation application.

8.2.1.15.2.3 Based on when the Cancellation application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate credit adjustments, based on work performed and expenses incurred by Qwest. The revised final quote will be issued within thirty (30) Days of Qwest's acceptance of the Cancellation application.

8.2.1.15.2.4 In the event Splitter Collocation with the BAN of the Collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation application.

8.2.1.15.2.5 In the event that CLEC has requested Direct CLEC-to-CLEC connections with the BAN of the Collocation site or Collocation application to be cancelled, such Direct CLEC-to-CLEC connection will be cancelled automatically pursuant to the submitted Cancellation application.

8.2.1.15.2.6 Upon cancellation, materials owned by CLEC and utilized in building the Collocation site will not be returned unless CLEC requests their return in writing (indicated in the notes section on the Collocation application form)

8.2.1.15.2.7 If CLEC's equipment is on the site prior to the scheduled Ready For Service (RFS) date, Qwest shall notify CLEC to remove its equipment.

8.2.1.15.3. Rate Elements

8.2.1.15.3.1 Pursuant to the terms of this Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

8.2.1.15.4. Ordering

8.2.1.15.4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.15.4.1.1 The application form is located on the Qwest web site at:

<http://www.qwest.com/wholesale/pcat/Collocation.html>

8.2.1.15.4.1.2 The application must be submitted to colo@qwest.com and rfsmet@qwest.com

8.2.1.15.4.1.3 Qwest will notify CLEC within one (1) business day after CLEC submits the application as to whether the prerequisites have been met. If Qwest believes that such prerequisites have not been met, Qwest will specifically identify, in such notice to CLEC, the information needed to make the application complete. Qwest will validate the application within two (2) business days from receipt of an application meeting the prerequisites (i.e., a complete Collocation application).

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document and Qwest Technical Publication 77350 and other applicable Qwest technical publications, if any. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if, without written permission from CLEC (in the absence of an emergency, such as a fire or medical emergency), they are either inside CLEC physical caged collocated areas or provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, drinking water and Qwest technician workstations within the Premises on a twenty-four (24) hours per Day, seven (7) Days per week basis for CLEC personnel and its designated agents. CLEC may access the Qwest Central Office Manager's office when the Central Office Manager is present. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employee's entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during an orientation meeting between Qwest and CLEC. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing in Section 8 shall be construed to limit CLEC's ability to obtain more than one form of Collocation (e.g., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Collocation Decommissioning

8.2.1.22.1 General

8.2.1.22.1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment therefrom.

8.2.1.22.1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.2.1.22.1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

8.2.1.22.1.4 An application for Decommissioning is irrevocable once Qwest accepts the application.

8.2.1.22.2. General Terms

8.2.1.22.2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC pursuant to the terms of the Agreement.

8.2.1.22.2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning application.

8.2.1.22.2.3 If CLEC does not remove equipment within thirty (30) Days after Qwest's acceptance of the Decommissioning application, Qwest will send a notification to CLEC stating the equipment is considered abandoned.

8.2.1.22.2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) Days to notify Qwest that the equipment is not abandoned or to remove equipment.

8.2.1.22.2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion, after such fifteen (15) Days has passed. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

8.2.1.22.2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) Days after receipt of CLEC's Decommissioning application.

8.2.1.22.2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

8.2.1.22.2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

8.2.1.22.2.4 Prior to submitting a Decommissioning application, financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of charges disputed pursuant to Sections 5 or 21.

8.2.1.22.2.4.1 CLEC financial obligations include payment of 100% of all undisputed non-recurring quoted charges and all undisputed applicable monthly recurring charges that are more than thirty (30)Days past due.

8.2.1.22.2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, Finished Services, and Line Sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning application will be rejected.

8.2.1.22.2.6 The Parties will comply with laws, rules, and regulations, if any, regarding notice to End User Customers and/or the Parties of discontinuance of service.

8.2.1.22.2.7 Intentionally Left Blank.

8.2.1.22.2.8 Intentionally Left Blank.

8.2.1.22.2.9 When submitting a Decommissioning application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

8.2.1.22.2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

8.2.1.22.2.9.2 The CLEC submitting the Decommissioning application must:

8.2.1.22.2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

8.2.1.22.2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning application, the application will be rejected as incomplete.

8.2.1.22.2.10 CLEC will be eligible for reimbursement on: (i) the Reusable elements (cable terminations including DS0, DS1, DS3, and fiber terminations for up to one calendar year, and (ii) the Reimbursable Elements (infrastructure used to establish or Augment CLEC's Collocation site, including cage, bays, HVAC, cable racking) for up to three (3) years, after the date the Decommissioning is completed. Such reimbursement will be of all funds received by Qwest from assuming CLEC for such Reusable and Reimbursable elements, subject to outstanding non-recurring charges relating to the Collocation site. In no event shall vacating CLEC receive more than the amount of funds paid by the vacating CLEC for the vacated Collocation site. An inventory will be completed by Qwest and furnished within ninety (90) Days of the Decommission application acceptance identifying the Reusable and Reimbursable elements and the potential credit. Reusable and Reimbursable elements are also discussed in Section 8.3.11, Available Inventory.

8.2.1.22.2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site from Qwest upon Qwest's completion of the work called for by CLEC's original Collocation application.

8.2.1.22.3. Rate Elements

8.2.1.22.3.1 Under the terms of this Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. In such cases, the applicable rates shall be the following:

8.2.1.22.3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

8.2.1.22.3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

8.2.1.22.4. Ordering

8.2.1.22.4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.2.1.22.4.1.1 The application form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/Collocation.html>

8.2.1.22.4.1.2 The Decommissioning application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

8.2.1.22.4.1.3 Qwest will notify CLEC within one (1) business day after CLEC submits the Decommissioning application as to whether the prerequisites have been met. If Qwest believes that such prerequisites have not been met, Qwest will specifically identify, in such notice to CLEC, the information needed to make the Decommissioning application complete. Qwest will validate the Collocation Decommission application within two (2) business days from receipt of an application meeting the prerequisites (i.e., a complete Collocation Decommission application).

8.2.1.22.5 Billing

8.2.1.22.5.1 CLEC shall pay all monthly recurring charges until Qwest receives the complete Collocation Decommission application, meeting the prerequisites described in 8.2.1.22.4.1.3. The effective date to cease the monthly recurring Billing will coincide with the date that the complete Collocation Decommission application was submitted.

8.2.1.23 CLEC-to-CLEC Connections

CLEC-to-CLEC Connections shall be ordered either as part of an application for Collocation under Section 8.4 or separately from a Collocation application in accordance with Section 8.2.1.23.3.5. Direct CLEC-to-CLEC Connections and CLEC-to-CLEC Cross Connections at the ICDF are available as follows:

8.2.1.23.1 Direct CLEC-to-CLEC Connections (CLEC provided cable)

Qwest shall design and engineer the most efficient Route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient Route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient cable Route and cable racking, Qwest shall consider all information provided by CLEC in the application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated Route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the Route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises).

8.2.1.23.2 Intentionally Left Blank

8.2.1.23.3 CLEC-to-CLEC Cross Connections at an ICDF

8.2.1.23.3.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at an ICDF.

8.2.1.23.3.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on ICDF(s) at the same service rate level.

8.2.1.23.3.3 If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the ICDF frame/bay where the other CLEC resides. Qwest shall allow Central Office access to CLEC for engineering and ordering purposes; in cases of Virtual Collocation a Qwest escort will be required. These tie cables would be ordered through the existing Collocation application form.

8.2.1.23.3.4. CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters, regeneration may be required.

8.2.1.23.3.5 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on

the ASR. CLEC requests service order activity by using the industry ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.23.3.6 Qwest, following receipt of the ASR, will perform ICDF connections and regeneration functions, if required. Equipment additions for regeneration (if no spares are available) will be initiated. Qwest completes these activities and conducts verification testing (when a signal is present) appropriate to the facility being ordered.

8.2.1.23.3.6.1 Verification testing (when a signal is present) of the cross-connection will be conducted to assure compliance with the ASR. Cooperative testing on circuits will be conducted with Qwest and requesting CLEC(s) technicians.

8.2.1.23.3.6.2 Qwest will coordinate with the requesting CLEC and schedule the testing of the completed cabling, ICDF connections and regeneration. CLEC(s) will be responsible to terminate cabling into their respective Collocation equipment prior to the testing effort.

8.2.1.23.3.6.3 Although circuit testing is the responsibility of the CLECs, Qwest will provide technician support of CLEC to CLEC circuit testing efforts and provide trouble-shooting support, as necessary to successfully complete an ASR.

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest End User Customers. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30)

Days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking. Outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. If CLEC elects to construct or subcontract the construction and build-out of Physical Collocation arrangements, Qwest shall reduce the charges, which are reflected in Qwest's quote, accordingly. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes. Qwest shall, upon request, provide CLEC with a list of approved contractors.

8.2.1.29 Power

8.2.1.29.1 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if a condition exists with respect to power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.29.2 -48V DC Power Ordering, Monitoring, and Measuring

OPEN – Eschelon proposed modification; Qwest does not agree (Issue 8-21)

8.2.1.29.2.1 CLEC orders DC power ~~plant-feeder cables~~ in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. Qwest measures power ~~usage~~ on the power board, as described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.

OPEN – Eschelon proposed modifications; Qwest does not agree (Issue 8-21 (a))

8.2.1.29.2.2 Measurement of ~~Power~~ Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. Qwest will bill CLEC ~~power usage~~ based on the size of the feeder cable ordered pursuant to Section 8.2.1.29.2.1 above amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this

Section. Qwest will measure ~~power~~ usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. ~~CLEC is required to have its equipment in place prior to making any request for Qwest measure power usage. If the initial measurement is zero, CLEC must notify Qwest when its equipment is in place and allow Qwest an additional reading to measure power.~~ Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly ~~power~~ usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Once Qwest receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading.

8.2.1.29.3 -48V DC Power Reduction/Restoration

8.2.1.29.3.1 DC Power Reduction.

8.2.1.29.3.1.1 DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed. Power must be reduced down to zero. CLEC will retain the existing power cabling and fuse position for future power requests or until such time as CLEC informs Qwest it wishes to discontinue the option. See Section 8.5.5.2.

8.2.1.29.3.1.2 DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary and/or secondary feed to a minimum of twenty (20) amps.

8.2.1.29.3.1.3 When CLEC orders a reduction in DC Power, CLEC assumes all responsibility for adverse impacts to CLEC-provided service and equipment within the Collocation space that arise due to the reduced level of power ordered by CLEC.

8.2.1.29.3.2 DC Power Restoration

8.2.1.29.3.2.1 DC Power Restoration With Reservation allows CLEC to restore reserved power on the power board or BDFB.

8.2.1.29.3.2.2 DC Power Restoration Without Reservation allows CLEC to restore amps on a primary and/or secondary feed.

8.2.1.29.3.3 Moves between the BDFB and the power board associated with CLEC's request for Power Reduction/Restoration will occur only when both CLEC has requested Power Reduction or Restoration and a move is required to fulfill CLEC's request. Appropriate charges will apply when moves are required. Moves may be required when: 1) Qwest is unable to re-fuse CLEC at its original power source or to use an alternative fuse position on the power board, or (2) power is moved from the BDFB to the power board because CLEC's power

increases from sixty (60) amps or below to above sixty (60) amps. See Section 8.2.1.29.2.1.

8.2.1.29.3.3.1 If a move between the BDFB and the Power Board is necessary, Qwest will provide the applicable ICB rates in the QPF quote. If no such move is required, no ICB charge for the move applies. Qwest will provide a quote for any move between the BDFB and the power board to CLEC within twenty-five (25) Days. For ordering, see Section 8.4.10.

8.2.1.29.3.4 In instances where no fuse positions are available and a fuse position is needed for Qwest or a requesting CLEC, Qwest reserves the right to notify CLEC of the need to either re-energize the secondary feed(s) to at least twenty (20) amps or relinquish the power cabling and fuse position to Qwest within thirty (30) Days of receipt of the notification. If CLEC elects not to re-energize the secondary feed to at least twenty (20) amps, the reservation of the power cabling and fuse position will be cancelled, and Qwest will stop Billing for the Power Maintenance Charge. If Qwest is unable to provide the requested power restoration of the held feed(s) due to power capacity exhaust, Qwest will refund all Power Maintenance Charges collected since the reservation was accepted.

8.2.1.30 No later than the date CLEC accepts a Collocation site, Qwest shall provide CLEC a document providing a detailed layout record of final inventory and wiring conditions that relate to CLEC's Collocation site (the "APOT Form"). The APOT Form shall include particulars relating to a CLEC application for Collocation as well as CFA termination data such as cable name, facility type, channel (first unit pair, last unit pair), cable length, A (CO) and Z (CLEC) CLLIs, service type, frame code, floor, relay rack, panel, jacks/mod, fiber count, fiber circuit IDs, etc. The APOT Form is currently referred to as the "Physical Collocation Entrance Facility and Frame Termination Sheet".

8.2.1.30.1 Once CLEC accepts the quote for a Collocation site, Qwest will provide a preliminary APOT Form to CLEC. This form will be delivered at least fifteen (15) Days prior to the Ready For Service (RFS) date and will contain the terminations as originally assigned by Qwest. The terminations identified on the preliminary APOT Form are subject to change until Qwest issues the final APOT Form. Once Qwest completes the Collocation site preparation, on or before the RFS date, and CLEC has paid 100% of the non-recurring charges associated with the Collocation site, Qwest will deliver a final APOT Form to CLEC. The Parties will schedule a walk through of the space within twenty-one (21) Days of RFS. Qwest will provide the final APOT Form to CLEC prior to the final walk through which will enable CLEC to verify whether information on Qwest's final APOT Form matches the labeling of the APOT terminations on the ICDF. Final APOT indicates that the terminations are loaded into Qwest's systems. During the final walk through with a Qwest designated employee, CLEC has the opportunity to review the Collocation site ordered by CLEC. The walk through shall be acceptance of the Collocation site unless deviations are noted in the completion package referred to in Section 8.5.3.1. Qwest will correct any deviations identified by CLEC at no additional charge. If CLEC has utilized information on its preliminary APOT Form to place orders for UNEs, Ancillary Services, Finished Services, etc., CLEC must verify the information against its final APOT Form. If Qwest changes the APOT information from the preliminary APOT Form to the final APOT Form, CLEC must supplement the affected

orders to include the correct information. If Qwest provides final APOT information, but later changes the final APOT, Qwest will process, at no additional charge, the supplemental orders. If Qwest provides final APOT information, but later changes the final APOT, Qwest will process the individual supplemental circuit orders at no additional charge. Qwest will use its best efforts to meet the Due Date on the original order for the circuit(s). Failure by Qwest to meet the original Due Date will trigger the applicable remedies contained in Exhibit K of this Agreement. If one final APOT for a Collocation site is in error, monthly recurring Collocation charges for CFA terminations in error will be credited during the time between (1) the identification of an APOT error and (2) after all of the following have been completed: Qwest's resolution of the error, Qwest's provision of corrected APOT information to CLEC and input of that information into Qwest's system. If, within a thirty (30)-Day period, more than one final APOT for a Collocation site is found to be in error, Qwest will credit CLEC all monthly recurring Collocation charges for that Collocation site for the time period between (1) the identification of the second APOT error and (2) after all of the following have been completed: Qwest's resolution of the error, Qwest's provision of corrected APOT information to CLEC and input of that information into Qwest's system.

8.2.1.30.2 Qwest will label the CLEC block on the ICDF and TIE cable in the Collocation site with the appropriate cable information.

8.2.1.31 If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Collocation Premises, Qwest shall provide a written notice to CLEC which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for Qwest's determination of abandonment, (iii) a point of contact at Qwest regarding the claimed abandonment and (iv) notice that CLEC has thirty (30) Days from the date of such notice to remove its equipment or property.

8.2.1.31.1 If CLEC responds in writing within thirty (30) Days that it disputes Qwest's determination of abandonment, the parties may resolve the dispute through negotiation or Dispute resolution pursuant to Section 5.18, initiated no later than the end of such thirty (30) Day notice period.

8.2.1.31.2 If CLEC responds in writing to such notice agreeing with such abandonment or fails to respond to such notice, CLEC's equipment shall be deemed abandoned and CLEC shall have until the end of such thirty (30) Day notice period to remove its equipment or property from the Collocation Premises. If CLEC fails to remove all of its equipment or property by the end of such thirty (30) Day period, such equipment or property shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and Qwest may appropriate, sell, store, and/or otherwise dispose of such equipment. Once the time period for removal of all of CLEC's equipment or property has elapsed, Qwest shall cease charging CLEC any recurring charges associated with the Collocation Premise where such abandoned equipment or property was located. CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or disposition of such equipment or property, provided that Qwest makes reasonable efforts to mitigate such expenses. If Qwest receives value for such abandoned equipment or property, Qwest shall use such value to offset expenses it incurs in appropriating, selling, storing or otherwise disposing of such equipment or property. Qwest shall not be obligated to provide CLEC with an accounting of expenses Qwest seeks to recover from CLEC, unless CLEC requests in writing such an accounting and agrees to bear the reasonable expenses incurred by Qwest in preparing the same.

Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning application, the terms for Collocation Decommissioning, Section 8.2.1.22, contained in this Agreement shall apply.

8.2.1.32 CLEC shall not be required by Qwest to relocate a Collocation site. If CLEC, at Qwest's request, agrees to relocate a Collocation site, then Qwest shall reimburse CLEC for any and all costs reasonably associated with such relocation.

8.2.1.33 Qwest will mitigate and clean up hazardous wastes, materials or substances, if any, on its Premises (including Collocation sites available pursuant to Sections 8.2.10.3 and 8.2.10.4) in compliance with Applicable Law and technical publications, including Technical Publication 77350 and other applicable Qwest technical publications, if any. Except as provided in the previous sentence, for purposes of this Section 8.2.1.33, materials containing asbestos (including but not limited to floor tiles) when undisturbed shall not be considered to be hazardous waste, materials or substances. Before conveyance of a Collocation Site to CLEC, Qwest will notify CLEC in writing of the presence of any such materials containing asbestos. Notwithstanding Section 8.2.10.4.4, if hazardous material is contained in a Standard Site or a Special Site prior to CLEC's acceptance of that Site, Qwest will mitigate such hazardous wastes, materials or substances in the Site before CLEC acceptance of the Site.

8.2.2 General Terms - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the Qwest Premises. However, CLEC will have physical access to the Demarcation Point in the Qwest Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, State or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (*i.e.*, expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 General Terms - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Intentionally Left Blank.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (*e.g.*, racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350 and other applicable Qwest technical publications, if any, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, Maintenance and Repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted non-recurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted non-recurring charges. All appropriate (*i.e.*, space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

OPEN – Eschelon proposed; Qwest cannot agree (Issue 8-24)

8.2.3.9 Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC's listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that Qwest's determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. Qwest will not enter CLEC's caged Collocation space or access CLEC's cageless Collocation equipment as part of a random safety audit. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, pursuant to the random audit, Qwest does not demonstrate non-compliance, Qwest shall pay CLEC using the rates in Exhibit A for Additional Labor Other, for CLEC time spent, if any, as a result of Qwest's audit. If, at any time, pursuant to a random audit or otherwise, it is determined that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the Qwest time spent for audit using the rates in Exhibit A for Additional Labor Other, removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform

such work and/or take such action as is necessary to correct the condition at CLEC's expense. In the event CLEC notifies Qwest that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocated space. Upon CLEC's request, this service shall be available per standard Qwest business service Provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, State, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from five (5) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities; 2) purchasing private line or Access Services; 3) Unbundled Network Elements; 4) microwave entrance facilities; and 5) CLEC to CLEC connection to a third party provider. Other entrance facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities,

on Premises owned or controlled by Qwest, to access CLEC transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or if requested, Qwest will perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) Days after receipt by Qwest of the CLEC's Microwave Entrance Facility application, unless the CLEC requests a later date. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an inspector fee per site requested. If either Party disputes the Technical Feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to CLEC within thirty (30) Days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation application. If CLEC does not submit a Collocation application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If Qwest's assistance is required in order for a CLEC to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a

time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the antenna equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or waveguide/transmission facility from the cable entry hatch to the CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and CLECs, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.4.10 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase CLEC to CLEC connection to a third party provider.

8.2.5 General Terms – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who require access to the Qwest Wire Center for combining Unbundled Network Elements, ancillary services and Finished Services, including local Interconnection trunks. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, ancillary services and Finished Services ordered by CLEC. CLEC may combine one (1) UNE to another UNE, an ancillary service, or a Finished Service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX Panels for DS1 and DS3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame

8.2.5.1.1 For Commingling, see Section 24.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element, ancillary service and Finished Service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element, ancillary service and Finished Service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Intentionally Left Blank.

8.2.6 General Terms - Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. Qwest will exercise its rights within seven (7) Days of receiving notice of termination. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental

hut, or similar structure.

8.2.7 General Terms – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to Technical Feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.2.8 General Terms for Facility Connected Collocation

8.2.8.1 FC Collocation is available if CLEC wishes to obtain access to Unbundled Network Elements (UNEs), Ancillary Services or Finished Services without the use of equipment collocated in a Qwest Wire Center.

8.2.8.2 Qwest performs the installation of individual UNEs to the block termination point indicated by CLEC on the Alternative Point of Termination (APOT) form

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and cross-connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services (if utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility). DS1 Copper entrance facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX Panel. Qwest will install and charge for this repeater equipment.

8.2.8.3.2 Fiber Entrance Facility termination and cross-connection to appropriate fiber UNEs (Dark Fiber).

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR) when there is an issue of Technical Feasibility. When there is no issue of Technical Feasibility the SRP will be used.

8.2.8.3.4 All Qwest terminations on the Termination Frame or Termination Panel will be given a frame address. Qwest will establish and maintain frame or panel address records for Qwest terminations.

8.2.8.3.5 Protection for lightning or voltage is required when copper entrance facilities are used and Qwest will require protection units on standard connector blocks on the distribution frame. Qwest will engineer and install this protection. All copper cables used for Interconnection or access to UNEs, Ancillary Services, or Finished Services must come through a cable vault/entrance facility and have grounded/bonded sheaths.

8.2.8.3.6 CLEC is responsible for providing an entrance facility to the Collocation-Point of Interconnection (C-POI).

8.2.9 Intentionally Left Blank

8.2.10 General Terms - Collocation Available Inventory

8.2.10.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a Commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement.

8.2.10.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

8.2.10.3 Standard Sites

8.2.10.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In CLEC Collocation application for such a site, CLEC may also request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations, if Qwest completely removes such terminations from the Collocation space.

8.2.10.3.2 All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation Augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

8.2.10.3.3 If the assuming CLEC requests modifications to the Qwest posted site, the terms and conditions of this Agreement relating to Collocation Augments apply.

8.2.10.3.4 CLEC must pay the initial fifty percent (50%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

8.2.10.4 Special Sites:

8.2.10.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment (Special Sites). These Special Sites will not be decommissioned and may be offered with Electronic Equipment (Equipment),

Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

8.2.10.4.2 Intentionally Left Blank.

OPEN – Qwest proposed modifications; Eschelon does not agree (Issue 8-20 (a))

8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. If CLEC requests an augment application then CLEC will be a charged a QPF instead of the special site assessment fee. Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

8.2.10.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

8.2.10.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

8.2.10.4.4.2 Any mitigation and clean up of a Special Site by Qwest before conveyance of the Special Site to the assuming CLEC pursuant to Section 8.2.1.33, and any handling, scrap, destruction or other disposition of any Equipment by the assuming CLEC after conveyance of the Special Site to the assuming CLEC, shall conform and comply with the following:

- a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the

Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

b) Any applicable Qwest Technical Publications.

8.2.10.4.5 Intentionally Left Blank.

8.2.11 General Terms - Joint Testing

8.2.11.1 Qwest will only perform Joint Testing between the CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is available upon CLEC's request. Joint Testing shall include, but not be limited to: (i) a comparison of the physical terminations of CLEC cabling (e.g., DS0s, DS1s, DS3s) at Qwest's ICDF against a printout of Qwest's APOT data, (ii) verification of cable count sequence and continuity for each cable pair in the inventory, and (iii) if any failure of continuity is found and cannot be resolved during the joint test, Qwest will provide notification of the resolution of such troubles.

8.2.11.2 Qwest will not charge a Quote Preparation Fee (QPF) for the Joint Testing Process. Qwest and CLEC will negotiate a scheduled test date within 10 Days from the receipt of the Joint Testing application. Qwest and CLEC will negotiate to complete the Joint Testing within thirty (30) Days after receipt of CLEC's application. CLEC must specify the terminations it is requesting for the Joint Testing. When Joint Testing is requested as part of an initial or subsequent application for Collocation (new, change, or Augment) Qwest will contact CLEC to negotiate a schedule for Joint Testing based on RFS date. Qwest will charge for Joint Testing on a per application basis as described in Section 8.2.11.6 of this Agreement.

8.2.11.3 CLEC must provide specific information about the terminations to be tested and preferred test dates and times, if any, on its application for Qwest to arrange a mutually agreeable Joint Testing date and time. CLEC may request Joint Testing on a Collocation application form or on an optional separate form for Joint Testing at the ICDF, both of which are available on the Qwest web site. Qwest will acknowledge via email an acceptance of CLEC's application within 2 business days of receipt of a Joint Testing at the ICDF application.

8.2.11.4 Each Party will provide test gear for its technicians. Qwest employees will assist CLEC in conducting Joint Testing on terminations at the ICDF. Qwest employees will not operate CLEC test gear.

8.2.11.5 If an error rate of 2% or more is determined to exist on the terminations that are identified for Joint Testing and are being tested during the scheduled Joint Testing period, and the errors are identified as Qwest errors, Qwest will not charge for the Joint Test and any retesting necessary for resolution. However, if the rate of error is less than 2%, or if the errors are facility errors on facilities provided by CLEC, Qwest will charge for the Joint Testing Process as described below (i.e., one pair is counted as two terminations and errors are counted on a per termination basis).

8.2.11.6 CLEC may request Joint Testing of additional terminations not identified on its application (new, change, or Augment) for Joint Testing by submitting the separate Joint Testing application form at a later date. With a minimum of ten (10) Days notice from CLEC, Qwest will also accept changes to the Joint Test application form if CLEC wants to change the date or number of terminations to be Joint Tested. Cancellations requested by CLEC less than 24 hours prior to the scheduled joint test will be billed the minimum charge. Scheduling for Joint Testing will be implemented as follows:

- The amount of time scheduled for Joint Testing must be agreed upon between Qwest and CLEC and must be a reasonable time period based on the number of terminations, types of terminations, the testing to be performed and other relevant factors. A qualified Qwest technician shall be available for the period of time scheduled for Joint Testing.
- At its discretion, CLEC may schedule multiple test dates on terminations to be tested. If CLEC requests multiple scheduling dates, Qwest will charge the minimum one (1) hour charge for each scheduled test date. Rules concerning cancellation will apply for multiple test dates.
- Every scheduled test will be billed a one (1) hour minimum charge. If possible, the Qwest technician will stay beyond the scheduled time to complete testing.

8.2.11.7 If CLEC requests that charges be waived pursuant to Section 8.2.11.5 because of Qwest errors found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct. If Qwest wishes to access CLEC Collocation space, it must provide CLEC with notice of its desire to access such space and coordinate a mutually agreeable time with CLEC so that a CLEC representative can be present to make such access available. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges shall be waived. Otherwise, Qwest will charge for Joint Testing it performs.

8.2.11.8 If errors are found during the Joint Test Process, Qwest will only provide tools, materials and labor for the repair of Qwest-network faults. Repairs where Qwest has tools, materials and time will be completed on the same day as the Joint Testing. Where Qwest does not have tools, materials and time available, and no procurement of materials is necessary, Qwest will complete repairs within two (2) business days after the Joint Testing. In those situations where procurement of materials is necessary, or Qwest requires vendor assistance, Qwest will complete the repairs within seven (7) business days after the Joint Testing. The references to "time" in the preceding sentences mean that the repairs can be completed in the time scheduled for the Joint Testing or that the Qwest technician is able to remain after such scheduled time to complete repairs. Any time spent by Qwest repairing troubles for which Qwest is responsible shall be deducted from the Joint Testing time, unless no charges apply pursuant to Section 8.2.11.5 or Section 8.2.11.8.1. If errors are facility errors and CLEC provided such facilities, CLEC will be responsible for the replacement or repair of those facilities.

8.2.11.8.1 If Qwest performs repairs after the Joint Testing is concluded, within a reasonable amount of time Qwest shall notify CLEC of the completion of such repairs. Within a reasonable amount of time thereafter, CLEC may request Joint Testing of such repaired terminations. Such re-testing will be at no charge to CLEC.

8.2.12 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.3 Rate Elements

Rates for Collocation are included in Exhibit A. For Pricing generally, see Section 22.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and non-recurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quote in support of Collocation:

8.3.1.3 Quote Preparation Fee ("QPF"). Qwest will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF becomes a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g., deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

OPEN — Qwest proposed modifications; Eschelon does not agree (Issue 8-21 (b))

8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. ~~Both Power Charges described in this Section are adjusted based on usage readings when power is measured.~~

OPEN — Qwest proposed modifications; Eschelon does not agree (Issue 8-21 (c))

8.3.1.6.1 ~~There are two -48V DC Power charges: (1)~~ The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. ~~The (2) The -48 Volt DC Power Usage Charge, which~~

~~is also specified in Exhibit A. Both -48V DC Power charges may be either non-measured or measured, as follows:~~

OPEN — Qwest proposed modifications; Eschelon does not agree (Issue 8-21 (d))

8.3.1.6.2 The -48 Volt DC Power Usage Charge recovers the cost of the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.

a) Non-Measured -48 Volt DC Power Usage Charge – Qwest will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. Qwest will not adjust the billed usage based upon power usage readings. This applies to all CLEC orders for -48 Volt DC Power which are equal to or less than sixty (60) amps. Qwest will apply the -48 Volt DC Power Usage Charge for the quantity of power ordered by CLEC. Qwest will not adjust the billed usage based upon ~~actual usage.~~ power usage readings. This charge also applies to all CLEC orders for -48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.

b) Measured -48 Volt DC Power Usage Charge – This measured power usage charge applies, if elected by CLEC, on a per amp basis to ~~all~~ orders of greater than sixty (60) amps. For orders of greater than sixty (60) amps, CLEC may elect Measured -48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement. Qwest will initially apply the -48 Volt DC Power Usage Charge to the quantity of power ordered by CLEC. Qwest will determine read the actual power usage as described in Section 8.2.1.29.2.2 and will charge based on the power usage at the time of the reading, on a going forward basis, until the next reading.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power Feed is optional. The AC Power Feed is available with single or triple phase options. The recurring AC Power Feed rates in Section 8.1.5.1 of Exhibit A apply on a per ampere, per month basis. There are no non-recurring charges associated with the items in Section 8.1.5.1 of Exhibit A. The non-recurring AC Power Feed rates in Section 8.1.5.2 of Exhibit A apply on a per foot basis. The recurring AC Power Feed rates in Section 8.1.5.2 of Exhibit A apply on a per foot, per month basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Channel Regeneration. Required when the distance from the leased

physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and Qwest's network or between contiguous or non-contiguous Collocation spaces of the same CLEC. Regeneration will not be charged between different CLECs for CLEC-to-CLEC Cross Connections at an ICDF. For regeneration Qwest abides by the cable distance limitations as addressed in ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 Services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame.

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their

Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type (i.e., COSMIC™ Hardware), standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest, Minimum installation requires at least one (1) block for every two (2) outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis. If rates defined in Exhibit A are

applicable they will be used.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per feed. Per feed includes both the A and B feed.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and non-recurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.17.1 Special work may include emergency power, environmental support, or other services. Special work will be billed on an Individual Case Basis (ICB) unless there is an identified rate in Exhibit A.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is

subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the CLEC-provided equipment bay, including property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared

Collocation, Qwest may not increase the cost of site preparation or non-recurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating Party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, humidity, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge for Caged Collocation. Used to connect the Premises common ground to CLEC equipment. Recurring and non-recurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the Unbundled Network Elements, ancillary services or Finished Services ordered by CLEC, the cost of extending the Unbundled Network Elements, ancillary services or Finished Services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 Charges for Remote Collocation and Adjacent Remote Collocation are set forth in Section 8.6 of Exhibit A. To the extent that the rate in Exhibit A is identified as ICB, the charges will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.3.8 Rate Elements – Facility Connected (FC) Collocation

8.3.8.1 Non-recurring Charges

8.3.8.1.1 Quote Preparation Fee (QPF): Qwest will assess a QPF when it delivers a Collocation quote to CLEC. Once the quote is delivered, the QPF becomes a non-refundable charge for the work required to process the request for a price quote for the total costs to CLEC for its FC Collocation request. Quote Preparation includes the following functions: order validation, Collocation project management, space verification, inventory of all reusable elements, preparation of new design work package (power and space planning and engineering, entrance facility engineering and construction (as required), engineering of additional elements and associated database changes (e.g., deleting old termination from vacating CLEC and establishing assuming CLEC terminations), and preparation of initial quote. These work steps are the same for any new engineering job.

8.3.8.1.2 Engineering Labor provides the planning and engineering of CLEC entrance facility or demarcation at the time of installation or change.

8.3.8.1.3 Copper Entrance Facility: Charge provides for installing the cable from the C-POI to the Demarcation Point and the cost of splicing from the CLEC cable to the Qwest fire rated Central Office cable. Charge also includes racking and risers in the Central Office and labor to terminate cable to 310 block.

8.3.8.1.4 Fiber Entrance Facility: Charge provides for the fiber optic cable from the C-POI utilizing Qwest conventional single mode type of fiber optic cable to the Fiber Distribution Panel. The Collocation entrance facility includes: manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame.

8.3.8.1.5 Termination Block: Charge to recover the 310 Block with protectors to terminate CLEC Copper Entrance Facility.

8.3.8.1.6 Termination Panel: Charge to recover the Fiber Distribution Panel to terminate CLEC Fiber Entrance Facility.

8.3.8.1.7 DS1 Voltage Isolation: Charge to recover Cost of Westell 31m228U card in T1 shelf. Used to isolate DS1 signal line voltage from Qwest DSX. Charge is applied only when CLEC is transmitting a DS1 signal over copper entrance facility.

8.3.8.2 Recurring Charges

8.3.8.2.1 Copper Entrance Facility: Charges are assessed for the ongoing maintenance of the entrance facility and use of shared infrastructure such as, racking and risers.

8.3.8.2.2 Fiber Entrance Facility: Charges are assessed for the ongoing maintenance of the facility and use of shared infrastructure such as racking, risers

and conduit.

8.3.8.2.3 Termination Block: Charge for the maintenance of the 310 block with protectors.

8.3.8.2.4 Termination Panel: Charge for the maintenance of the panel.

8.3.8.2.5 DS1 Voltage Isolation Charge: Labor to install and maintain Westell 31M228U T1 shelf. Charge also includes cabling, frame, and DSX Panel for terminating entrance facility from the power isolation card. Charged only when CLEC is transmitting a DS1 signal over the copper entrance facility.

8.3.9 DC Power Reduction/Restoration Rate Elements

8.3.9.1 DC Power Reduction

8.3.9.1.1 DC Power Reduction With Reservation. A recurring Power Maintenance Charge and a non-recurring Power Reduction Charge apply.

8.3.9.1.2 DC Power Reduction Without Reservation. A non-recurring Power Reduction Charge applies. For moves between the BDFB and the Power Board, see Section 8.3.9.3.

OPEN – Qwest proposed language; Eschelon does not agree (proposes to delete) (Issue 8-22)

8.3.9.1.3 DC Power Reduction QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.

8.3.9.2 DC Power Restoration

8.3.9.2.1 DC Power Restoration With Reservation. When power is restored, nonrecurring charges will be applied for the work required to restore the power. The nonrecurring charge will be equal to the nonrecurring charge for reducing the power. See Exhibit A.

8.3.9.2.2 DC Power Restoration Without Reservation. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges.

OPEN – Eschelon proposed modification; Qwest does not agree (Issue 8-22)

8.3.9.2.3 DC Power Restoration Without Reservation QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Restoration Without Reservation request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.

8.3.9.3 Location Change Charge for Moves Between the BDFB and the Power Board

for DC Power Reduction/Restoration.

8.3.9.3.1 CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) to perform the engineering and planning work to process the DC Power Reduction/Restoration request per Collocation space. Nonrecurring charges associated with moving between the BDFB and the power board will be on an ICB basis.

8.3.10 Intentionally Left Blank.

8.3.11 Rate Elements - Collocation Available Inventory

8.3.11.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLECs may receive a potential refund from sale of available/discounted sites based on outstanding non-recurring charges, amounts for reimbursable elements and transfer fees.

8.3.11.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

8.3.11.2.1 If the assuming CLEC requests modifications to the Qwest posted site, the rate elements of this Agreement relating to Collocation Augments apply.

8.3.11.2.1a Quote Preparation Fee (QPF): The QPF is identified in Exhibit A.

8.3.11.2.2 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (e.g., cage, bays, HVAC, cable racking, and for Special Sites - power) to provision the original Collocation site.

8.3.11.2.2.1 Non-recurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

8.3.11.2a Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e., Express Fiber Entrances).

8.3.11.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before Qwest begins work.

8.3.11.3.1 The Site Survey Fee shall apply if a site survey is requested by CLEC. It applies to Standard and Special Sites and is a non-refundable, non-recurring charge for a site visit conducted prior to the submission of an application by CLEC. This rate element is identified in Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

8.3.11.3.2 The Special Site Assessment Fee is a non-refundable, non-recurring fee per Exhibit A. This rate element is in lieu of the Standard Site QPF because

Qwest has already installed some of the reusable equipment and/or reusable infrastructure. Qwest has not spent additional time and resources to decommission this Special Site.

8.3.11.3.3 Non-recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in Exhibit A of this Agreement.

8.3.11.3.4 The Network Systems Assessment non-recurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in Exhibit A.

8.3.11.3.5 Any Equipment contained in the site will be conveyed at \$0.00 charge.

8.3.11.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

8.3.11.5 Intentionally Left Blank.

8.3.12 Rate Elements - Joint Testing

8.3.12.1 Qwest will recover costs for joint tests through a non-recurring charge identified on Exhibit A. The rate is a minimum one (1) hour Virtual Collocation maintenance rate and a per half hour charge at the same rate for time over the first hour. This charge only applies to the time needed to complete the joint test pursuant to Section 8.2.11.

8.3.12.2 Qwest will correct at no charge to CLEC any errors found during Joint Testing that Qwest caused or for which Qwest is otherwise responsible.

8.3.13 Rate Elements – CLEC to CLEC Connections

8.3.13.1 For CLEC to CLEC connections, the charges identified in Exhibit A apply.

8.3.14 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in CLEC Information Section of this Agreement before submitting a Collocation application Form to Qwest, if CLEC has not already done so. See Section 3.2.

8.4.1.2 Any material changes, modifications or additional engineering requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation application. For purposes of this Section, Material Changes are: increasing one POI to two POIs; adding AC essential power; changing from shared to express entrance facility type; changing from express to shared entrance facility type; increasing DC current; increasing to

two A and B feeds; increasing the square footage of the enclosure; increasing the number of bays for cageless physical; increasing the terminations for ICDF; changing Collocation type from caged physical to cageless physical, caged physical to virtual, virtual to cageless physical, or cageless physical to virtual. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. In determining how much additional time a material change would take to process, Qwest will use its best efforts to minimize the extension of the interval beyond the interval for the underlying Collocation application. Changes not listed in this Section are nonmaterial changes. Any non-material changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Central Office space Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank.
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);
- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter during or after which CLEC expects to submit its Collocation application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;

- b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.4.2 Notwithstanding the foregoing, Qwest shall not deny Collocation based on lack of a forecast or an inaccurate forecast.

8.4.1.5 CLEC shall submit a Collocation application to order Collocation at a particular Qwest Premises. Throughout this Section 8, there are references to several types of applications or other forms. All such applications and forms shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement. A Collocation application shall be considered complete, if it contains the following items (when applicable):

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality, i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the application, how this equipment is necessary for access to UNEs or Interconnection. Upon Qwest's reasonable request, CLEC will provide high level equipment interface or connectivity diagram for switching equipment described in the application.
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) If desired, an alternate form of Collocation if first choice is not available; and
- j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation application. If Qwest determines that the application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) Days after receipt of the application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its application and resubmit the application within ten (10) Days after being advised of the deficiencies.

8.4.1.5.2 Qwest shall acknowledge receipt of all applications for Collocation within two (2) business days. If Qwest has additional information available at that time, including whether the application for Collocation is complete, Qwest shall provide such information as well. Upon CLEC request, Qwest shall participate in a telephone call with CLEC to discuss such information within 48 hours of receipt of the application.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power, HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide the space feasibility within ten (10) Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide the space feasibility, which will include the start date of the reservation and the time period for which it is valid, and a Billing invoice for the Space Reservation Fee, listed in Exhibit A, within ten (10) Days.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must submit the Space Reservation Fee (\$2,000.00) within seven (7) Days of receipt of the Billing invoice. If CLEC submits the Space Reservation Fee and its written acceptance between eight (8) and thirty (30) Days of receipt of the Billing invoice, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the payment more than thirty (30) Days after receipt of the Billing invoice. In the event Qwest does not honor the reservation, Qwest shall promptly refund or credit at the CLEC's option, any payment made by CLEC along with a written explanation of the reason the reservation will not be honored.

8.4.1.7.3 Upon receipt of the Space Reservation Fee, Qwest will reserve the space on behalf of CLEC in accordance with the application and take necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after receipt of the payment.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. The Space Reservation Fee will be applied against the

Collocation construction for the specific Premises. Upon notification of the cancellation Qwest will refund a prorated portion of the \$2000.00 reservation fee.

- a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the Space Reservation Fee will be returned to CLEC.
- b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) Days from receipt of wire transfer, fifty percent (50%) of the Space Reservation Fee will be returned to CLEC.
- c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) Days from receipt of wire transfer, twenty-five percent (25%) of the Space Reservation Fee will be returned to CLEC.
- d) Cancellation notification after two hundred and seventy (270) Days from receipt of wire transfer, zero percent (0%) of the Space Reservation Fee will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may Option one (1) Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified

in Section 8.4.1.8.1) for which the option is being sought. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) Days, the availability and start date of, and time frame and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the non-recurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) Days of receipt of the quotation. When Qwest takes an Option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the non-recurring portion of the Option Fee, Qwest will Option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, CLEC must:

- a) Submit a Collocation application during the Option time frame; or
- b) The Option may be renewed if a Collocation Space Option application is received at least ten (10) Days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation application (CLEC A is the requesting Party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of CLEC A's Collocation application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the requirements of CLEC A's Collocation application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise it's Right of First Refusal by submitting either a Collocation application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation application set forth in Section 8.4.1.7, within ten (10) Days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished

(affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation application. Once Optioned space has been relinquished for use to fulfill the Collocation application, the terms and conditions for ordering Collocation under this Agreement shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seven (7) Days to indicate its intent to submit a Collocation application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a non-recurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation application for Optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such application.

8.4.1.9 Qwest shall use its best efforts to meet the intervals called for in this Agreement. The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), ICDF Collocation (Section 8.4.4) and FC Collocation (Section 8.4.9) apply to the first five (5) Collocation applications per CLEC per week per state. If six (6) or more Collocation applications are submitted by the same CLEC in a one-week period in the same state, Qwest will meet the intervals for the applications in excess of the first five (5), unless Qwest demonstrates that the Collocation applications received from CLEC during such one week period are an extraordinary number of complex applications. If CLEC agrees, the intervals for the Collocation applications in excess of the first five (5) shall be individually negotiated in that state, but in no event shall the Collocation interval exceed one hundred and fifty (150) Days. If Qwest and the CLEC cannot agree on negotiated intervals, the Parties agree to an expedited escalation to upper level management for resolution. In those instances where resolution was not reached through this escalation within five (5) business days then Qwest must demonstrate to the Commission that its inability to meet the intervals for such Collocation applications in excess of the first five (5) is due to the fact that Qwest received an extraordinary number of complex Collocation applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application - Upon receipt of a complete Collocation application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete application.

8.4.2.2 Quotation – If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Subsequent requests to Augment an existing Collocation also require receipt of an application. Adding plug-ins (e.g., DS1 or DS3 cards) to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four (4) factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation application; and 4) whether the application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Early Acceptance – If an application is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of the CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) Days of the receipt of all of the CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation application. If CLEC’s equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall complete the Collocation installation within seventy-five (75) Days of the receipt of all of the CLEC’s equipment.

8.4.2.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if all of CLEC’s equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance. If CLEC’s equipment is not delivered to Qwest within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) Days of the receipt of all of the CLEC’s equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation application may require Qwest to complete major infrastructure modifications to accommodate CLEC’s specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC’s equipment is available at the Qwest Premises no later than fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC’s forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain

an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation application as described in Section 8.4.1.5. Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises and whether Major Infrastructure Modifications are required. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.3.2 Quotation -- If Collocation entrance facilities (if requested by CLEC) and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and, 3) whether the application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Early Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application.

8.4.3.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, a new application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred

and twenty (120) Days of the receipt of the complete Collocation application.

8.4.3.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) Days prior to submission of the application and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation application may require Qwest to complete major infrastructure modifications to accommodate CLEC’s specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC’s forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation application. If notwithstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application. The CLEC may submit an ICDF forecast in accordance with Section 8.4.1.4. The forecast shall include demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30)

Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Early Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation application.

8.4.4.4.2 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Early Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the application and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days after CLEC submits a complete application for Collocation, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest, in accordance with CLEC's application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.7.2 Quotation -- If existing cable racking is available, or if additional cable racking is required to accommodate CLEC's request, Qwest will provide CLEC with a quote and the specific cable rack Route to CLEC with the feasibility study. CLEC-to-CLEC Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack Route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete application.

8.4.8.2 Quotation – If existing cable racking is available or if additional cable racking is required to accommodate CLEC's request, Qwest will provide CLEC with a quote and the specific cable rack Route with the feasibility study. Direct Connection quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering Facility Connected Collocation

8.4.9.1 Application – Upon receipt of the applicable portions of a complete Collocation application as described in Section 8.4.1.5 (Subsections (a, e, g, h and j)), Qwest will perform a feasibility study to determine whether adequate space can be found for the placement and operation of CLEC's terminations. The feasibility study will be provided within ten (10) Days from the date of receipt of a complete application.

8.4.9.2 Quotation -- Qwest will complete the quotation no later than ten (10) Days after providing the feasibility study. FC Collocation price quotes will be honored for thirty (30) Days from the date the quote is provided. During this period, the termination space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in 8.4.1.6, Qwest will commence installation of the FC Collocation.

8.4.9.4 Interval

8.4.9.4.1 Early Acceptance - If CLEC provides a complete Acceptance within seven (7) Days of receipt of the Qwest Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the Complete Collocation application. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation application, Qwest shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI.

8.4.9.4.2 Applications with Timely Acceptance - If CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the Qwest Collocation quotation, and if CLEC's entrance facility is at the C-POI no later than fifty-three (53) Days after the receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's entrance facility is not delivered to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) Days of CLEC's delivery of the entrance facility to the C-POI. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the Qwest quotation, the application shall be resubmitted by CLEC.

8.4.10 Ordering - DC Power Reduction/Restoration

8.4.10.1 CLEC should submit the "Collocation Application for New, Augment or Change" (described in Section 8.4.1.5) and indicate specific power feed(s) to be reduced/restored (e.g., eliminate/ reduce or restore secondary feed(s) from sixty (60) to zero amps or reduce main feed from sixty (60) to twenty (20) amps). Under the "type of request" category CLEC should indicate that this is an Augment.

8.4.10.2 Before submitting a power Reduction/Restoration application, CLEC's financial obligations with respect to the Collocation site must be current, with the exception of charges disputed pursuant to Sections 5 or 21. CLEC's financial obligations include payment of one hundred percent (100%) of both non-recurring quoted charges and applicable monthly recurring charges for the Collocation site that are more than thirty (30)Days past due.

8.4.10.3 Qwest will provide CLEC a quote for additional non-recurring charges associated with the Power Reduction/Restoration Procedure based upon the rates provided in Exhibit A. All quoted non-recurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to provision the requested power reduction, restoration or elimination.

8.4.10.4 If CLEC wishes to eliminate its secondary feed, Qwest will process the request as an Augment order and not as a DC Power Reduction request.

8.4.10.5 Applications for DC Power Reduction/Restoration may be submitted only for Collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow change or Augment procedures and rates.

8.4.10.6 If CLEC accepts the quote within seven (7) Days, Qwest shall complete the DC Power Reduction/Restoration within ninety (90) Days of receipt of the Collocation application. If CLEC accepts the quote after seven (7) Days, Qwest shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

8.4.11 Intentionally Left Blank.

8.4.12 Ordering - Collocation Available Inventory

8.4.12.1 CLEC must submit a "Qwest Collocation Application Form (new, change or Augment)" on the Qwest web at <http://www.qwest.com/wholesale/pcat/collocation.html>.

8.4.12.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the CLEC submits the application to Qwest.

8.4.12.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals contained in this Agreement.

8.4.12.3.1 Special Site interval will be forty-five (45) Days from the receipt of payment.

8.4.12.4 For purposes of first-come, first-served determination of availability, priority will be defined as set forth in Section 8.4.1.5.1.

8.4.12.5 CLECs may submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

8.4.13 Ordering - Joint Testing

8.4.13.1 CLEC is required to submit a request for Joint Testing by either checking the Joint Testing box on the New, Change or Augment Collocation Application Form (described in Section 8.4.1.5) or by submitting the separate Joint Testing Application Form.

8.4.13.1.1 Upon receipt of a complete application Form, Qwest will contact CLEC using CLEC contact information provided to set up a mutually agreeable testing time based upon the scheduled RFS date.

8.4.13.1.2 If CLEC uses a separate Joint Testing application Form, Qwest will contact CLEC within 10 Days after receipt to set up a mutually agreeable test time.

8.4.14 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining non-recurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining non-recurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking Route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining non-recurring charges, Qwest will schedule with CLEC, a walk through of the space. During this joint walk through, Qwest will turn over access to the space and provide security access for the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package. The monthly Billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation application, is unable to schedule the walk through with CLEC within twenty-one (21) Days of the RFS, Qwest shall activate the monthly recurring charges.

8.5.4 Intentionally Left Blank.

8.5.5 Billing - DC Power Reduction

8.5.5.1 Qwest will begin Power Reduction upon receipt of payment by CLEC of the quoted charges. Billing to CLEC for the reduced power is effective as of the date of the application.

8.5.5.2 CLEC will be required to pay a Power Maintenance Charge for power cabling and fuse positions for secondary feed(s) that are held. Recurring Billing for the Power Maintenance Charge to hold the power cabling and fuse position for the secondary feed(s) will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

8.5.6 Billing – DC Power Restoration

8.5.6.1 Qwest will begin Power Restoration upon receipt of payment by CLEC of the quoted charges. Billing to CLEC for the restoration is effective as of the date of completion of the order

8.5.6.2 When power is restored, see Section 8.3.9.2.

8.5.7 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time) and after business hours are after 5:00 p.m. and before 8:00 a.m. (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations.

Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 For each type of Collocation, see 8.1 for Description, 8.2 for General Terms, 8.3 for Rate Elements, 8.4 for Ordering, 8.5 for Billing, and 8.6 for Maintenance and Repair.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other “Existing Rules” relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Sections 2.2 and 5.30. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.1.1 See Section 24 for Commingling and Ratcheting. See Section 9.23.4.1 for Service Eligibility Criteria.

OPEN – Eschelon proposed; Qwest does not agree (Issue 9-58 (d))

9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:

OPEN – Eschelon proposed; Qwest does not agree (Issue 9-58 (e))

9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.

OPEN – Eschelon proposed; Qwest does not agree (Issue 9-58 (d))

9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.

9.1.1.2 Use of Unbundled Network Elements

9.1.1.2.1 Except as provided in this Section 9.1.1.2.1 and in Section 9.23.4.1, Qwest shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service CLEC seeks to offer.

9.1.1.2.2 CLEC may not access a UNE for the exclusive provision of mobile wireless services or interexchange services.

9.1.1.2.3 If CLEC purchases access to a UNE facility, CLEC is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, CLEC is entitled to use of that feature, function, or capability for a period of time. CLEC's purchase of access to a UNE does not relieve Qwest of the duty to maintain, repair, or replace the UNE.

9.1.1.2.4 If CLEC accesses and uses a UNE consistently with Section 9.1.1.2.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.2.4.1 As the term "Telecommunications Services" is defined in this Agreement, such services include offering Telecommunications for a fee directly to the public and not services solely for administrative use.

9.1.1.2.5 Except as provided in Section 9.23.3.7.1, Qwest shall permit CLEC to Commingle a UNE or a Combination of UNEs with wholesale services obtained from Qwest. See Section 24.

OPEN – Qwest proposed modifications – Eschelon does not agree (Issue 9-31)

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. Access to Activities available for Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders) at the applicable rates. Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. To the extent that Qwest is not obligated under the Act to build UNEs, Qwest will consider requests to build UNEs pursuant to Section 9.19 of this Agreement. CLEC will be responsible for any construction charges (related to POLR/ETC or otherwise) for which a Qwest End User Customer would be responsible under substantially similar circumstances. Likewise, if a Qwest End User Customer would not be responsible for construction charges

(related to POLR/ETC or otherwise), then CLEC will have no responsibility for construction charges under substantially similar circumstances.

9.1.2.1.1 Upon receipt of a Local Service Request (“LSR”) or Access Service Request (“ASR”), Qwest will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary 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, CLEC will not receive an additional FOC, and the order Due Date will not be changed. Qwest will determine, for example, whether, through Routine Network Modifications, facilities can be made available. If facilities can be made available, Qwest must perform the applicable Routine Network Modifications, or other facility work to make them available, before issuing a response to a CLEC order that construction is required because no facilities are available.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (e.g., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) or applicable Routine Network Modifications in order to complete facilities to the End User Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing internal engineering job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, Qwest shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, Qwest will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, Qwest will determine if the current job can be augmented.

(a) If so, Qwest will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to Augment adds cost to the engineering job and only to the same extent a Qwest End User Customer would be responsible for such additional costs.

(b) If not, Qwest will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing service order, the CLEC service order will remain open. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLEC's request as follows:

OPEN - Eschelon Proposal #1 - Qwest does not agree (Issue 9-32)

9.1.2.1.3.2.1 Qwest will send CLEC an indication that there is a lack of available facilities and the order will be delayed. The delayed order will remain open, pending availability of facilities at Parity with retail End User Customer orders. In the event that an engineering job is completed that would allow delivery of the UNEs requested, or Qwest completes construction of facilities for delivery of UNEs for CLEC pursuant to a request to build as described in Section 9.19, and this occurs after Qwest sends the delayed order notification, CLEC will receive a new FOC identifying a new Due Date when the UNEs will be available for installation.

OPEN - Qwest Proposal (9.1.2.1.3.2.1 and all of its subparts is Qwest's counter to Eschelon Proposals #1 (Issue 9-32) -4) - Qwest does not agree. In the alternative, for Eschelon Proposal #2 (Issue 9-32 (a)), Eschelon will agree to the language below, if the 30 days is changed to 90 days (see yellow shading for Eschelon Proposal #2) – Qwest agrees with the exception of 9.2.2.3.2. For Eschelon Proposal #3 (Issue 9-32 (b)) (remain in queue), see Section 9.1.2.1.3.2.2(iii)(c) Qwest does not agree. For Eschelon Proposal #4 (Issue 9-32 (c)) (supplemental orders), see the second version of 9.1.2.1.3.2.2(iii)(c) - Qwest does not agree. (Issues 9-32 and 9-32 (a))

9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC's order will be assigned to it. The CLEC's order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of ~~thirty (30)~~ ninety (90) business days. Qwest shall send such jeopardy notice to CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date.

(i) If facilities become available to fill the order within that ~~thirty (30)~~ ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which

predate CLEC's order shall have priority in any facilities made available under the terms of this Section.

(ii) If facilities do not become available to fill the order within that ~~thirty (30)~~ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.

(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:

(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or

(b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.

OPEN - Eschelon Proposal #3 (Remain in Queue) - Same as Eschelon Proposal #2, except Eschelon would agree to 30 days if the following paragraph is added; Qwest does not agree (Issue 9-32 (b))

(c) If Qwest rejects the order after thirty (30) business days, CLEC may re-submit the order. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status.

OPEN - Eschelon Proposal #4 (Supplemental Orders) - Same as Eschelon Proposal #2 (with the paragraph below replacing (c) in Eschelon Proposal #3), except Eschelon would agree to 30 days if the following paragraph is added; Qwest does not agree (Issue 9-32 (c))

(c) submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. If CLEC submits such a supplemental request, the CLEC service order will remain open until the requested Due Date or until CLEC submits another supplemental request. Qwest will not reject CLEC's supplemental requests based on the Due Date change. If facilities become available, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded

Qwest outside plant engineering jobs that exceed \$100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, Route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Element and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per connection (two ITPs for 4-wire). The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation or FC Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or
- e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Qwest will perform testing as described below. Charges, if any, for testing pursuant to

this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When UNEs are provisioned by Qwest on an individual UNE basis, including when such UNE(s) are combined by CLEC with other UNEs or facilities or equipment provided by Qwest, CLEC or third parties:

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that a UNE provisioned by Qwest on an individual UNE basis is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain each such UNE, facility, or equipment that it provisions to ensure that it continues to meet the technical parameters established for each UNE, facility, or equipment.
- c) Each Party is responsible for the facilities or equipment that it provisions individually.
- d) CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC; however, Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining circuit functionality of each circuit and end-to-end transmission.

9.1.6.2 When Qwest provisions UNEs in combination with each other or in combination with other facilities or equipment provisioned by Qwest:

- a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
- b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
- c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.7.1 When CLEC uses Qwest's appointment scheduling tool, should the date and time desired for the coordinated hot cut not be available initially, CLEC can use "override" IMA functionality to obtain the date and time in the associated LSR. In such cases, the requested date and time is to be no shorter than the interval in Exhibit C and not outside Qwest's business hours.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

OPEN – Eschelon proposed modifications – Qwest to review (Issues 9-33, 9-34, 9-35 and 9-36)

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes are referred to in this Section as network maintenance and modernization activities. They do not include retirement of copper loops, which is dealt with separately in Section 9.2.1.2.3. Such changes may result in minor changes to transmission parameters but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1.) Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC's performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur including, if End User Customer specific, the circuit identification and End User Customer address information, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. ~~In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity.~~ No charges apply to dispatches described in this Section 9.1.9. ~~Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest's own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).~~

OPEN – Eschelon proposed counter to third to last and last sentence of Qwest's 9.1.9 – Qwest to review (Issue 9-35)

9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). To the extent that the activities described in this Section 9.1.9.1 include dispatches, no charges apply to dispatches that are caused by Qwest or when the trouble is in Qwest's network.

9.1.10 Intentionally Left Blank.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent work

requested by Qwest End User Customers. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

OPEN – Qwest proposed (Associated with 7.3.5.2 and counters 12.2.1.2) ; Eschelon does not agree (proposes deletion)– See Eschelon counter below (Issue 12-67 (d))

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

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

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

OPEN – Eschelon proposed – Qwest does not agree

9.1.12.1 For expedites, see Section 12.2.1.2.

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 Qwest has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-certification, as CLEC certifies only to the best of its knowledge.

OPEN - Qwest proposed – Eschelon does not agree (Issue 9-37)

9.1.13.3 As part of the reasonably diligent inquiry described in Section 9.1.13, CLEC shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 9.2.1.3, 9.2.1.3.2, 9.2.1.4 and 9.2.1.4.2 that a requested unbundled DS1, DS3 or Dark Fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Section 9.6.2.2.1, 9.6.2.2.2, 9.6.2.3.1, 9.6.2.3.2, and 9.7.1.1.1.1.

OPEN - Eschelon proposed – Qwest does not agree

9.1.13.3 If the Commission conducts a proceeding(s) to consider which Qwest

Wire Centers satisfy the Wire Center thresholds described in Sections 9.2.1.3 and 9.2.1.4 or the Tier Wire Center designations described in Sections 9.6.2 and 9.7.1.2 and, as a result, identifies and approves non-impaired Wire Centers satisfying such criteria. CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit in such Wire Centers when the Wire Center is identified on the applicable Commission-approved list. CLEC will transition such UNEs impacted by the Commission-approved list as described in Section 9.1.14.

OPEN - Qwest proposed – Eschelon cannot agree (Issue 9-38)

9.1.13.4 Upon receiving a request for access to a high capacity Dedicated Transport or High Capacity Loop UNE or High Capacity EEL that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request.

OPEN - Eschelon proposed – Qwest does not agree

9.1.13.4 Upon receiving such a request for access to a High Capacity Loop or high capacity transport UNE, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit or by requiring affirmation of the information in the self-certification letter through remarks in the service request or through other means) for any such facility, unless the Parties agree otherwise in writing. The Parties agree that, no later than thirty (30) Days after the Effective Date of this Agreement, they will meet to commence discussions (potentially with other CLECs as well) regarding potential processes and/or system modifications to allow Qwest, on mutually agreeable terms, to reject orders for unbundled High Capacity Loops and/or high capacity transport in Wire Centers on the Commission approved Wire Center list described in Section 9.1.13.3 that meet the criteria in this Agreement for non-impaired status. If the Parties reach agreement, this Agreement will be amended pursuant to Section 5.30 to reflect the terms agreed upon.

9.1.13.4.1 To the extent that Qwest seeks to challenge access to any such UNE(s), it subsequently can raise that issue through the Dispute resolution procedures in Section 5.18 of this Agreement. Regarding Service Eligibility Criteria for High Capacity EELs, see Sections 9.23.4.2.1.3 and 9.23.4.3.

9.1.13.4.1.1 If Qwest seeks to challenge any such UNEs, it will provide written notice to CLEC of its request for Dispute resolution.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-39)

9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. If the Commission has not conducted such a proceeding or otherwise approved a list of non-impaired Wire Centers, the Parties will follow the procedures described in this Section. This provision is not intended to eliminate or reduce the responsibilities of CLEC or Qwest under the Existing Rules. Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High

Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):

9.1.13.4.1.2.1 For Wire Centers:

9.1.13.4.1.2.1.1 The number, for each Wire Center, of undisputed Fiber-Based Collocators (i.e., the Carrier has not indicated disagreement with Qwest's designation as a Fiber-Based Collocator); the total number of CLECs collocated in each Wire Center; and the date of each count; and

9.1.13.4.1.2.1.2 The number, for each Wire Center, of Business Lines, including a breakdown of Qwest business analog switched access lines, Qwest business digital switched access line equivalents by type of digital line (e.g., 64 Kbps, DS), business UNE Loops provided not in combination with other Unbundled Network Elements, the total number of lines of those identified pursuant to this Section that are served by remote Switch(es); and the date of each count.

9.1.13.4.1.2.2 For Caps:

9.1.13.4.1.2.2.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information or such other information to which the Parties agree].

9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.

9.1.13.5 If the Parties agree or it is determined through Dispute resolution that CLEC was not entitled to unbundled access to a particular UNE that is not subject to one of the transition periods described in Section 9.1.14, or the transition period has ended, CLEC will place an order within thirty (30) Days to either disconnect the UNE or convert such UNE to an alternative service arrangement. Back billing for the difference between the rates for UNEs and rates for the Qwest alternative service arrangements will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable.

9.1.13.5.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, the back billing period described in Section 9.1.13.5 will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable; unless the Parties agree to a different date or a different date is determined through Dispute resolution.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-40)

9.1.13.5.2 Regarding nonrecurring charges, see Section 9.1.14.6.

OPEN – Qwest proposed – Eschelon does not agree

9.1.13.5.2 CLEC is also responsible for all applicable non-recurring charges associated with the appropriate alternative service arrangements.

9.1.14 Transition periods. A transition period allows CLEC to transition away from use of UNEs where they are not impaired. The transition plans described in this Section apply only to the embedded End User Customer base. During the applicable transition period, CLEC will retain access to the UNE at the terms described in this Section.

9.1.14.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.1.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to March 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.2 For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.2.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to September 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.3 Bridge Period from March 11, 2006 until Effective Date of this Agreement.

9.1.14.3.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, for the period from March 11, 2006 until the Effective Date of this Agreement, Qwest shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) for the time period for which the facilities were in

place and CLEC agrees to pay Qwest pursuant to this Agreement the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access Service rate(s)) on all Loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006.

OPEN – Eschelon proposed modifications; Qwest does not agree (Issues 9-37 (a) and 9-41)

9.1.14.4 Additional Non-Impaired Wire Centers. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest Commission adds the Wire Center(s) to the Wire Center list described in Section 9.1.13.3, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. ~~CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service.~~ CLEC will have one hundred eighty (180) Days to transition DS1 and DS3 UNEs and Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.

OPEN – Eschelon proposed; Qwest does not agree (Issue 9-42)

9.1.14.4.1 For the 180-Day transition period, such facility(ies) that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to 115% of the UNE recurring rate the state Commission has established or establishes.

OPEN - Qwest proposed – Eschelon does not agree

9.1.14.4.1 CLEC is subject to back billing for the difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred-eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.

9.1.14.5 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 and 9.6.2.3, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements.

OPEN – Eschelon proposed – Qwest does not agree (Issue 9-40)

9.1.14.6 If CLEC converts a facility to a Qwest-provided analogous or alternative service arrangement pursuant to a Section 9.1.14 transition, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without amendment of this Agreement.

OPEN - Qwest proposed – Eschelon does not agree

9.1.14.6 CLEC is also responsible for all applicable non-recurring charges associated with the appropriate alternative service arrangements.

9.1.15 If CLEC has not converted or disconnected a UNE facility that the Parties agree, or it is determined in Dispute resolution that the facility, should be converted or disconnected by the end of the applicable transition period described in Sections 9.13 and 9.14, Qwest will convert facilities to month-to-month service arrangements in Qwest's FCC No. 1 Tariff or, for Dark Fiber facilities, begin the disconnect process after reasonable notice to CLEC sufficiently identifying the Dark Fiber facility(ies) to be disconnected. If such a facility is disconnected, the applicable disconnection charge in Exhibit A, if any, will apply. Qwest and CLEC will work together to identify impacted facilities.

OPEN – Eschelon proposed modifications – Qwest does not agree (Issue 9-37 (b))

9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data, including the data described in Section 9.1.13.4.1.2 to enable CLEC to identify and agree upon any impacted facility(ies). If the Commission has not conducted a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3 or otherwise approved a list of non-impaired Wire Centers, Qwest shall, upon request, provide at least the data described in Section 9.1.13.4.1.2 to CLEC with Qwest's notice. If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

9.1.15.2 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the terms and conditions of this Section 9.1.15.2 will apply.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-40)

9.1.15.2.1 If CLEC converts a facility to a Qwest-provided analogous or alternative service arrangement pursuant to Section 9.1.15, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without amendment of this Agreement.

OPEN - Qwest proposed – Eschelon does not agree

9.1.15.2.1 CLEC is responsible for all applicable nonrecurring charges associated with the applicable alternative service arrangements.

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary

operational procedures to ensure Customer service quality is not affected by conversions.

OPEN – Eschelon proposed – Qwest does not agree and proposes deletion (Issue 9-43)

9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.

OPEN – Eschelon proposed – Qwest does not agree and proposes deletion (Issue 9-44)

9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.

OPEN – Eschelon proposed – Qwest does not agree and proposes deletion (Issue 9-44 (a))

9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.

OPEN – Eschelon proposed – Qwest does not agree and proposes deletion (Issue 9-44 (b))

9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.

OPEN – Eschelon proposed – Qwest does not agree and proposes deletion (Issue 9-44 (c))

9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.

9.2 Unbundled Loops

9.2.1 Description and General Terms

The 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 Customer Premises. The 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 Loop includes, but is not limited to DS0, DS1, and DS3 Loops. Qwest will not provide access to UNE OCn Loops or features and functionalities of UNE OCn Loops. Qwest does not offer Unbundled Dark Fiber Loop (UDF-Loop), which constitutes a deployed, unlit Loop between a Qwest Wire Center and an End User Customer premises, on an unbundled basis, except during the transitional period in Section 9.1.14.2. For UDF MTE Subloop see Section 9.7.

9.2.1.1 “Loop Demarcation Point” – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

9.2.1.2 **FTTH and FTTC Loops.** For purposes of this Section, a Fiber-to-the-Home (“FTTH”) Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (“FTTC”) Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH or FTTC New Builds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where Qwest deploys such a Loop to an End User Customer's premises that previously has not been served by any Loop facility.

9.2.1.2.2 FTTH or FTTC Overbuilds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where Qwest has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

9.2.1.2.2.1 Qwest must maintain the existing copper Loop connected to the particular End User Customer's premises after deploying the FTTH or FTTC Loop to such premises and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless Qwest retires the copper loops pursuant to Section 9.2.1.2.3.

9.2.1.2.2.2 Qwest need not incur any expense to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 9.2.1.2.2.1, in which case Qwest shall restore the copper Loop to serviceable condition upon request.

9.2.1.2.2.2.1 Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals that apply generally to unbundled Loops.

9.2.1.2.2.3 When Qwest retires the copper Loop in accordance with the provisions of Section 9.2.1.2.3 below, Qwest shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service as an Unbundled Network Element over the FTTH or FTTC Loop.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH or FTTC Loops. In the event Qwest decides to replace any copper Loop or copper Subloop with a FTTH or FTTC Loop, Qwest will, at least 91 days prior to the planned retirement date: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); (ii) provide public notice of such planned replacement to the FCC; and (iii) provide direct notice of such planned replacement to CLEC when CLEC or its End User Customers will be affected. Such notices shall be provided in accordance with FCC rules, including 47 C.F.R. §51.327(a), and in addition to any applicable state Commission requirements. Such notices must disclose, among other things, the planned date for retiring a copper Loop and a description of the reasonably foreseeable impact of the planned changes, to ensure that CLEC maintains access to Loop facilities. In accordance with the FCC's network disclosure rules, a CLEC may file an objection with the FCC to Qwest's notice of retirement of copper loops for both short-term and long-term notifications as outlined in Part 51 of the FCC's Rules. Any such objection shall be deemed denied by the FCC ninety (90) Days after the date on which the FCC releases public notice of the intended retirement, unless the FCC rules otherwise within that period or changes its procedures with respect to deeming such objections as denied after 90 days. Denial by the FCC does not preempt the ability of the Commission to evaluate Qwest's retirement of its copper loops to ensure such retirement complies with any applicable state legal or regulatory requirements.

9.2.1.2.3.1 When infrastructure demand requires Qwest to retire copper Loops or copper Subloops, Qwest will leave copper Loops or copper Subloops serving CLEC End User Customers in service where it is Technically Feasible to do so. Should retired copper facilities be replaced by like copper facilities, Qwest and CLEC will jointly coordinate the transition of current working copper Loops and Subloops to like copper facilities so that service interruption is held to a minimum.

9.2.1.2.3.2 When Qwest retires copper Loops or copper Subloops and the replacement facilities include the placement of a remote DSLAM, to the extent that space is available, Qwest will offer CLEC Remote Collocation and/or Field Connection Point (FCP) pursuant to this Agreement in order to maintain existing services, including xDSL service provided by CLEC. Qwest and CLEC will jointly coordinate the transition of current working facilities to the new working facilities so that service interruption is held to a minimum.

9.2.1.3 **DS1 loops.** Subject to the cap described in Section 9.2.1.3.2, Qwest shall provide CLEC with nondiscriminatory access to a DS1 Loop as an Unbundled Network Element to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center under this Agreement. A DS1 Loop is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

9.2.1.3.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15.

9.2.1.3.2 **Cap on unbundled DS1 Loop circuits.** CLEC may obtain a maximum of ten UNE DS1 Loops to any single Building in which DS1 Loops are available as UNE Loops.

9.2.1.4 **DS3 loops.** Subject to the cap described in Section 9.2.1.4.2, Qwest shall provide CLEC with nondiscriminatory access to a DS3 Loop as an Unbundled Network Element to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center under this Agreement. A DS3 Loop is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

9.2.1.4.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15

9.2.1.4.2 **Cap on unbundled DS3 Loop circuits.** CLEC may obtain a maximum of a single UNE DS3 Loop to any single Building in which DS3 Loops are available as UNE Loops.

9.2.1.5 Intentionally Left Blank

9.2.1.6 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.6.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide UNE access to the Packet Switched features, functions and capabilities of its Hybrid Loops.

9.2.1.6.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.6.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

- a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
- b) Provide nondiscriminatory access to a spare home-run copper Loop serving that End User Customer on an unbundled basis.

9.2.2 Unbundled Loop - Additional General Terms

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. Qwest, in Provisioning High Capacity Loop facilities to CLEC, must

make the same Routine Network Modifications to its existing Loop facilities that it makes for its own End User Customers. Qwest shall engage in activities necessary to activate Loops that are not currently activated in the network. Qwest shall add types of electronics that Qwest ordinarily attaches to a Loop for an End User Customer requiring a Loop, even if such electronics are not attached to a particular Loop. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis, based on the Application Date. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

When IOF facilities are used pursuant to Section 9.2.2.1, Qwest will reuse IOF facilities whenever the facilities are in good enough condition to use as Loop facilities. In such cases, these facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

9.2.2.1.1 Use of the word “capable” to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word “compatible” to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC’s Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option via the Network Channel Interface (NCI) field on the LSR. The actual Loop facilities may utilize various technologies or combinations of technologies.

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. Regarding lack of facilities generally, see Section 9.2.2.16, Section 9.19 and Section 19.

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 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 cost to provide such information or access mediation.

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in its network, CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum state technical performance standard at the Analog Unbundled Loop rates contained in Exhibit A. If necessary to meet the state standards, Qwest will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Qwest may re-designate fully retired facilities for itself as well as CLEC. Digital Loops may use a single or multiple transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC may be charged for such conditioning as set forth in Exhibit A, if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest will not deny access to DS1 and DS3 Loops on the basis that the Loop facilities are provisioned via fiber. If both copper and fiber are available, Qwest may elect over which facility to provision the Loop. For Hybrid Loops, see Section 9.2.1.6.

(NOTE: Section 9.2.2.3.2 is related to Sections 9.1.2.1.3.2 and 9.2.2.16. 1) Change 30 days to 90 days (Qwest cannot agree); 2) Eschelon to remain in queue (see also 9.1.2.1.3.2.2(iii)(c)) (Qwest cannot agree).

OPEN – Eschelon (#1) proposed modifications; Qwest cannot agree (Issue 9-32)

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. If no copper facility capable of supporting the requested service is available, ~~then Qwest will reject the order~~ Qwest will hold the order pending availability of facilities.

OPEN – Qwest Counter to Eschelon proposal (#1) Eschelon does not agree (Issue 9-32)

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. 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. If no copper facility capable of supporting the requested service is available, ~~Qwest will hold the order for ninety (90) days~~ Qwest will hold the order pending availability of facilities.

OPEN – Eschelon (#2) proposed modifications; Qwest cannot agree (Issue 9-32 (b))

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order. CLEC may re-submit the order. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status.

OPEN – Eschelon (#3) proposed modifications; Qwest cannot agree (Issue 9-32 (c))

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. 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. If no copper facility capable of supporting the requested service is available, then CLEC may submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. If CLEC submits such a supplemental request, the CLEC service order will remain open until the requested Due Date or until CLEC submits another supplemental request. Qwest will not reject CLEC's supplemental

requests based on the Due Date change. If facilities become available, Qwest will send CLEC another FOC with a new Due Date.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge. These charges will not apply if CLEC establishes that the Loop Qwest provided does not meet the Commission's minimum voice grade performance standards, OAR860-023-0055(9)(b), unless Qwest later finds and establishes to CLEC that the requested conditioning caused the voice degradation. CLEC may be entitled to a credit of conditioning costs already paid to Qwest, if Qwest fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.4.1 If CLEC's End User Customer, for which CLEC has ordered x-DSL capable Unbundled Loops from Qwest (i) never receives x-DSL service from CLEC, (ii) suffers unreasonable delay in Provisioning, or (iii) experiences poor quality of service, in any case due to Qwest's fault, Qwest shall refund or credit to CLEC the conditioning charges associated with the service requested. This refund or credit is in addition to any other remedy available to CLEC.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I Loops using the specifications in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, at the DS1 or DS3 capable Loops rates contained in Exhibit A. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable

Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Qwest Technical Publications 77375 (DS1), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.3.

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Qwest Technical Publications 77324 (DS3), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.4.

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by Digital Loop Carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement. In addition to the terms specified in Section 18 the following also applies:

"As used herein, "Audit" shall mean a comprehensive review of Qwest's company records, backoffice systems and databases pertaining to Loop information. CLEC may perform, at its expense, one audit per 12-month period commencing with the effective Date of this Agreement. If Qwest can demonstrate that it has conducted an audit as defined herein within the last 12 months and that the results are satisfactory, the CLEC may request an audit only upon demonstration of need.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements

specified in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: <http://.ecom.qwest.com>. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridges Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

9.2.2.9 The following Provisioning Options are available for Unbundled Loop elements. In addition, CLEC may utilize the Batch Hot Cut Process under the terms and conditions (including the effective date and the term) of the Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician

(COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are not provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.2.4 If Qwest does not provide test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CLEC may initiate a Billing dispute pursuant to Section 21.8. If the result of such Billing dispute is that Qwest failed to provide the verbal test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, Qwest will waive the Basic Installation with Performance Testing charge and instead charge CLEC for Basic Installation.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated

"Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If Qwest has not contacted CLEC by the designated Appointment Time, CLEC may contact Qwest to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. (See Section 9.2.2.9). If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the non-recurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. Qwest will not charge CLEC to test any performance parameter defined in the Qwest Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, Qwest may charge CLEC the rate in Section 9.20.4 of Exhibit A.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. Qwest will not charge CLEC to test any performance parameter defined in the Qwest Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, Qwest may charge CLEC the rate in Section 9.20.6 of Exhibit A.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If Qwest has not contacted CLEC by the designated Appointment Time, CLEC may contact Qwest to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. (See Section 9.2.2.9). If Qwest is not ready within thirty (30) minutes of the scheduled

appointment time, Qwest will waive the non-recurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. This dispatch is included by the non-recurring charge. The Field Technician will not remain on the End User Customer premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types.

Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

Acceptance testing shall be performed on an end to end or Network Interface (NI) to Network Interface basis using Errored Second Performance Parameters.

DS1 Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Run various patterns to verify Line Code Options, timing, equalization and voltage

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, intervals in Exhibit C will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting an LSR and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional incremental charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for incremental charges are set forth in the Miscellaneous Charges Section 9.20.2 of Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge set forth in Section 9.20.3 of Exhibit A. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 Intentionally Left Blank.

9.2.2.11 Regarding maintaining and modernizing the network, see Section 9.1.9.

9.2.2.12 If there is a conflict between an End User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User Customer to contact CLEC, and Qwest will initiate contact with CLEC.

a) Reserved for Future Use.

b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit Section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest may reuse the existing facilities for the service requested by Qwest to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity). If Qwest so reuses facilities for Loops with LNP, Qwest will submit an LSR to CLEC indicating a reuse of facilities for Loops on the LSR, notify CLEC of the loss of the End User Customer, and disconnect the Loop that Qwest provided to CLEC on the Due Date set forth in the FOC provided by CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User

Customer from the End User Customer's original competitive Carrier Switch (old CLEC) to CLEC's Switch (CLEC), CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at CLEC request, where technically compatible, will reuse the Loop for the service requested by CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an End User Customer from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity on the LSR/ASR). Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4. Upon completion of the disconnection of the Loop, Qwest will send a loss notification report to the original competitive Carrier signifying completion of the loss. If Qwest fails to send a loss notification report as set forth in Section 12.2.5.2.4, Qwest will waive all erroneous charges.

(NOTE: Section 9.2.2.16 is related to Sections 9.1.2.1.3.2 and 9.2.2.3.2. 1) Change 30 days to 90 days (Qwest cannot agree); and 2) Eschelon to remain in queue (see 9.1.2.1.3.2.2(iii)(c) and 9.2.2.3.2) (Qwest cannot agree).

OPEN – Eschelon (#1) proposed modifications; Qwest cannot agree (Issue 9-32)

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, ~~Qwest shall maintain the order as pending for a period of thirty (30) business days; the order will remain open, pending availability of facilities unless CLEC cancels the order.~~ If facilities become available to fill the order ~~within that thirty (30) business day period~~, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.

OPEN - Eschelon (#2) -- Eschelon will agree to the language below, if the 30 days is changed to 90 days (see yellow shading for Eschelon Proposal #2) – Qwest agrees with Eschelon's changes but Eschelon will not close unless 9.2.2.3.2 closes (Issue 9-32 (a))

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of **ninetythirty (390)** business days. If facilities become available to fill the order within that **ninetythirty (930)** business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.

OPEN - Eschelon Proposal #3 (Remain in Queue) - Same as Eschelon Proposal #2, except Eschelon would agree to 30 days if the following paragraph is added; Qwest does not agree (Issue 9-32 (b))

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order ("initial order"), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then Qwest will reject the order. CLEC may re-submit the order. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. If CLEC re-submits the order within three (3) business days of receipt of the rejection notice, CLEC maintains its position in queue for the facilities if they become available. CLEC's maintaining of its position in queue does not affect the application of the PIDs or PAP (as described in Exhibits B and K), but ensures that CLEC maintains its first come, first served status. Any facility orders placed by any other provider, including Qwest, which predate CLEC's initial order shall have priority in any facilities made available under the terms of this section.

OPEN - Eschelon Proposal #4 (supplemental orders) - Same as Eschelon Proposal #2, except Eschelon would agree to 30 days if the following paragraph is added; Qwest does not agree (Issue 9-32 (c))

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order ("initial order"), Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify the CLEC of such availability. If facilities do not become available to fill the order within that thirty (30) business day period, then CLEC may submit a supplement to its existing service request to identify a Due Date that is up to thirty (30) business days later than the previously requested Due Date. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's initial order shall have priority in any facilities made available under the terms of this section.

9.2.2.17 The requirements under Section 9.23.3.7.1 shall not apply to conversions to Unbundled Loop.

9.2.3 Unbundled Loop Rate Elements

The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-recurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-recurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop Conversion Non-recurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops, as requested by CLEC.

9.2.3.5 Conditioning Non-recurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A. Other than under Section 10.2 (LNP), Qwest will not request Out of Hours Coordinated Installations.

OPEN – Eschelon proposal #1: Qwest does not agree (Issue 4-5)

The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

9.2.3.8 Design Change rates for Unbundled Loops.

OPEN – Eschelon proposed; Qwest does not agree (Issue 4-5 (a))

9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.

OPEN – Eschelon proposal #2 (if Sections 9.2.2.4.2 and 9.6.4.1.4 are deleted)

The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply).

9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.

9.2.4 Unbundled Loop Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section 12 of this Agreement.

9.2.4.2 See Section 5.3 regarding Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer. If CLEC uses Qwest's Loop make-up tool and Qwest's pre-order Loop make-up information shows the circuit meets the technical parameters, when the facility does not, Qwest will provide a facility to CLEC (if facilities are available as described in Section 19). Qwest will correct the information in the tool.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC may use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC may determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the interval in Exhibit C (i.e., five (5) Days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop requires conditioning, Qwest will notify CLEC via a reject notification. CLEC must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to date the new version is received by Qwest. If Qwest pre-order Loop make-up information indicated that no conditioning was required, Qwest will correct the information in its databases/tools.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will ensure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a Qwest Jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

OPEN – Qwest proposed; Eschelon does not agree (proposal #1 is the language below, without Qwest’s proposed modifications) (Issue 4-5)

9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

a) Design Change; and

ba) Expedited order.

Eschelon proposal #2 is deletion (in lieu of this section, see Eschelon’s proposals for 9.2.3.8, 9.2.3.9 and 9.6.3.6)

~~9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:~~

~~a) Expedited order.~~

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or

providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 CLEC may request the Due Date interval in Exhibit C, which will apply when no line conditioning is required. CLEC may determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If line conditioning is required, Qwest will notify CLEC on the FOC that the Due Date may be up to fifteen (15) business days. If CLEC did not pre-approve line conditioning on the LSR and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's normal installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. If Qwest commences an installation during these hours, Qwest will complete the installation the same day with no Out of Hours charges. Installations requested to commence outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.1.1 Installations requested by CLEC to occur within normal installation hours, but performed or completed out of hours are not considered Out of Hours Coordinated Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's normal installation hours.

9.2.4.10.2.1 Other than under Section 10.2 (LNP), Qwest will not request Out of Hours Coordinated Installations.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between the Parties because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same appointment times in the same Switch (Switch contention).

9.2.4.11 Regarding ordering of High Capacity Loops, see Section 9.1.13.

9.2.5 Unbundled Loop Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers pursuant to Section 12. 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.

OPEN – Eschelon proposal #1 (if Eschelon's definition of Trouble Report in Section 12.4.1.7 is adopted) – Qwest does not agree (Issue 12-80 (c))

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer'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 and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

OPEN – Qwest proposed modifications to Eschelon proposal #2 – Eschelon does not agree (Issue 12-80 (c))

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If a repair trouble is on the End User Customer'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 and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No separate charges for required dispatches ~~(other than the dispatch component, if any, of the installation non-recurring charge)~~ shall apply prior to acceptance to the circuit to provisioning trouble reported to a Qwest call center within 30 calendar days of installation completion. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

OPEN – Eschelon proposal #3 – Qwest to review (Issue 12-80 (c))

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If a repair trouble is on the End User Customer'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 and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges for dispatches (other than the dispatch component, if

any, of the installation non-recurring charge) shall apply prior to acceptance of the circuit. After acceptance of the circuit, Qwest shall manage and track troubles reports (regardless of whether reported electronically or to a call or repair center) within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20, or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the Maintenance of Service and Dispatch charges, if any, as set forth in Exhibit A at 9.20, associated with that technician dispatch.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest dispatches to perform 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.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, Qwest must conduct the testing and it shall waive any trouble isolation and dispatch charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC notifies Qwest a service is significantly degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single Point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis, under this Agreement, to a feeder Subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access, under this Agreement, to the fiber feeder plant only to the extent it is necessary to provide a complete transmission path between the Central Office and the End User Customer's premises or MTE.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any Collocation or other Provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only

those requirements or intervals that are reasonably necessary.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a Building in a MTE environment or accessible terminals physically attached to a Building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) Regarding fiber feeder plant, see Section 9.3.1.1. See also Section 9.2.1.6 regarding Hybrid Loops.
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the Building terminal.

9.3.1.3.2.1 Reserved for Future Use.

9.3.1.3.2.2 Reserved for Future Use.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest where it is Technically Feasible outside of the Central Office location. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal (e.g., FDI/SAI). The terminal block allows a Qwest technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 A FCP within a Qwest accessible terminal creates a cross-connect field to support Subloop unbundling.

9.3.1.4.2.1 The terms, conditions, intervals and rates for FCP are found within section 9.3.

9.3.1.4.2.2 Placement of CLEC's equipment in a Qwest Premise that requires power and or heat dissipation is governed by the Terms of Section 8 and does not constitute a FCP.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, the FCP may be placed in an adjacent terminal. CLEC will have physical access to the splice points at Qwest's accessible terminal (e.g., FDI/SAI), when accompanied by a Qwest technician. Such access is only for the purpose of Maintenance and Repair.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the Building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements (e.g., copper feeder) to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.1.8 Collocation is not required to access Subloops used to access the network infrastructure within multiunit premises. CLEC may access these Subloops at any Technically Feasible terminal point at or near the building in any Technically Feasible manner.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal non-recurring charge in

addition to the Unbundled Loop installation non-recurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the non-recurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intra-building Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same Building. This Subloop element only applies when Qwest owns the intra-building cable. If Qwest does not own the intra-building cable, CLEC has the right to access such cable directly from the property manager or owner. Access to the Qwest NID will be in accordance with Section 9.5.2.3.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple Buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one Person or entity, on which there are multiple Buildings.

9.3.2.2 Intentionally Left Blank.

9.3.3 MTE Terminal Subloop Access General Terms

9.3.3.1 Access to Distribution Loops or Intra-building Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross-Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as an access point.

9.3.3.4 CLEC will work with the MTE Building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the Building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the Building for CLEC to enter the Building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned. Qwest shall have five (5) Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to complete an inventory of CLEC's terminations and submit the data into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an

extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its Building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE, including the intrabuilding cable Subloop, if any, at such premises. In addition, Qwest shall have an obligation to build a SPOI for MTE only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay the applicable charge(s), identified in Exhibit A, which shall be ICB (unless the Commission establishes a different rate), based on the scope of the work required.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis, but shall be no more than ninety (90) Days unless agreed to by CLEC.

9.3.3.7.3 CLEC may cancel a request to construct an MTE-POI or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of necessary costs previously incurred by Qwest as well as costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.3.8.1 For those locations where CLEC is serving Customers, Qwest shall

provide CLEC notice that an agreement has been reached with the Building owner to move the Demarcation Point in the owner's MTE to the minimum point of entry. The Qwest notice will provide the timeframe for when the Demarcation Point will be moved to the minimum point of entry. Qwest shall provide such notice within ten (10) business days after the agreement has been reached.

9.3.3.8.2 CLEC shall have the option of moving its service to the newly established Demarcation Point or negotiating with the Building owner connecting to the wiring as previously provided. Qwest shall make the appropriate Billing adjustments as of the date a newly established Demarcation Point is active.

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC will perform its own cross-connect.

OPEN – Eschelon proposed #1; Qwest does not agree – See Qwest counter below (Issue 9-50)

9.3.3.8.3.1 If Qwest performs or offers to perform the cross-connect for any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request that Qwest run the jumper for Intrabuilding cable in MTEs on nondiscriminatory terms and conditions.

OPEN – Eschelon proposed #2 (replacing both 9.3.3.8.3 and 9.3.3.8.3.1 in the event Section 1.7.3 is approved) – Qwest to review

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.

OPEN – Qwest proposed – Eschelon does not agree

9.3.3.8.3.1 If during the term of this agreement a new negotiated ICA or negotiated amendment has been approved by the Commission that contains the option for Qwest to perform cross connect jumper work for intrabuilding cable, at CLEC's request, Qwest will offer CLEC an amendment to this agreement which will include all the associated rates, terms and conditions as it negotiated.

9.3.4 Detached Terminal Subloop Access General Terms

9.3.4.1 With the exception of an MTE Terminal, Unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation are required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Qwest will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access

Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the FCP process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the FCP Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5 Subloop Unbundling Ordering Process

9.3.5.1 All Subloop Types

9.3.5.1.1 Subloop elements are ordered via an LSR, pursuant to Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's facilities. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its facilities and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC may elect to ask the MTE owner whether it owns or controls on-premises wiring at an MTE. If the owner fails to claim or disclaims ownership of such on-premises wiring or if CLEC elects not to ask such MTE owner, CLEC shall request that Qwest make a determination of whether Qwest owns or controls the on-premises wiring ("an MTE Ownership Request"). CLEC shall make an MTE Ownership Request no later than ten (10) Days before CLEC begins construction of facilities to provide local services at an MTE. Qwest shall reply to an MTE Ownership Request within (a) ten (10) Days, if CLEC's request is the first request for access at such MTE or (b) two (2) business days, if Qwest has previously confirmed ownership or control of wiring at such MTE. In the event CLEC provides Qwest with a written claim by an MTE owner, or authorized Person thereof, that such owner owns the facilities on the End User Customer side of the terminal, the ten (10) Day period shall be reduced to five (5) Days from Qwest's receipt of such claim. Qwest's investigation into its ownership and control of on-premises wiring and Qwest's reply to the MTE Ownership Request shall be at no cost to CLEC.

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within ten (10) Days after CLEC submits an MTE Ownership Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay the CLEC's use of the on-premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-premises wiring and if Qwest demonstrates that the facility used by CLEC is on-premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will compensate Qwest for the use of such on-premises wiring, according to rates set forth in this Agreement, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the Building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. CLEC, will run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Reserved for Future Use.

9.3.5.4.5.2.1 Reserved for Future Use.

9.3.5.4.5.2.2 Reserved for Future Use.

9.3.5.4.5.2.3 Reserved for Future Use.

9.3.5.4.5.2.4 Reserved for Future Use.

9.3.5.4.6 Intentionally Left Blank.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.4.8 Intentionally Left Blank.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a FCP application form to Qwest. The FCP Application Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP is complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning a FCP, which begins upon Qwest's receipt of a complete FCP application form from CLEC. A complete FCP application form shall contain the following; End User Customer address, Central Office CLLI code, cable size, cable gauge, quantity of cables, Line Sharing (if applicable), and Loop ordering information.

9.3.5.5.2.1.1 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A FCP in a detached terminal shall be provisioned within ninety (90) Days from Qwest's receipt of a complete FCP application.

9.3.5.5.2.1.3 If Qwest denies a request for FCP in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make FCP impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original FCP Collocation Application Date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and inspection, CLEC will pay the remaining non-recurring charge and Qwest will provide CLEC with the assignments and the necessary Subloop ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP application, is unable to schedule the inspection with CLEC within twenty-one (21) Days after the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Subloop Unbundling Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - See Section 12 regarding Trouble Isolation Charges.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP Charge: Acceptance – After receipt of a FCP Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FCP application. A FCP Acceptance shall be considered Complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges

9.3.6.3.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A.

9.3.6.3.3 Intentionally Left Blank.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A for the Subloop MTE – POI Site Inventory.

9.3.6.4.2 Intentionally Left Blank

9.3.6.4.3 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Intentionally Left Blank

9.5 Network Interface Device (NID)

9.5.1 Description

The NID is defined in Section 4 of this Agreement. 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. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it 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. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed “Smart” devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Network Interface Device General Terms

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the

protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

9.5.3 Network Interface Device Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Network Interface Device Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Submission of LSRs is described in Section 12. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to

Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Network Interface Device Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6 Dedicated Transport

Qwest shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description and General Terms

9.6.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

9.6.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are further described in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any. UDITs are further addressed in Section 9.6.2.

9.6.1.1.2 Dedicated Transport includes the Network Element entrance facilities (the transmission facilities that connect competitive LEC networks with incumbent LEC networks referred to in the Parties' previous Interconnection Agreement as E-UDIT or E-UDF), but Qwest is not required to unbundle entrance facilities (including Dark Fiber entrance facilities) to add new entrance facility UNEs (including Dark Fiber entrance facility UNEs) after March 11, 2005, Entrance facilities in place prior to March 11, 2005 will follow the transition plans in Sections 9.1.13 and 9.1.14.

9.6.1.1.3 Dedicated Transport includes OCn capacity transport facilities, but Qwest is not required to unbundle OCn capacity transport facilities to add new OCn capacity transport facilities UNEs after March 11, 2005. OCn capacity transport facilities in place prior to execution of this Agreement will follow the transition plan in Section 9.1.14.

9.6.1.1.4 Dark Fiber transport is addressed in Section 9.7.

9.6.1.1.5 Regarding ordering and transition periods, see Sections 9.1.13 –

9.1.15.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT)

9.6.2.1 Intentionally Left Blank.

9.6.2.2 DS1 and DS3 UDIT are available on an unbundled basis, except for the limitations described as part of this Section 9.6.2.2 and Section 9.6.2.3. Qwest shall unbundle DS1 transport and DS3 transport between any pair of Qwest Wire Centers except where:

9.6.2.2.1 both Wire Centers defining the Route are Tier 1 Wire Centers for DS1 transport. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

9.6.2.2.2 both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers for DS3 transport. As such, Qwest must unbundle DS3 transport if a Wire Center at either end of a requested Route is a Tier 3 Wire Center.

9.6.2.3 Limitation on DS1 and DS3 Transport.

9.6.2.3.1 On Routes for which there is no unbundling obligation for DS3 transport, but for which an unbundling obligation exists for DS1 transport, CLEC may obtain a maximum of ten (10) DS1 UDIT circuits on each Route where DS1 UDIT is available on an unbundled basis.

9.6.2.3.2 CLEC may obtain a maximum of twelve (12) DS3 UDIT circuits on each Route where DS3 UDIT is available on an unbundled basis.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT) - Additional General Terms

9.6.2.4 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous UDIT element from one point to another.

9.6.2.5 Intentionally Left Blank.

9.6.2.6 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, CLEC may utilize any form of Collocation for UDIT that terminates in Qwest Wire Centers. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.6.3 Unbundled Dedicated Interoffice Transport Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the

following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Wire Centers.
- c) Reserved for Future Use.
- d) DS1 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) Reserved for Future Use.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Wire Centers.
- c) Reserved for Future Use.
- d) DS3 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- e) Reserved for Future Use.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Wire Centers.
- c) DS0 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.5 Rearrangement rates are contained in Exhibit A of this Agreement.

OPEN – Eschelon proposal #1 (if Sections 9.2.2.4.2 and 9.6.4.1.4 are not deleted)

9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement.

OPEN – Eschelon proposal #1 (if Sections 9.2.2.4.2 and 9.6.4.1.4 are deleted)

9.6.3.6. Design Change rates for UDITs are contained in Exhibit A of this Agreement. This rate does not apply when the need for such change is caused by Qwest.

9.6.4 Unbundled Dedicated Interoffice Transport Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in Section 12 of this Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate ASR. This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

OPEN – Eschelon proposal #1 (if Sections 9.2.2.4.2 and 9.6.4.1.4 are not deleted)

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, pursuant to Exhibit A, charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

- a) Service Date changes;
- b) Partial cancellation;
- c) Design Change; and
- d) Expedited order.

OPEN – Eschelon proposal #2 is partial deletion (in lieu of this section, see Eschleon's proposals for 9.2.3.8, 9.2.3.9 and 9.6.3.6)

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. ~~Also, pursuant to Exhibit A, charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:~~

- ~~a) Service Date changes;~~
- ~~b) Partial cancellation;~~
- ~~c) Design Change; and~~
- ~~d) Expedited order.~~

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Pursuant to Exhibit A, cancellation charges will apply except when:

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer (e.g., due to no facilities); or
- b) The original Due Date has been scheduled later than the expiration of the interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) Days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 Intentionally Left Blank.

9.6.4.4 Intentionally Left Blank.

9.6.4.5 Qwest will perform industry standard tests, set forth in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any when installing UDIT service.

9.6.4.6 Regarding ordering, see also Section 9.1.13.

9.6.5 Unbundled Dedicated Interoffice Transport Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6.6 Unbundled Dedicated Interoffice Transport Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange

UDIT terminations on CLEC's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g., CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber (UDF) Transport and UDF Multi-Tenant Environment Subloop

9.7.1 Description

9.7.1.1 Dark Fiber, unlike “lit” fiber, is unused fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services. UDF Transport consists of unactivated optical interoffice transmission facilities. For the purpose of this Agreement, UDF Transport may be referred to as UDF Interoffice Facility (UDF-IOF).

9.7.1.1.1 Qwest offers, and CLEC may order, Unbundled Dark Fiber (UDF) in two (2) distinct forms:

9.7.1.1.1.1 UDF-IOF is available on a deployed transport Route between two Qwest Wire Centers or switches, except on Routes connecting Wire Centers when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center. For UDF-IOF when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center, the Transition Period provisions of Section 9.1.14.4 apply to any such UNE that CLEC leased as of March 11, 2005.

9.7.1.1.1.2 UDF Multi-Tenant Environment (MTE) Subloop that begins at or near an MTE to provide access to MTE premises wiring.

9.7.1.1.2 Deployed UDF facilities shall include all local exchange Dark Fiber Qwest owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit Qwest's ability to provide access to another Person or entity.

9.7.1.2 Regarding UDF Loop, see Section 9.2.1. Regarding E-UDF, see Section 9.6.1.1.2.

9.7.2 UDF-IOF and UDF MTE Subloop General Terms

9.7.2.1 – Intentionally Left Blank

9.7.2.2 Qwest will provide CLEC with non-discriminatory access to UDF-IOF and UDF MTE Subloop in accordance with section 9.1.2. Qwest will provide UDF-IOF and UDF MTE Subloop of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2.1 For UDF-IOF, at accessible terminations within Qwest Wire Centers and/or Switch locations such as fiber distribution panels.

9.7.2.2.2 For UDF-MTE Subloop, a point of Technically Feasible access which is any point in Qwest's outside plant at or near an MTE premises, such as where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the MTE premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single Point of Interconnection, and the feeder/distribution interface. Qwest shall not improperly classify Dark Fiber as another type of facility to avoid Qwest's obligation to avoid its UDF MTE Subloop unbundling obligations.

9.7.2.2.3 CLEC may request placement of a FDP in order to access unterminated UDF pursuant to Section 9.19. For UDF-IOF, CLEC may request placement of the FDP in any Qwest Wire Center.

9.7.2.3 Qwest will provide CLEC with access to deployed UDF-IOF facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or two (2) strands (by the pair). CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle UDF-IOF in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

c) See also Section 9.7.1.2.

9.7.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 Intentionally Left Blank

9.7.2.10 Upon thirty (30) Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Central Offices within a UDF-IOF or at Central Offices where CLEC's UDF-IOFs are cross connected. CLEC has no access to UDF-IOF at those intermediate Central Offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF MTE Subloop, CLEC is responsible for all work activities at the End User Customer premises. All negotiations with the premises End User and or premises owner are solely the responsibility of CLEC.

9.7.2.14 Intentionally Left Blank.

9.7.2.15 Intentionally Left Blank.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: CLEC may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested Route do not meet the minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the

minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional non-recurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the non-recurring charges associated with the Provisioning excluding IRI and Field Verification and will discontinue all recurring charges.

9.7.3 UDF-IOF and UDF MTE Subloop Ordering Processes

9.7.3.1 The first step of the UDF-IOF and UDF MTE Subloop ordering process is the inquiry process. Qwest has simple and complex inquiries.

9.7.3.1.1 The simple Initial Records Inquiry (IRI) is used to determine the availability of UDF-IOF between two (2) Qwest Wire Centers. For UDF-IOF, CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.1.1 If there is UDF-IOF available, the UDF IRI response for UDF-IOF will contain up to five (5) available UDF Routes between the CLEC-specified end locations. If additional Routes are available, Qwest will notify CLEC that such additional Routes exist and negotiate how that additional information will be made available.

9.7.3.1.2 The complex IRI is used to determine if a UDF MTE Subloop is available pursuant to Section 9.7.2.2.2.

9.7.3.1.2.1 As part of a complex IRI, CLEC must submit a Field Verification Quote Preparation (FVQP) form. Qwest will verify the locations for splicing and the fieldwork required for the conversion.

9.7.3.1.3 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b). Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3.1 For UDF MTE Subloop complex IRIs, Qwest will prepare and submit to CLEC a quote, along with the original FVQP form, within the interval in Exhibit C.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Termination at Qwest Wire Center: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a Qwest Wire Center Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished

by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges, if any, will apply in accordance with Exhibit A.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the Route to be reserved is available. CLEC is also strongly encouraged to request a field verification that the Route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC may extend or renew reservations, by contacting Qwest, if there is delay in completion of the Collocation build. UDF reservations are also available for a six-month period, if a Collocation application has not been submitted. CLEC must submit the Collocation application by the last day of the six month period, and contact Qwest with the Collocation application information to extend the UDF reservation. All applicable UDF recurring charges specified in Sections 9.7.5.2 will be assessed at the commencement of the reservation. Non-recurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 UDF-IOF and UDF MTE Subloop Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 UDF-IOF and UDF MTE Subloop Rate Elements

9.7.5.1 UDF-IOF and UDF MTE Subloop rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). Qwest has simple and complex inquiries. These rate elements are a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each Route check requested by CLEC. Qwest has simple and complex inquiries. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order

work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers for UDF MTE Subloop. Qwest will prepare a quote which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing access to this FDP location. This quote will be good for thirty (30) Days. The FVQP is not necessary when the request is between Qwest Wire Centers (i.e., simple IRI for UDF). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge (described in sub-section (c)) assessed in the context of the reservation.

c) Engineering verification. This rate element is a records check for UDF MTE Subloop, if CLEC has requested verification before placing a verification request for UDF that CLEC desires to reserve and the request involves splicing.

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

OPEN – Eschelon proposed #1 – Qwest does not agree (Issue 9-51)

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply ~~per one for each of the two end points in the termination path~~ ~~per paircross connect provided on the facility~~. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

OPEN – Eschelon proposed #2 – Qwest does not agree

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per ~~paircross connect provided on the facility~~. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

b) UDF IOF Fiber Transport Rate Element. This rate element is recurring. This rate element provides a transmission path between Qwest Wire Centers. This recurring rate element is mileage sensitive based on the Route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-IOF.

d) Unbundled Dark Fiber- Order Charge, First Route, per order. This rate element is the nonrecurring component assessed for installation of

unbundled Dark Fiber, by the strand. The element applies for the first strand or pair that is requested to terminate at a single location. See Exhibit A.

e) Unbundled Dark Fiber- Order Charge, each additional Route, per order. This rate element is the nonrecurring component assessed for installation of each additional unbundled Dark Fiber strand. The element applies to each additional strand or pair ordered to the same location, on the same request. See Exhibit A.

9.7.5.2.2 Unbundled Dark Fiber Splice. This rate element is the nonrecurring charge assessed for the splice location, if required, to make the UDF MTE Subloop accessible. This rate element is for the work performed at the accessible first manhole or splicing location associated with an UDF MTE Subloop order. See Exhibit A.

9.7.5.2.3 UDF MTE Subloop. This rate element is the recurring charge assessed for the UDF MTE Subloop and it is ICB (Individual Case Basis).

9.8 911 and E911 Call-Related Databases

9.8.1 Qwest shall provide CLEC nondiscriminatory access to 911 and E911 databases only as required by the Act and 47 C.F. R. §51.319 and subparts. See Section 10.3 for the terms and conditions for 911/E911 Service.

OPEN – Eschelon proposed; Qwest does not agree (proposes deletion of entire section) (Issue 9-53)

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

9.9.1 If Qwest provides or offers to provide UCCRE to any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request UCCRE on nondiscriminatory terms and conditions.

OPEN – Eschelon proposal #2 (replacing 9.9 and 9.9.1 in the event Section 1.7.3 is approved) – Qwest to review

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to Clec in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the Oregon SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.

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- 9.16 Intentionally Left Blank.**
- 9.17 Intentionally Left Blank.**
- 9.18 Additional Unbundled Elements**

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Special Request Process set forth in Exhibit F or the Bona Fide Request Process, as applicable.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE. The request process for UNE construction is sometimes referred to as "Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction" or "CRUNEC".

9.19.1 To initiate the construction of additional UNE facilities, CLEC must submit a request by contacting the Qwest Service Manager.

9.19.2 The Records Quote Prep Fee (RQPF) is a non recurring charge assessed before a preliminary review of records is completed. This fee is required to provide a high level overview of the cost of construction. The resulting quote should be used to assess the feasibility of CLEC in using the UNE construction process. The estimate provided via RQPF process is based on records only and will not be binding. A credit for the RQPF will be applied to the cost of the CQPF (described in 9.19.3 below).

9.19.3 The Construction Quote Prep Fee (CQPF) is a non-recurring charge assessed prior to preparing the UNE construction quote. This fee is required to

provide a specific quote for the cost of construction. The resulting quote will reflect the amount the CLEC will pay should CLEC agree to pursue construction. CLEC may choose this option after receipt of an RQPF, or may opt to pay for the CQPF at any time after receiving notification that facilities are not available to complete the service request. A credit for the CQPF will be applied to the cost of construction if CLEC accepts the quoted UNE construction price.

9.19.4 Qwest retains the CQPF if the CLEC chooses not to proceed with the construction. At any point after remitting the payment for the UNE construction quote, if CLEC decides to discontinue the construction, Qwest will refund the CQPF payment, excluding expenditures already incurred for the work completed (Engineered, Furnished and Installed (EF&I)) on the requested UNE. Qwest will provide a brief description of the work completed.

9.19.5 For purposes of this Section 9.19, EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders

Furnished material cost

Installation labor costs to complete the work order

9.19.6 Rates for UNE construction are contained in Section 9.19 of Exhibit A.

9.20 Intentionally Left Blank

9.21 Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the Loop in order to accommodate the establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the 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.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of Record (the voice service provider) will order the insertion of a 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.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Loop portion of the Line Splitting arrangement. Qwest will perform requested conditioning of shared 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.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, 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 Splitting, Qwest shall use the same number of Cross Connections and the same number of tie pairs as it uses for other split services provided under this Agreement.

9.21.2.1.7 Intentionally Left Blank.

9.21.2.1.8 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

The following Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for Line Splitting.

9.21.3.1.1 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 (1) for voice/data. See Section 9.1 of Exhibit A.

9.21.3.1.2 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 Loop. See Section 9.4.4 of Exhibit A.

9.21.3.2 Non-recurring Rates for Line Splitting

9.21.3.2.1 Basic Installation Charge for Line Splitting – A non-recurring charge for each Line Splitting arrangement installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with Line Splitting. A non-

recurring 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.

9.21.3.3 Non-recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Access to OSS – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of Record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A, Section 9.20.4.

9.21.3.4 Rates for Splitter Collocation are included in Section 8.1.20 of Exhibit A of this Agreement.

9.21.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other 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.

9.21.4 Ordering Process

9.21.4.1 Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting 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.

9.21.4.1.4 The Customer of Record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

9.21.4.1.6 The Customer of Record (the voice service provider) shall submit the appropriate LSRs associated with establishing Line Splitting.

9.21.5 Billing

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

9.21.5.2 Qwest shall bill the Customer of Record for all recurring and non-recurring Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the Demarcation Point in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 Intentionally Left Blank.

9.21.6.4 When 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 Splitters. CLEC/DLEC will leave one (1) 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.

9.21.6.5 When 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 Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 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.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 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.

9.21.7.3 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.

9.22 Intentionally Left Blank

9.23 Combinations

9.23.1 UNE Combinations General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to Combinations of Unbundled Network Elements, including but not limited to Enhanced Extended Link (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other “Existing Rules” relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, the Special Request Process or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. See Section 24 regarding Commingling.

9.23.1.2.3 Where a CLEC has been denied access to a Loop as a UNE, CLEC may connect a similar bandwidth alternative service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. See Section 24 regarding Commingling.

9.23.1.3 When ordered as Combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available. If facilities are not available, Section 9.1.2.1 shall apply.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available (if not, see Section 9.1.2.1) and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 UNE Combinations Description and General Terms

OPEN - Qwest proposed – Eschelon does not agree (Issues 9-54 and 9-61)

UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and ~~Loop Mux Combinations~~. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations ~~pursuant to the rates, terms and conditions of this Agreement~~ provided that all ~~individual UNEs~~ UNE rates, terms and conditions making up included in the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.

OPEN - Eschelon proposed #2 – Qwest does not agree (Issue 9-54)

UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop Mux Combinations. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.

9.23.3 Additional UNE Combinations General Terms

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.3 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.4 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available

9.23.3.5 Regarding Number Portability see Section 10.2.1.1.

OPEN - Qwest proposed modification - Eschelon does not agree (Issue 9-55)

9.23.4 ~~Loop-Transport Combinations:~~ Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs

OPEN - Eschelon proposed - Qwest does not agree

Loop-Transport Combination –For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed by this Agreement, as further described in Section 24.1.2.1.

EEL – EEL consists of a combination of an Unbundled Loop and unbundled Dedicated Transport (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those Unbundled Network Elements. Such an EEL is a UNE Combination.

OPEN - Qwest proposed modifications – Eschelon does not agree

Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a ~~Loop-Transport~~ Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)

OPEN - Qwest proposed modifications– Eschelon does not agree

High Capacity EEL – “High Capacity EEL” is a ~~Loop-Transport~~ Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.

9.23.4.1 Service Eligibility Criteria for High Capacity EELs

The Service Eligibility Criteria set forth in Section 9.23.4.1.2 apply to High Capacity EELs. The Service Eligibility Criteria apply to all conversions of a special access circuit to a High Capacity EEL and obtaining a new High Capacity EEL. These Service Eligibility Criteria do not apply for access to other UNEs (e.g., voice-grade Loops, stand alone High Capacity Loops or voice grade EELs).

9.23.4.1.1 Except as otherwise provided in Section 9.23.4.1.2, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.9.23.4.1.2 Qwest need not provide access to (1) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 channel termination service, unless CLEC certifies pursuant to Section 9.23.4.2 that all of the following criteria (“Service Eligibility Criteria”) are met:

9.23.4.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

9.23.4.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

9.23.4.1.2.2.1 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. The origination and termination of local voice traffic should not include a toll charge and should not require dialing special digits beyond those normally required for a local voice call.

9.23.4.1.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 circuit has at least twenty-eight (28) local telephone numbers assigned to it.

9.23.4.1.2.2.3 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC may satisfy the number and 911/E911 criteria to initiate the ordering process for a new High Capacity EEL circuit by certifying that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.1.2.2.4 Collocation. CLEC will provide the associated Connecting Facility Assignment ("CFA"), as provided in Section 9.23.6.1.4. In addition:

9.23.4.1.2.2.4.1 Collocation. Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and is located at a third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator.

9.23.4.1.2.2.4.1.2 Collocation must be within Qwest's network and cannot be at an Interexchange Carrier points of presence (POP) or ISP POP. However, CLEC can satisfy this prong through reverse Collocation. This includes the installation of Qwest equipment at the premises of CLEC or any other entity not affiliated with Qwest, regardless of whether Qwest has a cage. Any non-Qwest Collocation arrangement, including indirect Collocation, pursuant to Section 251(c)(6) meets this test.

9.23.4.1.2.2.5 Each High Capacity EEL circuit must be served by an Interconnection trunk in the same LATA as the End User Customer premises served by the High Capacity EEL, and that for every 24 DS1 EELs or the equivalent, CLEC must maintain at least one active DS1 Interconnection trunk for the exchange of local voice traffic.

9.23.4.1.2.2.5.1 An Interconnection trunk meets the requirements of this Section if the CLEC will transmit the

Calling Party Number or Charge Number, as described in Section 7.2.2.4.2, in connection with calls exchanged over the trunk. As a safeguard against gaming, if CLEC strips off the Calling Party Number or modifies the Charge Number on calls exchanged over the Interconnection trunk, that trunk shall not be counted towards meeting the trunk/EEL ratio.

9.23.4.1.2.2.5.2 One-way inbound Interconnection trunks are not excluded. CLEC may choose to purchase a two-way trunk, or may purchase a one-way trunk and arrange for Qwest to purchase a one-way trunk in the opposite direction. If, however, CLEC does not arrange for a meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions, those arrangements cannot be attributed toward satisfaction of this Service Eligibility Criterion.

9.23.4.1.2.2.5.3 CLEC is not required to associate the individual High Capacity EEL Collocation termination point with a local Interconnection trunk in the same Wire Center. The High Capacity EEL and the Interconnection trunk may terminate in different Wire Centers.

9.23.4.1.2.2.6 Local Switching. Each circuit to be provided to each End User Customer will be served by a Switch capable of switching local voice traffic.

9.23.4.1.2.2.7 If circumstances change so that the circuit no longer meets the Service Eligibility Criteria, see Section 9.1.13.5.1

9.23.4.2 CLEC Self-Certification for High Capacity EELs

9.23.4.2.1 CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. This certification letter will be sent to Qwest prior to ordering or converting the first individual High Capacity Loop in combination, or Commingled, with a Qwest-provided High Capacity transport facility or service under this Agreement. This certification will be updated only when a substantive change to the information in CLEC's self-certification letter impacts compliance with the Service Eligibility Criteria.

9.23.4.2.1.1 In its self-certification letter, CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 or that it can Switch local voice traffic.

9.23.4.2.1.2 CLEC may satisfy the numbering and 911/E911 criteria to initiate the ordering process for a new EEL circuit by certifying in its letter that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.2.1.3 Qwest will provide unimpeded access to High Capacity EELs based upon self-certification, subject to later verification based upon cause. To the extent that Qwest seeks to challenge CLEC's self-certification of any High Capacity EEL, Qwest shall follow the auditing

provisions of Section 9.23.4.3. Qwest may not withhold the facility in question while the challenge is pending.

9.23.4.3 Qwest Service Eligibility Audits for High Capacity EELs

9.23.4.3.1 Service Eligibility Audits. Qwest may perform limited audits (“Service Eligibility Audits”) only to the extent reasonably necessary to determine CLEC’s compliance with the Service Eligibility Criteria set forth in Section 9.23.4.1. Notwithstanding any other provision of this Agreement, Service Eligibility Audits shall be performed in accordance with the following guidelines:

OPEN – Eschelon proposed modifications – Qwest does not agree (Issue 9-56)

9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2, when Qwest has a concern that CLEC has not met the Service Eligibility Criteria.

9.23.4.3.1.1.1 Qwest shall provide at least thirty (30) Days written notice to CLEC before commencing a Service Eligibility Audit. At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

OPEN – Eschelon proposed- Qwest does not agree – proposes deletion (Issue 9-56 (a))

9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest’s concern.

9.23.4.3.1.2 The Parties shall make reasonable efforts to cooperate with each other and the independent auditor during any Service Eligibility Audit. CLEC will maintain appropriate documentation to support the certification described in Section 9.23.4.2.1. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.4.3.1.3 Independent Auditor. An independent auditor shall perform any Service Eligibility Audits. Qwest shall obtain and pay for the independent auditor, except as described in Section 9.23.4.3.1.3.4.

9.23.4.3.1.3.1 To the extent that the Parties dispute the definition of an “independent” auditor and whether a given party satisfies the test for independence, the appropriate forum for this determination is the Commission.

9.23.4.3.1.3.2 The independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. This requires the independent auditor to perform an examination engagement and issue an opinion regarding CLEC's compliance with the Service Eligibility Criteria. The concept of materiality governs the audit. The independent auditor will conclude whether CLEC complied in all material respects with the applicable Service Eligibility Criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

9.23.4.3.1.3.3 If, based upon the audit, Qwest challenges CLEC's compliance with the Service Eligibility Criteria, Qwest shall provide a copy of the auditor's report to CLEC within thirty (30) Days from the date of Qwest's receipt of the report from the auditor. If the Parties disagree as to the findings or conclusions of the auditor's report, the Parties will follow the Dispute resolution procedures Section 5.18 of this Agreement.

9.23.4.3.1.3.4 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must reimburse Qwest for the cost of the independent auditor.

9.23.4.3.1.3.5 To the extent the independent auditor's report finds that CLEC complied in material respects with the Service Eligibility Criteria, Qwest must reimburse CLEC for CLEC's costs associated with the audit, including staff time and other appropriate costs for responding to the audit (e.g., collecting data in response to auditor's inquiries, meeting for interviews, etc.).

9.23.4.3.1.4 Qwest shall not require CLEC to submit to a Service Eligibility Audit prior to Provisioning High Capacity EELs. Qwest shall not conduct a Service Eligibility Audit with respect to CLEC, on more than an annual basis, unless the Service Eligibility Audit finds that CLEC failed to comply in all material respects. For purposes of calculating and applying an "annual basis," "annual basis" shall mean a consecutive 12-month period, beginning with Qwest's written notice pursuant to Section 9.23.4.3.1.1.1 that an audit will be performed. If a Service Eligibility Audit finds non-compliance, Qwest may conduct another Service Eligibility Audit (but no more than one in each quarter). If any subsequent Service Eligibility Audit does not find that CLEC complied in all material respects, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the 12-month period.

9.23.4.3.1.5 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must true-up any difference in payments paid to Qwest and the rates and charges CLEC would have owed Qwest beginning from the date the non-compliant

circuit was established as a UNE or UNE Combination when in fact it was non-complaint, but no earlier than the date on which this Agreement is effective; convert all non-compliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

9.23.4.3.1.5.1 CLEC shall submit orders to Qwest to either convert all non-compliant circuits to the equivalent or substantially similar wholesale service or disconnect non-compliant circuits within thirty (30) Days of the date on which the CLEC receives a copy of the auditor's report, and CLEC shall begin paying the trued-up and correct rates for each converted circuit beginning with the next Billing cycle following Qwest's acceptance of such order, except as described in Section 9.23.4.3.1.5.1.1.

9.23.4.3.1.5.1.1 If CLEC disputes the auditor's finding and initiates a proceeding with the Commission for resolution of the Dispute, in accordance with the Dispute resolution provision of this Agreement (see Section 5.18), no changes shall be made until after a determination is made in the Dispute.

OPEN - Qwest proposed – Eschelon does not agree- (Issue 9-55)

9.23.4.4 Additional Terms for ~~EELsUNE Components of Loop Transport Combinations~~

9.23.4.4.1 EELs ~~and Commingled EELs~~ may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs ~~and Commingled EELs~~ may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

9.23.4.4.2 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

OPEN - Qwest proposed – Eschelon does not agree (Issue 9-61 (b))

9.23.4.4.3 Installation intervals for ~~EEL UNE Combinations~~ are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>

OPEN – Eschelon proposed - Qwest does not agree - proposes deletion (Issue 9-58 (e))

9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.

9.23.4.4.4 Concentration capability installation intervals will be offered at an ICB.

9.23.4.4.5 EEL is available only where existing facilities are available. If facilities

are not available, Section 9.1.2.1 shall apply.

9.23.4.4.6 Upon request Qwest will perform rearrangements as described in Sections 9.23.4.4.6.1 and 9.23.4.4.6.2 below.

9.23.4.4.6.1 The non-recurring charge (“NRC”) in Exhibit A for rearrangements will apply for the following conversion-as-specified requests: (1) Roll an existing private line circuit from an existing private line multiplexed facility to a different existing EEL multiplexed facility and convert the private line circuit to EEL; (2) Re-terminate an existing multiplexed private line circuit from one slot to another at the same CLEC’s Collocation Alternate Point of Termination (APOT) and convert the multiplexed private line circuit to a multiplexed EEL facility; and (3) Redesign an existing point-to-point private line circuit to ride a different existing multiplexed EEL facility or commingle with an existing private line multiplexed facility; and convert the private line circuit to an EEL Loop. For (1), (2), and (3) in this Section, all work must be performed in the same Qwest Wire Center and the End User Customer’s address will not change.

9.23.4.4.6.2 The NRC in Exhibit A for rearrangements will apply when rearranging service on an existing EEL for the following rearrangement requests: (1) move an EEL Loop from one slot to a different slot on the same Multiplexed EEL; (2) re-terminate an EEL from one slot to a different slot at CLEC’s Collocation APOT; and (3) Roll an EEL Loop from one multiplexed EEL to a different multiplexed EEL in the same Qwest Wire Center; (4) Redesign an existing DS1 EEL, eliminating the DS1 transport, and re-terminate the DS1 EEL Loop to ride a DS3 multiplexed facility. The DS3 multiplexer must be located in the same Qwest Wire Center that serves the End User Customer’s address. For (1), (2), (3) and (4) in this Section, all work must be performed in the same Qwest Wire Center and the End User Customer’s address will not change.

OPEN - Qwest proposed – Eschelon does not agree (Issue 9-55)

9.23.4.5 Ordering Process for ~~EELs/UNE Components of Loop-Transport Combinations~~

9.23.4.5.1 CLEC will submit orders for ~~Loop-Transport/EELs Combinations~~ using the LSR process. Submission of LSRs is described in Section 12.

OPEN – Eschelon proposed - Qwest does not agree – Qwest proposes deletion (Issue 9-58)

9.23.4.5.1.1 If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.

9.23.4.5.1.2 Qwest shall not require CLEC to provide the local telephone number assignment; evidence of 911/E911 capability; the "A" and "Z" location of the LIS trunks; or the "26 code" (which is the alphanumeric code designated by Qwest for the LIS trunk group) in the ordering process.

9.23.4.5.2 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.4.5.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

OPEN - Qwest proposed modifications – Eschelon does not agree For Eschelon's alternate proposal, if Qwest's position is accepted in arbitration, see Section 9.23.4.7 (Issue 9-58 (a))

9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, ~~and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.~~ Qwest may require two (2) service requests when CLEC orders Multiplexed ~~EELs Loop-Transport Combinations~~ (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.

9.23.4.5.4.1 Regarding conversion of EELs to Commingled EELs, see also Sections 9.1.13-9.1.15.

9.23.4.5.5 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's normal installation hours pursuant to the terms described in Section 9.2.4.10.

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-67 (e))

9.23.4.5.6 For expedited orders, see Section 12.2.1.2.

OPEN - Qwest proposed – Eschelon does not agree (Issue 9-55)

9.23.4.6 Rate Elements for EELs ~~UNE Components of Loop-Transport Combinations~~

9.23.4.6.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1 and DS3 bandwidths. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. The recurring rates in Exhibit A apply.

9.23.4.6.3 EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.3.1 3/1 multiplexing rates are contained in Exhibit A of this

Agreement, and include the following:

- a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.
- b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.4.6.3.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

- a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

9.23.4.6.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.4.6.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

OPEN - Eschelon proposed – Qwest does not agree – Qwest proposes deletion (Issue 9-58 (b))

9.23.4.6.6 For each Point-to-Point Loop-Transport Combination (see Section 9.23.4.5.4), all chargeable rate elements for such combination will appear on the same Billing Account Number (BAN).

OPEN – Eschelon proposed alternate language (if Qwest’s position on 9.23.4.6.6 is accepted in arbitration) – Qwest does not agree (Issue 9-58 (c))

9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:

9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;

9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);

9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and

9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.

OPEN - Qwest proposed – Eschelon does not agree

9.23.4.6.6 For Commingling see Section 24.

9.23.4.6.7 For Out of Hours Coordinated Installations rate elements, see Section 9.2.3.7.

9.23.4.6.8 A rearrangement nonrecurring charge (“NRC”) as described in Exhibit A applies to each rearrangement described in Section 9.23.4.4.6.

OPEN – Eschelon proposed alternate language (if Qwest’s position on 9.23.4.5.4 is accepted in arbitration) – Qwest does not agree (Issue 9-59)

9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs

9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, so long as Qwest provides more than one circuit ID per Commingled EEL, CLEC may provide all circuit IDs associated with the Commingled EEL in a single trouble report (i.e., Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL). If CLEC is using CEMR to submit the trouble report, for example, CLEC may report one circuit ID and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (i.e., the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.

OPEN – Qwest proposed – Eschelon does not agree

9.23.4.7.1 For Commingling see Section 24.

OPEN – Eschelon proposed - Qwest does not agree- Qwest proposes deletion

9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.

OPEN – Eschelon proposed; Qwest does not agree – Qwest proposes deletion

9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.

9.23.5 General UNE Combinations Rates and Charges

9.23.5.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.5.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE are contained in Exhibit A.

9.23.5.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination consistent with Section 252(d) of the Act and providing access to the UNE Combination and will be compliant with Existing Rules. These nonrecurring charges, if any, are described in Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree – Qwest proposes deletion- (Issue 9-54 (a))

9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination.

9.23.6 UNE Combinations Ordering Process

9.23.6.1 Ordering processes are contained in Section 12 of this Agreement. The following is a high-level description of the ordering process for UNE Combinations:

9.23.6.1.1 Step 1: Complete product questionnaire with account team representative. See Section 3.

9.23.6.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative. See Section 21.

9.23.6.1.3 Step 3: Allow 2-3 weeks from Qwest’s receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.6.1.4 Step 4: After account team notification, place UNE Combination

orders via an LSR or ASR as appropriate. CLEC will provide the Connecting Facility Assignment (CFA) associated with each circuit pursuant to either Local Service Ordering Guidelines (LSOG) or, Access Service Ordering Guidelines (ASOG). Submission of LSRs and ASRs is addressed in Section 12.

OPEN - Qwest proposed – Eschelon does not agree (Issue 9-61 (b))

9.23.6.2 Service intervals for each ~~UNE Combination~~EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

9.23.6.3 Due Date intervals are established when Qwest receives a complete and accurate LSR or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.6.4 Intentionally Left Blank.

9.23.6.5 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to its End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC OSS via interface or other agreed upon processes when an End User Customer moves to another service provider. (For Loss and Completion reports, see Section 12.) Qwest shall not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the End User Customer.

9.23.6.6 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.7 Billing

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

9.23.8 UNE Combinations Maintenance and Repair

9.23.8.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

OPEN - Eschelon proposed – Qwest does not agree - Qwest proposes placement in Section 24.4 – See Section 24.4 (Issue 9-61 (a))

9.23.9 Loop-Mux Combination (LMC)

9.23.9.1 Description

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) ~~Commingled combined~~ with a ~~private line (PLT), or with a special access (SA), Tariffed~~ DS1 or DS3 multiplexed facility with no interoffice transport. The ~~PLT/SA~~ multiplexed facility is provided as ~~either~~ an Interconnection Tie Pair (ITP) ~~or Expanded Interconnection Termination (EICT)~~ from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a ~~PLT/SA~~ DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.1.3 Qwest offers the LMC ~~Loop~~ as a Billing conversion or as new Provisioning.

9.23.9.2 Terms and Conditions

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.2.1 An Extended Enhanced Loop (EEL) may be commingled with the ~~PLT/SA~~ multiplexed facility.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.2.2 LMC ~~Loops~~ will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.2.3 The ~~PLT/SA~~ DS1 or DS3 multiplexed facility must terminate in a Collocation.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.2.4 Intentionally Left Blank ~~The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.~~

9.23.9.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

OPEN - Eschelon proposed – Qwest does not agree

9.23.9.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC-~~Loop~~, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC-~~Loop~~.

9.23.9.3 Rate Elements

9.23.9.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.

9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

9.23.9.3.3 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.3.4 Nonrecurring charges for Billing conversions to LMC ~~Loop~~ are set forth in Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.3.5 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC-Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC-Loop.

9.23.9.3.6 Out of Hours Project Coordinated Installations For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

9.23.9.4 **Ordering Process**

Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.4.1 Ordering processes for LMC Loop (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

9.23.9.4.1.2 Step 2: Obtain Billing account number (BAN) through account team representative.

9.23.9.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest Billing system.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

9.23.9.4.2 Intentionally Left Blank

OPEN - Eschelon proposed – Qwest does not agree (Issues 1-1 (e) and 9-61 (a))

9.23.9.4.3 ~~Standard s~~Service intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or

through facsimile. For LMC ~~Loops~~, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC ~~Loops~~, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC ~~Loops~~ with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.

9.23.9.4.5.1 Intentionally Left Blank

9.23.9.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

9.23.9.5 Billing

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

9.23.9.6 Maintenance and Repair

OPEN - Eschelon proposed – Qwest does not agree (Issue 9-61 (a))

9.23.9.6.1 Qwest will maintain facilities and equipment for LMC ~~Loops~~ provided under this Agreement. ~~Qwest will maintain the multiplexed facility pursuant to the Tariff.~~ CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled 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. 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.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications must be submitted through the Special Request Process (SRP).

9.24.2 Loop Splitting General Terms

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, 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.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 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 Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Loop Splitting Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs. See Section 9.1 of Exhibit A.

9.24.3.1.2 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 Unbundled Loop. See Section 9.4.4 of Exhibit A.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other 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.

9.24.4 Loop Splitting Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in Section 12. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 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.

9.24.4.1.3 Basic Installation “lift and lay” procedure will be used for all Loop Splitting 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.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

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

9.24.5.2 Qwest shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the Demarcation Point in Qwest Wire Centers. 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.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest’s web site.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 “Customer of record” is defined for the purposes of this Section 9.24 as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 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.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm 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, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

Section 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper Switch destination. The actual routing of the call with either the dialed number, for calls to non-ported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the return of

the Qwest Unbundled Loop coincident with the transfer of the Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that there are situations in which LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port or provision of its Loop, and needs to delay or cancel the Port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions. In the event that some, but not all, ports complete successfully (for a partial or complete failure), CLEC may request either that only those telephone numbers that failed the Port be reworked by the Parties or that all the telephone numbers be reworked.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 23 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g., 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable Switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to port the entire block of DID numbers at no additional charge. Each Party shall permit Customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office

operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by the Customer via the appropriate retail Tariffs until these reservations expire. Qwest will no longer reserve numbers for End User Customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 23.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service applications). CLEC shall charge Qwest for default LNP queries at a reciprocal rate.

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to Route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's Customers or End User Customers as compared to the service Qwest provides its own Customers and End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Each Party shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for Local Number Portability:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-10	3 business days (includes FOC 24 hr interval)
	11-50	4 business days (includes FOC 24 hr interval)
	51 or more	ICB
Complex (PBX Trunks, ISDN,	1-25	5 business days (includes FOC

Centrex	24 hr interval)
26 or more	ICB

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.4 of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. mountain time on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. mountain time the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. (local time) of the next business day following the new Due Date or, in the case of cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 **CLEC requested LNP Managed Cut:** A CLEC requested Managed Cut permits CLEC to select a project Managed Cut for its LNP request. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an

agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur charges for the CLEC requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for CLEC requested Managed Cuts during normal business hours is the standard rate. The rate for CLEC requested Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for CLEC requested Managed Cuts shall be based upon actual hours worked in one half ($\frac{1}{2}$) hour increments. If the time to perform the CLEC requested Managed Cut is extended due to a Qwest error, Qwest will not charge CLEC for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for CLEC requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, Qwest may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.5 Qwest Requested LNP Managed Cut: A Qwest Requested Managed Cut permits Qwest to select a project Managed Cut for its LNP request.

10.2.5.5.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to CLEC's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CLEC will coordinate with Qwest for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.5.2 Qwest shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.5.3 Qwest will incur charges for the Qwest requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for Qwest requested Managed Cuts during normal business hours is the standard rate. The rate for Qwest requested Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.5.4 Charges for Qwest requested Managed Cuts shall be based upon actual hours worked in one half ($\frac{1}{2}$) hour increments. If the time to perform the Managed Cut is extended due to CLEC error, CLEC will not charge Qwest for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. Qwest understands and agrees that in the event Qwest does not make payment for Qwest requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, CLEC may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.5.5 CLEC will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by Qwest. Qwest will also have appropriate personnel scheduled for the negotiated FDT. If Qwest's information is modified during the cut, and, as a result, non-scheduled employees are required, Qwest shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, Qwest will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a CLEC error or a new Due Date is requested by CLEC, within twenty-four (24) hours of the negotiated FDT, CLEC may be charged by Qwest one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.5.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to Qwest or the Customer. If the problem cannot be corrected within an acceptable

timeframe to Qwest or the Customer, Qwest may request the restoration of CLEC service for the ported Customer. Such restoration shall begin immediately upon request. If Qwest is in error then a supplemental order shall be provided to CLEC. If CLEC is in error, no supplemental order or additional order will be required of Qwest.

10.2.5.5.7 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from Qwest) will not be disconnected prior to confirmation that the Qwest Loop has been successfully installed.

10.2.5.6 **Qwest Initiated LNP Managed Cut:** A Qwest Initiated Managed Cut occurs when a number is ported from Qwest to CLEC and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.6.1 A Qwest Initiated Managed Cut will occur during normal business hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If CLEC requests a FDT that is outside the normal business hours, the term, conditions and prices of the LNP Managed Cut in Section 10.2.5.4.3 will apply.

10.2.5.6.2 There is no charge to CLEC for a Qwest Initiated Managed Cut.

10.2.5.6.3 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.7 **CLEC Initiated LNP Managed Cut:** A CLEC Initiated Managed Cut occurs when a number is ported from CLEC to Qwest and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.7.1 A CLEC Initiated Managed Cut will occur during normal business hours. Normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If Qwest requests a (FDT) that is outside the normal business hours; the terms, conditions and prices of the LNP Managed Cut in section 10.2.5.5.3 will apply.

10.2.5.7.2 There is no charge to Qwest for a CLEC Initiated Managed Cut.

10.2.5.7.3 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from Qwest) will not be disconnected prior to confirmation that the Qwest Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.3.1 If a telephone number has been inadvertently disconnected in the Qwest Switch prior to the Port being activated by CLEC on the Due Date or the next business day after the Due Date, Qwest shall take expeditious action to restore the Switch translations and the ten (10) digit unconditional trigger for the End User Customer's telephone number. For LSRs involving residential service (i.e., 1FR) LNP-only (i.e., LNP with a CLEC-provided Loop), Qwest shall restore the Switch translations and the ten (10) digit unconditional trigger within four (4) business hours of notification by CLEC when such notification is received on the Due Date or prior to the end of the next business day after the Due Date.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest Customers to CLEC Customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Intentionally Left Blank.

10.2.9 Intentionally Left Blank.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the local service provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to Route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to Route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all State regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 Service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 Service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the State, End User Customer taxes for 911 Service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 Services. All costs incurred by the Parties for 911/E911 Services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 Services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (State agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 911 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve

failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Section 22B.1-2, for Qwest records where Qwest is the Donor Company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., Recipient Company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the Recipient Company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates and Routing for Resale

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information for the purpose of inclusion in the ALI/DMS database. Qwest shall update and maintain End User Customer information in the ALI/DMS database.

10.3.5.2 For resold services, Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC, and CLEC assumes no liability for the accuracy of information or routing provided by Qwest.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 Services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-Person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action

using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User Customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User Customer record by CLEC.

10.3.9 PS/ALI Service

10.3.9.1 During the term of this Agreement, CLEC will not order Private Switch/Automatic Location Identification (PS/ALI) Service from Qwest without first entering into an amendment or executing an Advice Adoption Letter, if applicable, to do so.

10.3.9.2 PS/ALI Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.3 In some situations, the End User Customer purchases PS/ALI from Qwest Retail and facilities-based service from CLEC, so the telephone numbers are working in the CLEC Switch. In such cases, the telephone numbers that are active in the CLEC Switch shall function properly with the Qwest PS/ALI service. Therefore, the End User Customer will be able to use those telephone numbers with the Qwest Retail PS/ALI.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's listing database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to CLEC's End User Customers at no charge.

10.4.2.2 CLEC will be charged for premium (e.g., additional, foreign, cross reference) and privacy (i.e., non-listed and non-published) listings at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest general exchange Tariffs.

10.4.2.3 Information on submitting and updating listings will be available in a Directory Listings user document hosted on Qwest's web site (currently entitled "Qwest Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document"). Qwest will furnish CLEC the listings format specifications. Qwest will provide directory publishing schedules and deadlines to CLEC.

10.4.2.4 If CLEC provides its End User Customer's listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer listings information for use in its Directory Assistance Service, in its Directory Assistance List Information, and for other lawful purposes, except that CLEC's listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer listings will be treated the same as Qwest's End User Customer listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings databases. CLEC will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

10.4.2.6 Left Intentionally Blank

10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders. To the extent that the option is available to specify that the End User Customer's existing listing(s) be retained upon conversion of an End User Customer account and CLEC so specifies on the LSR, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLEC's and Qwest's End User Customers. All requests for white pages Directory Listings, whether CLEC or Qwest End User Customers, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's End User Customer listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to State laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Prior to placing listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing non-published and non-listed listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User

Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or State law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customer listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customer listings information provided to CLEC including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate (an Affiliate) or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End User Customers should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (<http://www.qwest.com//wholesale/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory Assistance Service is a telephone number, voice Information Service that Qwest provides to its own End User Customers and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options. Qwest reserves the right to adjust the Directory Assistance rates in Exhibit A upon sixty (60) Days notice.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End User Customers to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End User Customers to receive listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand.

Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Call Branding is an optional service available to CLEC.

- a) Front End Brand -- Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.
- b) Back End Brand -- Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.
- c) There is a non-recurring charge to load CLEC's branded message in each Switch.
- d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End User Customers' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Services, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End User Customers. Qwest will provide the same priority of handling for CLEC's End User Customer calls to

Qwest's Directory Assistance Service as it provides for its own End User Customer calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User Customers may use the same dialing pattern to access Directory Assistance Services as used by Qwest's End User Customers (e.g., 411, 1+411, NPA+555-1212 or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance Database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end users calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that end users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Directory Assistance Listings in Qwest's Directory Assistance Services. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Services and rates are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory

Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A non-recurring charge to load CLEC's brand in each Switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 If Qwest provides timely and complete call records pursuant to Section 21.1.2, Call Completion Link will be charged at the per call rate when the End User Customer completes the required action (e.g., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published listings, Qwest shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide Directory Assistance List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the Directory Assistance List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 Directory Assistance List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other Carriers will

specify such information where it has been provided on the Carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of Directory Assistance List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of Telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as non-published or non-listed listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of Telephone Exchange Service or telephone toll service, this access grant automatically terminates

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to CLEC in Qwest's Directory Assistance List Information are accurate and complete. All third party Directory Assistance List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the Directory Assistance List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to end users calling its Directory Assistance Service either by company name or operating company number so that end users have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the Directory Assistance Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download,

copy or use the Directory Assistance List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's Directory Assistance List Information at least equal to the measures it takes to protect its own Confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's Directory Assistance List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's Directory Assistance List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the Directory Assistance list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all Directory Assistance List Information which it has in its possession or control, (b) extract and expunge any and all copies of such Directory Assistance List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' Directory Assistance List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the Directory Assistance List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the Directory Assistance List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (2) Audits per 12 month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the Directory Assistance List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided Directory Assistance List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for

non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest Directory Assistance List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest Directory Assistance List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting Directory Assistance List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the Directory Assistance List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial Directory Assistance List Information load or update files for Qwest's Local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial Directory Assistance List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End User Customers in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel. Qwest reserves the right to adjust the Toll and assistance operator services rates in Exhibit A upon sixty (60) Days notice.

10.7.1.1.1 Local Assistance. Assists CLEC End User Customers requesting help or information on placing or completing EAS/local calls, connects CLEC End User Customers to home NPA Directory Assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing End User Customer assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to CLEC or CLEC's End User Customers.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its End User Customers. Qwest will respond to

CLEC's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide forty five (45) Days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its End User Customers to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User Customer at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a non-recurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End User Customers may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End User Customers.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and non-recurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User Customer entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed Person to Person call regardless of the Billing used by the End User Customer.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to Directory Assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, Person or extension designated by the End User Customer.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its End User Customers and facilities that are Routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's End User Customer and terminates when the connection between the Qwest operator position and CLEC's End User Customer is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User Customer enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Non-recurring Charge. Qwest will charge to CLEC a non-recurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the Switches with the CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the “Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers.” Copies of this questionnaire may be obtained from CLEC’s designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC’s End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC’s invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by a CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit Building. Within a multi-unit Building, duct and conduit may traverse Building entrance facilities, Building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or Building riser. The terms Duct and Conduit include riser conduit.

10.8.1.2.2 The term Innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically

carry three cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a one and one-fourth (1¼)-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit Buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit Buildings. Within a multi-unit Building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of State law, to (i) convey an interest in real or personal property, or (ii) afford the access to poles, ducts, conduits and rights-of-way contemplated by the Act.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, State and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for

attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable State or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready fee"). When modifications to a Qwest spare duct/conduit include the placement of Innerduct, Qwest or CLEC will install the number of Innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for Duct/Innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement Pole/duct/conduit installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying Party or Parties may recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attachment will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying Party or Parties seeking to recover modification costs from Parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC

shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an Order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of

access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of \$200.00 per Pole or \$200 per innerduct run between two manholes, plus payment as specified in this Section. Qwest shall waive half the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D), within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized

occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, (and, in cases where the underlying ROW agreement was recorded in the real property records for the county in which the ROW is located, acknowledged and recorded in the real property records for the county in which the ROW is located) shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of duct/conduit or ROW, including a specific multiple tenant environment that grants Qwest access to or ownership or control of duct/conduit or ROW, Qwest will provide the agreement to CLEC. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or Route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected

in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to duct/conduit or ROW or multiple tenant environment in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Intentionally Left Blank.

10.8.2.27.3 For purposes of this Agreement, Qwest shall redact all dollar figures from copies of duct/conduit or ROW or multiple tenant environment agreements that have not been publicly recorded that Qwest provides to CLEC.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the Demarcation Point between Qwest facilities and the Owner's facilities in the property described in the agreement; (d) to determine the extent of the property interest of the third-party owner, including any provisions that establish the legal description of any property interest of a third-party property owner, including any metes and bounds of the property; (e) to determine the term of the agreement; or (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8.2.27 to any CLEC agents or employees engaged in sales, or marketing, or product management efforts on behalf of CLEC. These limitations shall not apply if CLEC executes the Access Agreement set forth in Attachment 4 to Exhibit D of this Agreement.

10.8.2.28 In cities where Qwest has deployed microduct technology but no vacant microduct is available on the specified Route, CLEC may request Qwest to place microduct along the desired Route or CLEC can choose to place microduct that must meet reasonable, nondiscriminatory Qwest specifications.

OPEN – Eschelon proposed – Qwest does not agree (Issue 10-63)

10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct at one-half (½) of the rate for innerduct in Exhibit A per microduct placed within the innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any CLEC microduct is found occupying facilities for which no order was placed and for which CLEC has not paid, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a

rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit, or applicable portion thereof, required to identify unauthorized CLEC occupancy.

10.8.2.30.2 Qwest shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) Days of written notification from Qwest.

10.8.2.30.2.2 The unauthorized occupancy did not require Qwest to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses Qwest for cost of audit, or applicable portion thereof, which discovered the unauthorized occupancy.

10.8.2.30.3 Qwest shall waive all of the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than CLEC.

10.8.2.30.4 CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested Route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit Building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required

for a Route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot. When the microduct occupancy fee applies, no innerduct fee applies.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, duct/innerduct and pole space: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Duct/Innerduct Occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the Routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit Buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) Days or within the time frames of the applicable federal or State law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MDU matrix and a copy of all agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest’s files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the Inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for poles, duct/innerduct or ROW: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the poles or innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing poles/innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided on Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) Days after CLEC’s submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available Duct/Innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of

either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Attachments 1.A, 1.B and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, State and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, State or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888- 879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such

notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification will be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute resolution.

- 11.26 Building related problems may be referred to the Qwest Work Environment Centers:
800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)
- 11.27 CLEC will submit a Qwest Collocation Access application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.
- 11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- 11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.
- 11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) days a week, twenty-four (24) hours a day.
- 11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.
- 11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.
- 11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.
- 11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- 11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.
- 11.34.2 Uncollectable or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or Operational Support System software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 – Access to Operational Support System (OSS)

12.1 General Terms

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

12.1.1.1 Qwest will continue to make improvements to the electronic OSS interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall adhere to the provisions of the Change Management Process (CMP) set forth in Section 12.1.6 and Exhibit G.

12.1.2 Nondiscrimination

12.1.2.1 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as Pre-ordering, Ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.1.2.2 All Qwest employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, Qwest shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers).

12.1.3 Documentation, Questions, Escalations, and Disputes

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

12.1.3.2 Documented Processes and Information

12.1.3.2.1 Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, as available, Qwest shall disclose to CLEC any internal business rules, specifications, test cases, mapping examples and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently and necessary to enable CLEC to design its own systems. Qwest will provide information to CLEC in writing. Qwest will post such information, including business rules regarding out-of-hours Provisioning, on Qwest's web site. If Qwest fails to provide such information or provides inaccurate information, Qwest will remedy the situation within Qwest systems. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards.

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

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

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

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

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

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

12.1.3.2.4 Intentionally Left Blank.

12.1.3.2.5 Qwest will maintain and update an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices. This data base will also include CPNI information, NXX activity reports, Switch features, Switch conversions and upgrades, Switch replacements, Switch generic changes, embargo dates, Loop data, usage

data, Digital Loop Carrier (DLC) Remote Terminal (RT) equipment cabinets by Distribution Area (DA), outside plant and interoffice facility jobs (at least those greater than \$100,000), Universal Digital Carrier (UDC) information, and DA maps. This database (currently known as the ICONN database for most of this information) is available to CLEC via Qwest's Web site.

12.1.3.2.5.1 This data (ICONN) is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates or any other party.

12.1.3.2.6 Intentionally Left Blank.

12.1.3.2.7 Intentionally Left Blank.

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

12.1.3.3 Points of Contact for Assistance and Hours of Availability

12.1.3.3.1 Intentionally Left Blank.

12.1.3.3.2 Intentionally Left Blank.

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

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

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

12.1.3.3.3.2 Qwest shall offer support center assistance as described below. Qwest may also provide additional information on its wholesale web site.

12.1.3.3.3.2.1 Interconnect Service Center Help Desk: Qwest will provide Interconnect Service Center (ISC) Help Desks for CLEC to gain assistance in areas involving order submission and manual processes.

12.1.3.3.3.2.2 Systems Help Desk: The CLEC Systems Help Desk (also known as the IT Help Desk) will provide a point of entry for

CLEC to gain assistance with systems issues. System issues include those involving connectivity, system availability, and file outputs:

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

12.1.3.3.3.2.2.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: non-design services (e.g., Resale/POTS and UNE POTS), design services and Maintenance and Repair.

12.1.3.3.3.2.2.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to any output files that Qwest provides to CLEC via File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or web browser, such as Daily Usage File; Loss/ Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.1.3.3.3.2.2.4 The System Help Desk will be available pursuant to days and hours specified on Qwest's wholesale web site.

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

12.1.3.3.3.2.3 The Maintenance and Repair Support Center will be available pursuant to days and hours specified on Qwest's wholesale web site.

12.1.3.3.3.2.3.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call out technicians or other personnel required for the identified situation.

12.1.3.3.3.2.3.2 The Qwest CLEC Coordination Center (QCCC) will be available pursuant to days and hours specified on Qwest's wholesale web site.

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

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

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

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

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

12.1.3.3.5 Escalations. See also Section 3.3.

12.1.3.3.5.1 Intentionally Left Blank.

12.1.3.3.5.2 Qwest will provide escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.1.3.3.5.3 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.1.3.3.5.4 Intentionally Left Blank.

12.1.3.3.5.5 Intentionally Left Blank.

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

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

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

OPEN – Eschelon Proposed – Qwest does not agree and proposes deletion (see counter below) (Issues 12-64, 12-64 (a), and 12-64 (b))

12.1.4 Root Cause Analysis and Acknowledgement of Mistakes

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

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

12.1.4.2.1 The letter will include a recap of sufficientthe pertinent information to identify the issue. (e.g., PON, Service Order Number, order Due Date and billing telephone number, as provided in the CLEC request) and the following statement, "Qwest acknowledges its mistake. The error was not made by the other service provider."

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

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

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

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

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

OPEN – Qwest proposed counter; Eschelon cannot agree

12.1.4 Intentionally Left Blank

12.1.5 Responsibilities Relating to End User Customers

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

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

12.1.5.3 CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service.

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

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

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

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

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

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

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

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-65)

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

will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.

OPEN – Qwest proposed counter – Eschelon does not agree

12.1.5.4.7 Intentionally Left Blank.

12.1.5.4.8 CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-66)

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

12.1.6 Change Management

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

processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

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

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

12.1.6.1.3 Qwest will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.

12.2 Pre-Ordering, Ordering, and Provisioning

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

12.2.1.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

OPEN – Eschelon proposed – Qwest does not agree – (Qwest counter is at 7.3.5.2 and 9.1.12.1 and subsections) (Issue 12-67)

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

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-67 (a))

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

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

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-67 (b))

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

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-67 (c))

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

12.2.2 Service Requests: Qwest offers various ordering methods to submit service

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

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

12.2.2.1.1 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 (or mutually agreed upon substitute) protocols. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

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

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

12.2.2.2.1 CLEC may choose to submit ASRs manually or electronically.

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

12.2.2.2.2.1 Qwest's Online Request application (QORA) will allow CLEC to use a Graphical User Interface (GUI) to electronically submit ASRs as described in Section 12.2.2.2 above.

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

12.2.2.3 Other Requests

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

12.2.3 Supplements and Canceled Service Requests

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

OPEN – Qwest proposed – Eschelon does not agree (Issue 12-68)

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

OPEN – Eschelon proposed #1 – Qwest does not agree

12.2.3.2 There is no charge for CLEC submitting a supplement or cancelling or re-submitting a service request.

OPEN – Eschelon proposed #2 – Qwest does not agree

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

12.2.4 Pre-Ordering Real Time Functions

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

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

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

12.2.4.1.2.1 Qwest will update a CSR, make it available to CLEC, and complete error resolution activities in substantially the same time and manner as Qwest does for itself, its Affiliates and its own End User Customers.

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

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

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

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

12.2.4.1.6 For LSRs and ASRs, service address verification/validation;

12.2.4.1.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

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

12.2.4.1.8 For LSRs, a list of valid available Connecting Facility Assignments (CFAs), including both available and assigned connecting facilities. For ASRs, a list of valid Connecting Facility Assignments (CFAs) between two (2) CLLI codes

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

12.2.4.1.10 Feature availability information.

12.2.5 Intentionally Left Blank.

12.2.6 Intentionally Left Blank.

12.2.7 Order Status Notices

12.2.7.1 Intentionally Left Blank.

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

12.2.7.2.1 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.2 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard format. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

OPEN – Eschelon proposed modifications (#1) – Qwest does not agree (Issue 12-70)

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

OPEN – Eschelon proposed modifications (#2) – Qwest does not agree

12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSO) to CLEC. Through the PSO, Qwest supplies CLEC with information that appears on the Qwest service order, providing at least the data in the service order's Service and Equipment (S&E) and listings sections that Qwest provided to requesting CLECs as of IMA Release 13.0.

12.2.7.2.4 Jeopardy Notices

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

12.2.7.2.4.2 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.3 CLEC may telephone the applicable Qwest support centers or use the electronic interfaces to obtain jeopardy status.

OPEN – Eschelon proposed; Qwest cannot agree; Qwest counter below (Issue 12-71)

12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-72)

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

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-73)

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

OPEN – Qwest proposed counter; Eschelon cannot agree

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

12.2.7.2.5 Intentionally Left Blank.

12.2.7.2.6 Fatal Rejection Notices

OPEN – Eschelon proposed – Qwest does not agree (Issue 12-74)

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

OPEN – Eschelon proposed; Qwest does not agree (Issue 12-74)

12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC's direction, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC.

OPEN – Qwest proposed counter; Eschelon cannot agree

12.2.7.2.6.2 Fatal Rejection Notices. Specific procedures are contained in Qwest's PCAT, available on Qwest's wholesale web site.

12.2.8 Additional Status Information

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

12.2.9 Design Layout Record

12.2.9.1 Qwest will provide Design Layout Records (DLR) in a non-discriminatory manner.

12.2.9.2 Design Layout Record (DLR) provides the layout for the local portion of a circuit at a particular location where applicable. Qwest shall provide real time, electronic access to DLR query functions to CLEC through the pre-order menu.

12.3 Ordering, Provisioning and Installation

OPEN – Eschelon proposed; Qwest does not agree (Issue 12-75)

12.3.1 Demarcation Point.

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

OPEN – Qwest proposed counter; Eschelon cannot agree

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

12.3.2 Intentionally Left Blank

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

12.3.4 Intentionally Left Blank.

12.3.5 Reuse of Facilities/Loop Reclamation

12.3.5.1 For migration/conversion activity, Qwest will reuse facilities to the extent those facilities are technically compatible with the service to be provided for the migration/conversion activity (i.e., not "new" activity). Regarding Loop facilities, see also Section 9.2.2.15.

12.3.6 Intentionally Left Blank.

12.3.7 Loss and Completion Reports

12.3.7.1 Qwest will notify CLEC by Operational Support System interface or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. As part of such processes, Qwest will provide CLEC Loss and Completion reports as described below. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer.

OPEN – Eschelon proposed; Qwest cannot agree (Issue 12-76)

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

- a) Resale; and
- b) Unbundled Loop.

12.3.7.1.1.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

OPEN – Eschelon proposed; Qwest cannot agree (Issue 12-76 (a))

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

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

12.4 Maintenance and Repair

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.4.0.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

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

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

12.4.1.4 Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.1.5 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge.

OPEN – Qwest proposed modification - Eschelon does not agree (Issue 12-77)

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

OPEN – Eschelon proposed – Qwest does not agree – Qwest proposes deletion (Issue 12-77 (a))

12.4.1.5.2 Sections 12.4.1.1 through 12.4.1.5 describe situations in which CLEC elects to perform trouble isolation and testing, as described in those sections. If, in those situations, CLEC cannot test through (or tests and cannot obtain valid results) as described in Sections 12.4.1.4 and 12.4.1.5.1, any such testing that Qwest conducts due to those circumstances is not “optional” but is required by those circumstances. Therefore, optional testing charges do not apply. Regarding situations in which CLEC elects not to perform trouble isolation, see Section 12.4.1.6.

12.4.1.6 When CLEC elects not to perform trouble isolation and CLEC requests Qwest to perform optional testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing Qwest dispatches a technician at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest’s facilities, including Qwest’s facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest’s side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If the circuit is on Pair Gain, Qwest will not assess optional testing charges.

12.4.1.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, Qwest must receive a trouble report from CLEC.

OPEN – Eschelon proposed modifications #1 (Issue 12-78) (associated with Eschelon’s proposal #1 for Issue 12-80) – Qwest does not agree

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

OPEN – Eschelon proposed modifications #2 (Issue 12-78) (only in the event that Eschelon’s proposal #2 is adopted for Issues 12-80(b)-(c)) – Qwest does not agree

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

OPEN – Eschelon proposed modifications #3 (Issue 12-78) (only in the event that Eschelon’s package, including proposal #2 or #3 for Issues 12-80 (b)-(c) is adopted – Qwest to review

12.4.1.7. For the purposes of Section 12.4.1.8, “Trouble Reports” means trouble reports received via MEDIACC, CEMR, or successor systems, if any, or reported to one of

Qwest's call or repair centers, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.

OPEN – Qwest proposed modifications – Eschelon does not agree (Issue 12-80)

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

- (a) the repeat Trouble Report(s) is the same trouble as the prior Trouble Report (“Repeat Trouble”), as is demonstrated by CLEC’s test results isolated between consecutive CLEC access test points; and
- (b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and
- (c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and
- (d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest’s network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form. (If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and
- (e) CLEC’s demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.

OPEN – Qwest proposed – Eschelon does not agree – see counter below (Issue 12-80 (a))

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

OPEN – Eschelon proposed – Qwest does not agree

12.4.1.8.1 Where CLEC does not have remote testing capability, subsection (e) of Section 12.4.1.8 requires a technician dispatch for both the prior and Repeat Trouble. Where CLEC has remote testing capability and provides the test results described in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

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

12.4.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution. For designed services, Qwest will not close the trouble report prior to verification with CLEC that trouble is cleared.

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

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

12.4.2.3.1 On manually-reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.4.2.4 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by e-mail or through the electronic interface. CLEC may telephone the Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.4.2.5 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.2.6 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End Users Customers.

12.4.3 Activities to Resolve Trouble Reports or Perform Maintenance and Repair Work

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

12.4.3.2 Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement.

12.4.3.3 When CLEC reports that CLEC has isolated trouble to the Qwest network, Qwest will perform trouble isolation to the extent the capability to perform such trouble isolation is available to Qwest.

12.4.3.3.1 Prior to requiring access to the End User Customer premises, Qwest will conduct testing to determine if the trouble can be resolved without access to the End User Customer premises. Outside of normal business hours, Qwest will not dispatch to the last testable point in a circuit if isolation can be obtained via remote testing. If the circuit can be tested as needed and the trouble can be resolved without access to the End User Customer premises, Qwest will proceed with resolving the trouble.

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

OPEN – Qwest proposed modifications; Eschelon cannot agree (Issue 12-81)

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

12.4.3.6 Dispatch: Qwest will provide dispatch personnel in substantially the same time and manner it provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble is not found to be in the Qwest network.

12.4.3.6.2 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of major network outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

OPEN – Eschelon proposed; Qwest does not agree (Issue 12-75 (a))

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. See also Section 12.3.1.1.

OPEN – Qwest proposed counter; Eschelon cannot agree

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

12.4.3.7 Intentionally Left Blank.

12.4.3.8 Intentionally Left Blank.

12.4.3.9 Intentionally Left Blank.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Intentionally Left Blank.

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

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

12.4.3.10.4 Qwest's emergency restoration process operates on a 7X24 basis.

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

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Qwest shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.11.2 Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity

possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.11.3 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.12 Switch and Frame Conversion Service Order Practices

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

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

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

12.4.3.12.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.5) other than conversion orders described in Section 12.4.3.12.7. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 ASRs for Switch or frame Trunk Side facility Augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to Augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.7.

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

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

12.4.3.12.8 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected

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

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

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

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

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

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

12.4.3.12.10.4 LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the

quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

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

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

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

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

12.4.3.12.12 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

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

12.4.3.13.2 Generally, the Maintenance and Repair window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Pacific Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

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

12.4.3.14 Impairment of Service

12.4.3.14.1 The characteristics and methods of operation of any circuits, facilities

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

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

12.4.3.15 Inside Wire Maintenance: Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.4.4 Trouble Report Closure

OPEN – Eschelon proposed; Qwest does not agree (Issue 12-86)

12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a "disposition code").

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

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

OPEN – Qwest proposed counter; Eschelon cannot agree

[12.4.4.1 Procedures regarding trouble report closure are contained in Qwest's PCAT, available on Qwest's wholesale web site.](#)

12.5 Billing

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

12.6 On-Going Support for OSS

Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2 and its sub-sections. Once Qwest receives a complete and accurate New Customer Questionnaire (initial or updated), Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

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

12.6.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

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

12.6.4 Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

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

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

12.6.7 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using. Qwest will assist CLEC as described in Section 12.1.3.

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

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

12.6.9.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity

is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

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

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

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

OPEN – Eschelon proposed; Qwest cannot agree (Issue 12-87)

12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine

operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required for recertification, unless the Parties agree otherwise. Recertification does not include new implementations such as new products and/or activity types.

12.6.9.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time between Qwest notification to CLEC and the sunset for CLEC's current release to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time negotiated by Qwest and CLEC during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. Qwest and CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of CLEC's business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.6.9.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual Pre-ordering, Ordering, Provisioning, Billing and Maintenance and Repair of Network Elements, Ancillary Services, and UNE Combinations prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

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

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

such a process within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.6.9.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.6.9.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

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

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

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

12.6.9.6.5 The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing.

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

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

12.6.9.6.8 The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in Provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.6.9.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If CLEC elects to discontinue the comprehensive testing, then testing will cease immediately and CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and Billing will continue as agreed. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.

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

12.6.9.7.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.6.9.2, 12.6.9.3 and 12.6.9.4.

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

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

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

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

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

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

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

12.7 OSS Rate Elements

12.7.1 Recurring and non-recurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/ or approves applicable rates at the completion of appropriate cost docket proceedings.

12.7.2 Supplements and Canceled Service Requests - (See Section 12.2.3)

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and Route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX Codes assigned to its Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and directory listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

Section 15.0 - Qwest Dex

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest Dex. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest Dex.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the End User.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a BFR. Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the Technical Feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.2.7 Intentionally Left Blank.

17.2.8 Intentionally Left Blank.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute resolution provision of this Agreement.

17.11 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 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.

17.12 In the event CLEC has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of a CLEC to provide sufficient details about the terms and conditions of any granted requests to allow a CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by the CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. A CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to the CLEC of the need therefore.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Audit or Examination Expenses.

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time

of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliates' disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other Party's compliance with this

Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years unless cause is shown to support a specifically requested audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. Other provisions of this Section that are not inconsistent herewith shall apply, except that in the case of audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Network Elements or ancillary services to the extent existing facilities are available. Construction is not required for requests that can be resolved through assignments, incremental facility work or other Routine Network Modifications. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Network Elements or ancillary services specifically provided for in this Agreement, such as assignments, incremental facility work or other Routine Network Modifications, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Network Elements or ancillary services, as described in the applicable Section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End Users and without discrimination among the various Carriers.

19.3 Within twenty (20) business days after CLEC requests construction, Qwest shall provide to CLEC a quote for CLEC's portion of a specific job. The quote shall include a detailed breakdown of the labor and material costs and a description of work. The quote will be in writing and will be binding on Qwest for ninety (90) business days after the issue date. If accepted, CLEC will pay to Qwest the quoted price and construction will commence after receipt of payment. If CLEC accepts a Qwest quote for construction, such acceptance is of price and scope of work only. Any additional terms incorporated into Qwest forms to request or accept a quote for construction, or to otherwise direct Qwest to proceed with construction, shall have no effect as between the Parties. The terms and conditions applicable to such construction shall be those terms and conditions set forth in this Agreement. Any such quote for construction shall be a firm quote (not to exceed a specific dollar amount) to complete the construction for the requested facilities. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this Agreement, that Network Element shall be deemed a UNE. If Qwest builds facilities based on a CLEC request for construction, Qwest shall, complete CLEC's order(s) for service related to such construction within the applicable service interval once construction is completed.

Section 20.0 - SERVICE PERFORMANCE

20.1 Performance Indicator Definitions--Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Qwest will bring changes agreed to by CLECs and Qwest to the Commission for modification of Exhibit B of this Agreement. Modification of PIDs that apply to the Oregon Qwest Performance Assurance Plan (QPAP), attached hereto as Exhibit K, shall be made in accordance with Section 16 of that Exhibit.

20.2 Qwest Performance Assurance Plan (QPAP)—Pursuant to Section 13.6 of Exhibit K, CLEC adopts the QPAP.

Section 21.0 – CONNECTIVITY BILLING, RECORDING, AND EXCHANGE OF INFORMATION

21.1 General Terms

21.1.1 Each Party will bill and record in accordance with this Agreement those charges the other Party incurs as a result of such Party's purchases under this Agreement (hereinafter "Connectivity Charges").

21.1.2 The Parties shall provide each other with timely, accurate and complete bills and call records relating to the products and services provided, the Connectivity Charges billed, and the traffic exchanged under this Agreement.

21.1.3 Connectivity Charges are set forth in Exhibit A. Terms and conditions are set forth in Section 5.4 relating to payments and deposits (including late payment charges), Section 7.3 relating to bill and keep for reciprocal compensation, and Section 22 relating to pricing.

21.2 Monthly Billing

21.2.1 Qwest and CLEC will establish monthly Bill Dates for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties in writing. Each Party shall provide the other Party at least thirty (30) Days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Charges invoice associated with each BAN. Each invoice must contain a BAN number and, in CABS or SECAB format, an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected.

21.2.2 Qwest shall assign each Unbundled Network Element (UNE), UNE Combination, resold service or other product, service or option included in this Agreement purchased by CLEC a separate and unique Billing code. These Billing codes are determined by Qwest based on industry guidelines for Universal Service Ordering Codes (USOCs) and Field Identifiers (FIDs). FIDs identify non-fielded data and, among other things, describe more detailed and specific attributes of a USOC. Qwest shall provide such USOCs to CLEC on each bill for Connectivity Charges provided by Qwest ("Connectivity Bill") in which charges for such UNEs, UNE Combinations, resold services or other products, services or options included in this Agreement appear.

21.2.3 Connectivity Bills will be provided by Qwest on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (b) any known unbilled non-usage sensitive charges for prior periods providing they shall not exceed the periods set forth in Section 21.6 below, (c) unbilled usage sensitive charges for the period beginning with the last bill processing date and extending up to the processing date of the current bill, (d) any known unbilled usage sensitive charges for prior periods, or any unknown prior usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 21.6 below, and (e) any known unbilled adjustments providing they shall not exceed the periods set forth in Section 21.6 below. Each Connectivity Bill shall set forth the quantity and description of each such Unbundled Network Element, UNE Combination, resold service or other product or service under this Agreement billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred. Each Connectivity Bill shall also include:

- (a) Billing Telephone Number (BTN);
- (b) Bill Date;
- (c) the date on which the billed activity occurred ("Service Date"), including for per call activation charges the date on which the call occurred (except that individual call dates will not be provided for bulk-billed usage);
- (d) Working Telephone Number (WTN) or circuit identification (Circuit ID), whichever is applicable (except for charges for which the WTN is the same as the BTN, or for bulk-billed USOCs and order charges, if any, that do not apply at a WTN or circuit level, for which the sub-account number may be provided instead);
- (e) Billable USOCs and USOC descriptions, unless there is no USOC for the product or service, the USOC is only for non-recurring charges (in which case a descriptive bill phrase is provided), or the USOC charge amount is part of a Tax or Surcharge (in which case the tax or surcharge will be separately listed on the bill);
- (f) rate (except for toll calls and non-recurring charges);
- (g) extended charges (rate X quantity);
- (h) for Connectivity Charges that vary by zone, information necessary to identify which zone charge was billed. (Additionally, Qwest will make available to CLEC an electronic Billing Customer Service Record (CSR) which provides information necessary to allow CLEC to identify the Common Language Location Identifier (CLLI) applicable to each charge that varies by zone.);
- (i) for Non-Recurring Charges ("NRCs"), service establishment date (Billing start date) on the first bill for which the charge appears, Purchase Order Number ("PON"), service order ("SO") number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Non-Recurring ("N");
- (j) for fractional charges associated with LSR or ASR activity, if any, the from and thru dates, per month charge, fractional amount, PON, SO number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Fractional ("F"); and
- (k) for Maintenance and Repair charges, CLEC repair ticket number when the CLEC submitted the ticket via CEMR or MEDIACC.

21.2.3.1 During the course of this Agreement, Qwest will not convert any usage elements from detailed Billing to bulk-billing.

21.2.4 Either Party may request Connectivity Charges associated with products and services be included in separate bills, which may be sent to different billing addresses. At a minimum, a Party will comply with such a request to provide separate bills for Collocation, LIS trunking, private line service, resale, UNE, EEL, administrative invoices, transit, and UDIT. For CLEC requests made in the normal course of business to operations channels, Qwest's obligations to comply with such requests is limited to the current capability of Qwest's OSS to support the request when the charges are provided using OSS. This provision does not limit the CLEC's ability to seek an OSS change, such as via the CMP. If separate bills are established, the Billing Party shall bill the Connectivity

Charges for that product or service on the appropriate, designated BAN. At least 6,000 sub-accounts will be allowed per BAN.

21.3 Bill Format Media

21.3.1 Each Connectivity Bill shall be provided on paper, if selected by CLEC, or electronically transmitted in ASCII, EDI or Carrier Access Billing System (CABS) format, the selection of which format is to be chosen by CLEC, or in other electronic media that the Parties agree upon. CLEC shall provide its Carrier Access Bills to Qwest pursuant to CLEC's Tariff and any other bills in a spreadsheet sent by Email, or as otherwise agreed by the Parties. When an electronic format (CABS, EDI, ASCII) is available for a bill and is selected by CLEC, the electronic bill is the official bill of record. For ASCII bills, however, the electronic ASCII bills currently do not include the balance forward and total amount due. Therefore, until the electronic ASCII bills include this information, the paper bill is the official bill of record. Regardless of the bill format media selected, the Connectivity Bill shall be provided at no charge. The bill format media for Connectivity Bills is specified on the Customer Questionnaire, if it has not been previously provided, as set forth in Section 3.2.2.

21.3.2 Qwest uses the following systems to bill products and services to wholesale Customers:

21.3.2.1 **Customer Records and Information System Billing:** The Customer Records and Information System ("CRIS") summary bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The summary bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered, quantity of sub-accounts, and the Qwest region in which CLEC is operating. For CRIS output, CLEC may choose to receive bills in the following formats: paper, EDI via Network Data Mover (NDM) (dedicated circuit), EDI via Value Added Network (VAN), EDI via File Transfer Protocol (FTP) (dedicated circuit), EDI via the Web, CABS/Billing Output Specifications (CABS/BOS) format in an Extended Binary Coded Decimal Interchange Code (EBCDIC) file (for unbundled Loop type products only), American Standard Code (ASCII) files, or ASCII via the Web. If CLEC selects an EDI format, Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC. The billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the bill. At CLEC's option, Qwest will provide an electronic version of the output from CRIS, known as BillMate®, to CLEC. BillMate® files are created in ASCII or EDI format, at the CLEC's option. BillMate® is available, at CLEC's option, via EDI and the Internet. Other requirements for BillMate® in the ASCII format will be set forth in a Customer guide posted on Qwest's wholesale web site and are applicable to the extent that they do not conflict with the terms of this Agreement. The functionality of BillMate® in the ASCII format will be comparable to or greater than the functionality for BillMate® in the ASCII format reflected in the Qwest BillMate® Customer Guide that is posted on Qwest's wholesale web site as of the date of execution of this Agreement. When BillMate® is used for Billing, Qwest will also provide to CLEC a paper account summary that provides the following information not provided in BillMate® (unless and until this information is provided through BillMate®): balance forward, certain adjustments, payments posted, current charges, and total amount due.

21.3.2.2 Carrier Access Billing System Billing: The Interexchange Access Billing System ("IABS") bill represents a monthly summary of charges. This bill includes monthly and one-time charges, adjustments, and a summary of any usage charges. These bills are segmented by product, LATA or end office, BAN and bill cycle. Qwest will use the CABS/BOS format and technology for the transmission of bills for products and services billed out of IABS. For IABS output, CLEC may choose to receive bills in the following formats: paper, Bill Data Tape (BDT), internet (Web), Network Data Mover (NDM) in BDT format, or abbreviated paper bill. If both Parties agree in writing, CABS formatted bills may be provided on paper. If CABS guidelines do not exist, the Parties will bill one another using a paper medium that adheres to the other requirements of this Section 21 that do not relate to the bill format. As of the Effective Date, CLEC is not required to provide CABS Billing for Interconnection facilities ordered by Qwest. Electronically transmitted CABS formatted bills are available from Qwest for UNEs and Interconnection facilities and services except for non-recurring charges for Collocation which are not billed in a CABS format but rather in a non-CABS paper format. CABS format is not available for Qwest Resale services except for Frame Relay, which is billed in CABS format. ASCII and EDI formats are available for product offerings billed out of Qwest's CRIS system. All CABS formatted Connectivity Bills shall be in accordance with CABS guidelines and the requirements of this Section 21. The Billing Party shall document any differences from the industry guidelines, however, the billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the CABS bill. If the Parties cannot agree on the elimination of such differences, either Party may pursue the resolution of the dispute through the Dispute resolution process as set forth in Section 5.18. Qwest shall follow industry guidelines for CABS-BOS version implementation.

21.3.2.3 Local Exchange Carrier Invoice System Billing: For Local Exchange Carrier Invoice System (LEXCIS) output, CLEC may choose to receive bills in the following formats: (1) paper, or (2) automated invoice with pay stub via Email.

21.3.2.4 Billing and Receivable Tracking Billing: For Billing and Receivable Tracking (BART) output, bills are provided only on paper. Collocation NRCs, which are billed using BART, shall be given a unique BAN and invoice number per Collocation installation or Augment. Connectivity Charges for existing products and services not billed via BART under this Agreement as of its Effective Date will not be converted to BART billing.

21.4 Bill Processing

21.4.1 For electronic bills, Qwest will: (i) process bill data and Customer Service Records ("CSRs") on the same date; (ii) perform all standard CABS BOS or CRIS edits on the UNE bills; (iii) populate activity date with the date of the activity associated with the charges (except for CABS bills, until this functionality is available in CABS); (iv) populate the adjustment thru date with the date through which the adjustment applies; (v) populate adjustment from the date with the date from which the adjustment applies; (vi) populate an audit number with the reference number provided by CLEC, which reference number is included in the transaction; (vii) populate recurring/non-recurring charge indicator with a value of "1" for CABS or "F" for ASCII bills for monthly recurring charges and a value of "2" for CABS or "N" for ASCII bills for non-recurring charges; (viii) populate service established dates with the date on which service was established (except for CABS bills, until this functionality is available in CABS); (ix) separate taxes and surcharges and populate on the appropriate records; and (x) use descriptive local use phrase codes for UNE charges and adjustments.

21.4.2 In those instances where paper bills are issued pursuant to Section 21.3, both Parties agree to accept, process and pay as set forth in Sections 5.4 and 21.8, any and all such paper bill invoices submitted by the other Party that are not in the industry standard formats. PDF (or equivalent of PDF) files that contain accurate paper bill images are considered to be equivalent to

paper bills. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement. If the Parties cannot agree on a fee or the reason why an additional copy is needed, Qwest shall provide the additional bill copy and then either Party may pursue Dispute resolution procedures pursuant to Section 5.18 to resolve the dispute.

21.4.3 In those instances where bills are electronically transmitted, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements, and mutually agree on reasonable specifications and edit requirements to be followed. CLEC and Qwest shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet the mutually agreed specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) Days from the date that the resubmitted transmission is received in an electronic form (regardless of the receipt of the paper bill) that can be processed and that meets the specifications set forth in this Agreement.

21.4.4 Qwest agrees that, if it transmits data to CLEC in a mechanized format, Qwest will also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- (a) The BAN shall not contain embedded spaces or low values.
- (b) The Bill Date shall not contain spaces or non-numeric values.
- (c) Each Connectivity Bill must contain at least one detail record.
- (d) Any "From" Date should be equal to or less than the associated "Through" Date and neither date can contain spaces. The condition of "From" date being equal to "Through" Date is appropriate only when the incurred time frame for an expense / credit is the same calendar date.
- (e) The Invoice Number must not have embedded spaces or low values.

21.5 Bill Media Testing Requirements

21.5.1 At least thirty (30) Days prior to Qwest sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 Days prior to changing mechanized formats (e.g., from SECAB to CABS), Qwest shall send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Agreement. Qwest shall also provide to CLEC, located at an address provided by CLEC, Qwest's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) Days prior to testing or a change in the Qwest's originating or state level company code. CLEC will notify Qwest within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet mutually agreed testing specifications. Qwest shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. Qwest shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If Qwest meets mutually agreed testing specifications, Qwest may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) Days, whichever is later.

21.6 Backbilling: Qwest may send bills to CLEC or CLEC may send bills to Qwest, containing Connectivity Charges found to be unbilled or underbilled ("Backbill(s)" or "Backbilling"), as follows:

21.6.1 Except as provided in Section 21.6.5 below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the Billing Party may submit a Backbill to the billed Party for Charges Incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date. Information to be contained on the bill when Backbilling occurs is described in Section 21.9. For the purposes of this Section 21.6.1, "Charges Incurred" shall mean: (i) for services charged on a usage-sensitive basis, upon the date on which the usage occurred and was recorded or should have been recorded, and (ii) for all other services, upon the date on which such service or billable activity occurred; or

21.6.2 For failure to bill or underbilling where data exchange with third party Carriers is required, the Billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date; or

21.6.3 Where Qwest or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, Qwest may submit to CLEC, or CLEC may submit to Qwest, up to one hundred twenty (120) Days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or Tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by Qwest, as a result of, and since the applicable Governmental Requirement Date, unless the regulatory agency, arbitrator, court, or legislature orders otherwise.

21.6.4 Qwest and CLEC will exert commercially reasonable efforts not to send Backbills from their Billing systems outside the time periods defined in Section 21.6.1 through 21.6.3, above. In any event, except as provided in Section 21.6.5 below, neither CLEC nor Qwest will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 21.6.1 through Section 21.6.3.

21.6.5 The Billing Party may send Backbills outside of the time periods defined in Section 21.6.1 through Section 21.6.3, but otherwise subject to the limitations in this Agreement applicable to Billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the Billing Party, the Parties may agree upon other time periods for Backbilling.

21.6.6 Notwithstanding the foregoing, Qwest will not process, or charge CLEC for, Maintenance and Repair charges that Qwest does not post by the second Bill Date after the Maintenance and Repair occurred.

21.7 Measurement of Connectivity Charges

21.7.1 Qwest shall bill CLEC for each Unbundled Network Element, UNE Combination, resold service or other product or service included in this Agreement supplied by Qwest to CLEC pursuant to this Agreement based on the actual Connectivity Charges incurred. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment. For switched access calls originating from a UNE Switch Carrier elapsed time will be used instead of conversation time. The total conversation and elapsed second per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute. For resale services provided under this Agreement, the total conversation time shall be measured and rounded in accordance with Qwest's Tariff and billed at the discounted rate called for in this Agreement.

21.8 Billing Questions, Escalations and Disputes

21.8.1 Each Party shall provide the other Party, at no additional charge, contact billing representative(s) for resolving any Billing and payment questions or problems under this Agreement.

21.8.2 If the billing representative(s) is unable to resolve the problem or provide the requested information to the Party's satisfaction, the Party may escalate through each level of the other Party's billing management organization. A Party may initiate an escalation for any issue, at any time, and at any escalation point. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for resolution of the dispute.

21.8.3 Disputed amounts may be withheld subject to the provisions of this Section 21.8. At a minimum, CLEC and Qwest shall pay all undisputed amounts due for Connectivity Charges, as set forth in Section 5.4.

21.8.4 To dispute Connectivity Charges, a Party will follow the procedures in this Section:

21.8.4.1 Initiation of Dispute. Should CLEC or Qwest dispute, in good faith, any portion of the Connectivity Charges under this Agreement, the Parties will notify each other, in writing (which may include Email, if the Parties exchange Email addresses for this purpose), within fifteen (15) Days following the payment Due Date identifying the amount of, and reason and rationale for, such dispute. Where the format or lack of mechanization of bills makes it impracticable for a Party to dispute bill amounts by WTN or Circuit ID, a dispute based on summary records shall be acceptable.

21.8.4.2 Acknowledgement of Dispute. The Party receiving notice of a dispute will provide acknowledgement of the dispute to the disputing Party within two Business Days of receipt of the notice of dispute. The acknowledgement will contain information identifying the dispute.

21.8.4.3 Investigation and Resolution of Dispute. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve the dispute through informal means prior to initiating any other rights or remedies. In addition, where a dispute is based on summary records, the billing Party shall determine by WTN all the cases where discrepancies identified on a summary basis exist. If the Parties have not resolved the dispute within thirty (30) Days of receipt of the notice of dispute, the billing Party will provide the disputing Party with a written status update. If at any point the billing Party concludes that it will deny the dispute, the billing Party will provide to the disputing Party a written statement of the denial and the reasons and rationale for the denial. Qwest personnel involved in billing and disputes shall have access to all Billing data that Qwest provides to CLEC, in the format provided to CLEC (such as BillMate®), to facilitate communication about Billing matters. In the event of a Billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) Days of written notice of the dispute.

21.8.4.4 If the issues are not resolved within the allotted time frame, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the Persons with direct responsibility for administration of this Agreement (Designated Representative). The Designated Representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Designated Representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.8.4.5 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) Days after the Parties' appointment of Designated Representatives, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

21.8.5 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges in the amount set forth in Section 5.4.8 ("Late Payment Charges"). If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

21.8.6 If a Party pays the charge disputed at the time of payment or at any time thereafter pursuant to Section 21.8.7, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after resolution of the dispute, credit the disputing Party's invoice that contained the disputed charges for the disputed amount and any associated interest, except as described below. If the disputed amount, including interest, is greater than the undisputed past due balance on the invoice that contained the disputed charges, and the disputing Party has undisputed past due balances on other invoices, the Billing Party shall apply the credit to another invoice with an undisputed past due balance and provide to the disputing Party a notice that identifies the invoice credited, in addition to the information described in Section 21.9.2. When the dispute is resolved in favor of the disputing Party, if the disputing Party has no undisputed past due balances, or if the credit, including interest, is greater than all undisputed past due balances, the Billing Party shall pay the disputed amount (less any undisputed past due balances) and any associated interest to the disputing Party by wire transfer. The interest calculated on the disputed amounts will be the same rate as Late Payment Charges. In no event, however, shall any Late Payment Charges be assessed on any previously assessed Late Payment Charges.

21.8.7 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 21.8.4.1, the Party may dispute the bill at a later time through an informal process, through the process otherwise set forth in Sections 21.8.3 and 21.8.4, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute resolution provision in Section 5.18 of this Agreement, or pursuant to applicable state statutes or Commission rules.

21.9 Bill Adjustments

21.9.1 Subject to the terms of this Agreement, Qwest will reimburse CLEC for incorrect Connectivity Charges or overcharges; products or services interrupted or ordered or requested but not delivered; Resold Services, UNEs, or UNE Combinations of poor quality; and installation problems if caused by Qwest. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill.

21.9.2 When Qwest processes an adjustment or Backbilling, Qwest shall provide at least the following information: (a) amount of adjustment or Backbilling by USOC; (b) applicable Bill Dates for the bill(s) being disputed (as well as the Bill Date for the bill on which the adjustment appears); (c) USOC description or, if none, reason code or description; (d) WTN or Circuit ID, whichever is applicable; (e) for Maintenance and Repair charges, date on which the charge was incurred for charge being adjusted; (f) audit reference number when provided by CLEC; and (g) additional information reasonably necessary to identify the charge being adjusted. Each adjustment or Backbilling will be separately identified. Qwest may, however, combine adjustments or Backbilling

for multiple disputes or USOCs when they are related, if Qwest provides sufficient additional information to CLEC from which CLEC can relate the adjustments to the CLEC's individual disputes.

21.10 Information Service Provider (976) Charges

Qwest does not now and will not during the term of this Agreement offer or bill 976 services in the state of Oregon. If 976 service is provided by another Carrier in Oregon, nothing in this Agreement obligates either Party to bill and collect any Information Service provider (976) charges from their respective End User Customers.

21.11 Alternatively Billed Calls

21.11.1 "Alternatively Billed Calls" are calls that are billed as collect calls or billed to a third number. CLEC shall place the appropriate block (or order such block from Qwest) on each of its End User Customer lines to prevent all collect and third party calls. If such blocks are not on End User Customer lines, CLEC shall be responsible for the calls at retail rates minus the wholesale discounts. When a block is in place on a line and such Alternatively Billed Calls occur, the originating Party is responsible for Billing the appropriate Carrier or End User Customer. If such charges appear on a Party's bill, the billed Party is not responsible for payment of such charges by the End User Customer or to the other Party.

21.11.2 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - If the blocks described in Section 21.11.1 are not on End User Customer's lines, Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever such blocks are not on the lines and the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

21.12 UNE, UNE Combination, or Resold Service

21.12.1 CLEC shall be responsible for providing billing information to its End User Customers.

21.12.2 Qwest shall recognize CLEC as the Customer of record for all UNEs, UNE Combinations, or resold service and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of Section 21.14.1.1.

21.12.3 CLEC shall not be liable for any records packaging and transmission charges associated with call information not furnished by Qwest to CLEC (i) within thirty (30) Days after the date such usage was incurred, if recorded on a Qwest Switch, or (ii) within one hundred twenty (120) Days after the date such usage was incurred and recorded, if recorded on the Switch of a Carrier other than Qwest. In addition, CLEC shall not be liable for any Connectivity Charges which cannot be reconciled with call information received by CLEC from Qwest.

21.13 Qwest Toll Service

21.13.1 If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, the line will carry a 0432 PIC/LPIC and Qwest must establish its own Billing relationship with such End User Customers. Qwest may not bill CLEC, and CLEC shall have no obligation to pay Qwest, for toll service Qwest provides to CLEC's local End User Customer's when the line carries a 0432 PIC/LPIC. In addition, CLEC shall have no obligation to bill CLEC local service End User Customer's for toll service provided by Qwest. If a Qwest PIC/LPIC other than 0432 and 5123 is used, it shall be treated the same as the 0432 PIC/LPIC. When the line carries a 5123 LPIC, Qwest will treat toll usage as resold. Qwest will bill CLEC for the toll at retail rates minus the

wholesale discount listed in Exhibit A. Qwest will also pass to CLEC a Category 10 ODUF record for such 5123 toll usage so that CLEC may bill its End User Customer. If at any time Qwest introduces a new PIC/LPIC code for its toll, Qwest shall notify CLEC of the new PIC and whether toll generated with that PIC will be treated as resold toll or as Qwest-billed toll. Any conversions required as a result of the new PIC will be Qwest's responsibility. Qwest will work with CLEC to convert CLEC's End User Customers on the 5123 PIC/LPIC to a different Qwest PIC/LPIC if CLEC desires. A special coded "language" has been developed within the Carrier industry so communication of subscription activity between the Carriers and Local Operating Companies could be standardized and universal. The overall language is generally referred to as Customer Account Record Exchange (CARE) and is broken down into numeric codes to send subscription transactions back and forth. The Parties may elect to use such CARE processes. CLEC currently uses a CARE process. If a Party elects not to use or continue to use such a CARE process, the Party also has the option of not offering such toll service, unless required to do so by law. If a Party elects not to offer such toll service, that Party is responsible for contacting its End User Customers and arranging for transfer of their service.

21.14 Recording and Exchange of Call Detail and Usage Records

21.14.1 Daily Usage Files (DUF)

21.14.1.1 Qwest agrees to record call information in accordance with this Section. To the extent Technically Feasible, for resale, UNEs and UNE Combinations, Qwest shall record all call detail information associated with every call originated or terminated to the other Party's local exchange End User Customer, with the exception of terminating local calls and local calls originating from resold lines for which CLEC purchases flat rated local service, unless such originating or terminating local calls are billable to CLEC. Qwest shall provide these records to CLEC, and these records shall be formatted pursuant to OBF's EMI standards and the terms and conditions of this Agreement. Qwest agrees that it will retain, at its sole expense, copies of all EMI records transmitted to CLEC for at least one hundred and eighty (180) Days after transmission to the other Party. Switched Access records are not available on resale.

21.14.1.2 CLEC agrees to record call information in accordance with this Section. Unless Qwest notifies CLEC in writing that CLEC may discontinue doing so, CLEC shall provide to Qwest access records. The access records provide Qwest with usage by CLEC end office of originating switched access usage. These records are in industry standard Category 11 Exchange Message Interface (EMI) format. Category 1101 series records are used to exchange detail Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records. The CLEC may charge Qwest for these records in accordance with Exhibit A.

21.14.1.3 Daily Usage File(s) (DUF) provide the accumulated set of usage records or call information (call detail) for a given day as captured or recorded by the network Switches.

21.14.1.4 CLEC may choose to receive DUF in the following media types: File Transfer Protocol (FTP) (direct only, dedicated circuit), Network Data Mover (NDM) (dedicated circuit or dial-in), or Web access. CLEC specifies the media type and method of receiving the DUF on the Customer Questionnaire, if they have not been previously provided, as set forth in Section 3.2.2.

21.14.1.5 The DUF may include unrated usage records; for alternately billed calls, rated usage records; and if applicable, access records.

21.14.1.6 Qwest shall provide DUF to CLEC in OBF Exchange Message Interface (EMI) format. This EMI format is outlined in the document SR-320, which can be obtained directly from Alliance for Telecommunication Industry Solution (ATIS). Recorded call information will conform to EMI guidelines for each applicable recorded usage record and record type. Applicable usage records are dependent on the class of service for each account. For example, a measured class of service includes all local usage records, but a flat class of service does not include local usage.

21.14.1.7 Qwest processes recorded usage records daily. Qwest shall check recent service order activity prior to sending records to the DUF to ensure usage is processed correctly. Unless CLEC indicates otherwise, Qwest shall transmit separate DUF to CLEC daily, Monday through Friday, excluding Qwest holidays. CLEC also has the option of receiving the DUF on a weekly or monthly basis. If there is no usage recorded on a particular day, CLEC will not receive a file or any notice from Qwest that usage was not recorded, and Qwest will not transmit a file. If there was usage but Qwest did not transmit the usage to CLEC, Section 21.14.4 shall apply.

21.14.1.8 All access and non-access records shall be provided in files containing packs of data with no more than the number of records per pack provided by applicable industry standards. In addition, Qwest shall send no more than 99 packs per Regional Accounting Office (RAO) per file. In the event that the number of packs approaches 95 per RAO, Qwest agrees to negotiate the increase of the number of records per pack within a reasonable period of time after receiving written notice from CLEC.

21.14.1.9 The Daily Usage Record File contains multi-state data for the data processing center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself.

21.14.1.10 The DUF will be provided for Resale. The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

21.14.1.11 Each Party shall provide timely written notification to the other Party if records are not sent according to this Section 21.14. The Party which should have sent the records will provide the other Party with a summary of the type of records that it is re-sending or that will be sent for the first time outside of the process described in this Agreement, identifying the date and manner in which the records will be sent. The Party will send the summary of the number and type of such records on the same day, or within one business day, of sending such records. The Party which was to have sent the records will provide regular status updates to the other Party regarding the record retrieval process.

21.14.1.12 At CLEC's request, Qwest shall separate the usage records and call information between Other Daily Usage Files (ODUF) and Access Daily Usage Files (ADUF).

21.14.1.12.1 Other Daily Usage Files (ODUF)

21.14.1.12.1.1 Some types of calls generate records that are billable to CLEC End User Customers. These records shall be included in Qwest's ODUF.

21.14.1.12.1.2 Once CLEC becomes the provider of record on a line, Qwest will report to CLEC, via the ODUF, all applicable billable usage. Examples of some recorded billable usage records CLEC will receive on the ODUF are Directory Assistance (DA), Directory Assistance Complete A Call (DACC), Busy Line Verify (BLV), Busy Line Interrupt (BLI), Local Measured Service (LMS), usage sensitive

CLASS(tm) features, and Qwest provided intraLATA toll. Qwest will not report to CLEC, via the ODUF, non-billable records. Examples of some non-billable records include uncompleted calls, 911 calls, reciprocal compensation records, records that are more than ninety (90) Days old, and study records.

21.14.1.12.1.3 If CLEC establishes as a Reseller only, Qwest will only provide recorded usage records on the ODUF. A single ODUF file will be created per CRIS region (Central, Eastern or Western). The recorded usage records within each ODUF file are sorted internally by the originating number's, or for alternatively billed calls, the billing number's, Regional Account Office (RAO), creating multiple "packs" of recorded usage records in each ODUF. For example, all recorded usage records in RAO 153 are packed together with a header/trailer while all recorded usage records in RAO 062 are packed together with a different header/trailer, but both of these "packs" appear in the single ODUF file.

21.14.1.12.1.4 ODUF records shall be in industry standard Exchange Message Interface (EMI) Category 01 (rated) and 10 (unrated) formats. Category 01 and 10 records provide mechanized record formats that can be used to exchange local and originating usage information between Qwest and CLEC. Category 010101, 010104, 010105, 010116, 010118, 010119, 010125, 010131, 010132, 010135, 010137, 100101, 100116, 100118, 100119, 100131, 100132, and 100137 are common EMI record types that are used to exchange detailed local and intraLATA toll usage information.

21.14.1.12.2 Access Daily Usage File (ADUF)

21.14.1.12.2.1 Switched Access Service calls that are either originated or terminated by CLEC End User Customers create records that are billable to the Interexchange Carrier (IXC) that provides the long distance (intraLATA and interLATA) service and shall be included in Qwest's ADUF. ADUF records are those that CLEC can use to bill IXCs for Switched Access Services.

21.14.1.12.2.2 If CLEC is established as a UNE provider, Qwest will provide to CLEC originating and terminating switched access records in the ADUF. All switched access records shall be packed into a single file per CRIS region.

21.14.1.12.2.3 ADUF records will be in industry standard Exchange Message Interface (EMI) Category 11 format. Category 11 records provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 110101, 110201, 110105, and 110125 are common EMI record types that are used to exchange detailed access usage information.

21.14.2 Meet Point Billing

21.14.2.1 "Meet Point" and "Meet Point Billing" or "MPB" are defined in Section 4 of this Agreement.

21.14.2.2 As detailed in the MECAB or SECAB guidelines, Qwest and CLEC will, in a timely fashion, exchange all information necessary to accurately, reliably, and promptly bill Access Service Customers for Switched Access Services traffic jointly handled by Qwest and CLEC via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

21.14.2.3 Qwest and CLEC will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent Billing Company, will provide the end office Party, as the initial Billing Company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within ten (10) Days of the actual usage date. The IBC will perform its responsibilities, as defined by MECAB or SECAB, and provide usage data (EMI Category 11-01) within ten (10) Days of the actual usage date.

21.14.2.4 Qwest and CLEC shall work cooperatively to coordinate rendering of Meet Point bills to Access Service Customers and shall reciprocally provide each other usage data and related information. Billing to Access Service Customers for the Switched Access Services jointly provided by Qwest and CLEC via the MPB arrangement shall be according to the multiple bill/multiple Tariff method as described in the MECAB or SECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at applicable rates as specified by each Party.

21.14.2.5 Should either Party desire to change the Billing/Tariff method, Qwest and CLEC may mutually agree to implement one of the following options for Billing to third parties for the Switched Access Services jointly provided by Qwest and CLEC via the MPB arrangement: single bill/single Tariff method; single bill/multiple Tariff method; or continue the multiple bill/multiple Tariff method. Should either Party prefer to change among these Billing methods, that Party shall notify the other Party in writing of such a request ninety (90) Business Days in advance of the date on which such change is desired to be implemented. If the Parties mutually agree to the change(s), such changes will be made in accordance with MECAB or SECAB guidelines.

21.14.2.6 If MPB data is not processed and delivered by either Qwest or CLEC and sent to the other Party within fifteen (15) Days of the relevant recording period and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

21.14.2.7 If MPB data is not submitted within fifteen (15) Days of the relevant recording period or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in Billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times a monthly rate that shall not exceed the Late Payment Charge set forth in Section 5.4.8, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

21.14.2.8 Errors in MPB data exchange by the Parties may be discovered by CLEC, Qwest or the billable IXC. Both CLEC and Qwest agree to provide the other Party with notification of any discovered errors within two (2) Business days of the discovery. The other Party shall correct the error within eight (8) Business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 21.14.4 of this Agreement and compensate the other for the lost MPB Billing data.

21.14.3 Carrier Identification Codes

21.14.3.1 Upon either Party's request, a Party will provide valid lists and ongoing updates of all Carrier Identification Codes ("CIC") and associated Billing information for each Party's tandem to ensure accurate Billing in accordance with guidelines adopted by and contained in the OBF's MECAB, SECAB or MECOD documents (whichever is applicable).

21.14.3.2 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party for which a CIC code is applicable.

21.14.3.2.1 When Qwest does not make available EMI records, Qwest will provide CLEC with toll usage traffic information sufficient to allow CLEC to bill Qwest for such usage. Qwest will provide this information to CLEC via a report, currently known as the Toll Usage Tracking (TUT) report, which includes the ILEC additive (for Independent Local Exchange Carrier traffic where Qwest is an IntraLATA toll Carrier) to the Qwest minutes.

21.14.4 Lost or Undelivered Data

21.14.4.1 CLEC recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by Qwest shall, upon CLEC request, be recovered by Qwest at no charge to CLEC. In the event the data cannot be recovered by Qwest, Qwest shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Qwest and CLEC in writing.

21.14.4.1.1 This estimate shall be used to adjust amounts CLEC owes Qwest for Category 11 or DUF record charges in Exhibit A for the records associated with the lost or undelivered data.

21.14.4.1.2 When Qwest is unable to deliver such usage to CLEC for all usage (missing records) or the usage date on messages delivered is more than ninety (90) days old (stale records), this estimate shall also be used to determine the amount Qwest owes CLEC for the usage charges that would have applied to those records when CLEC billed IXC(s). For usage that is charged on a per minute basis, such usage charges shall be computed by taking the aggregate minutes of the stale records, or an estimate of usage of missing minutes, and multiplying those minutes by the rates in the CLEC Tariff, using a fifty percent (50%) interstate use (PIU) factor, unless the Parties agree otherwise. For usage that is charged on a per message (not per minute) basis, revenue owed to CLEC shall be calculated by multiplying the number of messages by the rate in the CLEC Tariff. If there is no CLEC Tariff rate, a mutually agreed upon rate will apply.

21.14.4.1.2.1 For certain usage, Qwest bills CLEC rates pursuant to Exhibit A (e.g., directory assistance). In these instances, if Qwest has both not billed CLEC such charges and such usage is lost or undelivered, Qwest may subtract such charges from the total amount owed to CLEC pursuant to Section 21.14.4.1.2. If Qwest subtracts charges pursuant to this Section, Qwest shall provide to CLEC an itemized list of each element(s) and rate(s) for the charges subtracted.

21.14.4.2 Partial Loss - Qwest shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then

determined by subtracting the data actually recorded for such day from the estimated total for such day.

21.14.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

21.14.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Qwest shall secure message/minute counts for the five (5) corresponding business days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

21.14.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, Qwest shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

21.14.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), Qwest shall use volumes from the two (2) preceding Sundays.

21.14.4.7 If the loss occurs on Mother's Day or Christmas, Qwest shall use volumes from that day in the preceding year multiplied by a growth rate mutually agreed upon by the Parties.

21.14.4.8 CLEC may also request data be provided that has previously been successfully provided by Qwest to CLEC. Qwest shall re-provide such data, if available, at a charge mutually agreed to by the Parties.

21.14.4.9 When CLEC has lost data that Qwest is entitled to under the terms of this Agreement, the above terms and conditions apply equally to CLEC.

21.14.5 Recording and Data Exchange Questions, Escalations, and Disputes

21.14.5.1 Each Party shall provide the other Party, at no additional charge, a recording and usage representative(s) for resolving any recording and data exchange questions or problems under this Agreement.

21.14.5.2 The procedures and timeframes for initiating, acknowledging, escalating, and resolving Billing disputes set forth in Section 21.8 apply equally to disputes regarding call recording and exchange of record information. Nothing in Section 21.8 or this Section shall prevent a Party from seeking expedited resolution of an issue through escalation or Dispute resolution as needed.

Section 22.0 - PRICING

22.1 General Principles

OPEN - Eschelon proposed - Qwest does not agree (Issue 22-88)

22.1.1 The rates in Exhibit A apply to the services provided ~~by Qwest to CLEC~~ pursuant to this Agreement.

22.1.2 If Qwest offers discounts or other promotional terms to other CLECs pursuant to Sections 251(c) and 252 of the Act, such terms shall be made available to CLEC. Qwest will inform CLEC and/or the Commission when Qwest provides such terms to another CLEC. Regarding promotional offerings for Resale, see Section 6.2.2.1.

22.1.3 Reciprocal Charges: See Section 7.3 regarding bill and keep for reciprocal compensation. To the extent that CLEC provides services to Qwest, other than bill and keep for reciprocal compensation, or services provided pursuant to this Agreement at the rate in Exhibit A, CLEC may apply its tariffed rates as provided in Section 22.1.3.1.

22.1.3.1 The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement. To the extent applicable, the rates in Exhibit A also apply to the services provided by CLEC to Qwest pursuant to this Agreement.

22.2 Time and Materials – Calculation of Charges

22.2.1 If CLEC requests or approves that a Qwest technician perform special installation, maintenance, conversion, testing, escort or similar services, for which there is an hourly charge under this Agreement, CLEC will pay the labor rates for such services as specified in Exhibit A, including requests for installation or conversion outside of normal business hours for the product or service requested. Normal business hours for products and services are identified in this Agreement. If CLEC requests that Qwest perform work outside of the normal business hours for the product or service requested, CLEC will be obligated to pay appropriate overtime or premium rates for that work. If CLEC requests that work be performed during the normal business hours for the product or service requested and CLEC is prepared for Qwest to perform the work during the normal business hours, CLEC will not be subject to overtime or premium rates if Qwest determines that the work is required to be performed outside of the normal business hours for the product or service requested.

22.2.1.1 Regarding joint repair appointments, see Section 9.2.5.2.1 and Section 6.6.4.1.

22.2.2 Qwest will manage and apply such charges in a non-discriminatory manner that is equivalent to Qwest's internal management and assignment of these costs. Basic charges apply when the Qwest technician performs work during normal business hours for the product or service requested. Overtime charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the Qwest technician to perform work on a business day, but outside normal business hours for the product or service requested, or on a Saturday. Premium charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the Qwest technician to perform work on either a Sunday or Qwest recognized holiday.

22.3 Changes in Retail Service Rates

Qwest will provide a notice via the CMP email distribution list of all Tariff filings on the date filed or in compliance with Commission rules, whichever is earlier, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the

subject matter of the Tariff as well as the effective date. If retail rates change after the Effective Date of this Agreement, the applicable discount shall be applied to the changed retail rate from the effective date of the rate change(s).

22.4 Interim Rates

22.4.1 The parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the Commission shall be considered interim and subject to the following provisions.

OPEN – Eschelon proposed modifications – Qwest does not agree

22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates (“Interim Rates”) by the Parties, applicable only as described in Section 22.6 until changed by agreement of the Parties or by order of the Commission.

OPEN – Eschelon proposed modifications (part of Eschelon’s proposal #2 for Section 2.2) (Issue 2-4)

22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.

OPEN – Eschelon proposed; Qwest does not agree; Qwest counter below (Issue 22-89)

22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.

OPEN – Qwest proposed counter; Eschelon does not agree

22.4.1.3 Intentionally Left Blank

22.5 ICB Pricing

If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which Qwest would otherwise charge an ICB rate, Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service for review by the Commission within 60 Days of offering the rate to CLEC. At the same time, Qwest may also file a written substantiation of the need for ICB pricing for any subsequent requests for the product or service. CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. The Qwest proposed rate shall be an Interim Rate under this Agreement. ICB pricing shall apply to all subsequent requests for the product or service if the Commission so determines.

OPEN – Eschelon proposed modification; Qwest does not agree and proposes deletion -(Issue 22-90)

22.6 Unapproved Rates

22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate (in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.

22.6.1.1 If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and Qwest does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision the products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.

Section 23.0 - NETWORK STANDARDS

23.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

23.2 The Parties recognize that equipment vendors may manufacture Telecommunications Equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

23.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

23.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

23.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks
Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

23.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber
Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic
Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber
Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System

and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

23.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

23.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

23.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

Section 24.0 - COMMINGLING

24.1 General Terms

24.1.1 Availability

24.1.1.1 Except as provided herein, and notwithstanding anything to the contrary in the definition of Commingling in Section 4 of this Agreement, Qwest shall permit CLEC to Commingle a UNE or Combination of UNEs with other wholesale facilities and services obtained from Qwest pursuant to any method other than unbundling under section 251(c)(3) of the Act, including any services offered for resale.

24.1.1.2 Resale. Except as provided herein, to the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Services are available for Commingling under the terms and conditions of this Agreement and/or the terms and conditions of Qwest's applicable product Tariffs, price lists, or other Telecommunications Services offerings.

24.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and special Access Services offered pursuant to Tariff), and upon request, Qwest shall perform the necessary functions to provision such Commingling. For Commingled services, CLEC will be required to provide the Connecting Facility Assignment (CFA) as provided in Section 9.23.6.1.4. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination is connected to, attached to, linked to, or combined with, a facility or service obtained from Qwest, or shares part of Qwest's network with Access Services or inputs for mobile wireless services and/or interexchange services. All requests for Commingling will be subject to the terms and conditions in this Section.

24.1.2.1 The UNE component(s) of any Commingled arrangement is governed by the applicable terms of this Agreement. The other component(s) of any Commingled arrangement is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g., Qwest's applicable Tariffs, price lists, catalogs, or commercial agreements). Performance measurements and/or remedies under this Agreement apply only to the UNE component(s) of any Commingled arrangement. Qwest is not relieved from those measurements and remedies by virtue of the fact that the UNE is part of a Commingled arrangement.

OPEN – Qwest proposed – Eschelon does not agree (Issue 24-92)

24.1.2.2 When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. Entrance Facilities and Mid-Span Meet POI are not available for Commingling. See Sections 7.1.2.1 and 7.1.2.5

24.2 Ratcheting Not Required

24.2.1 To the extent that CLEC requests Qwest, pursuant to this Section, to Commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained

at wholesale from Qwest, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as Ratcheting. Such Commingling will not affect the prices of UNEs or UNE Combinations involved. CLEC shall be assessed the Tariffed rate, or resale rate, or the rate from other Qwest wholesale service offerings, (including ICB offerings) as appropriate, for the non-UNE service. Although Ratcheting is not required, Qwest shall not deny access to a UNE on the ground that the UNE or UNE Combination shares part of Qwest's network with Access Services or inputs for mobile wireless services and/or interexchange services. Qwest shall not refuse to Commingle a UNE with special access or other wholesale services because Qwest multiplexes traffic for multiple Customers onto one facility within its own network.

24.2.1.1 A multiplexed facility will be ordered and billed at the rate in Exhibit A if all circuits entering the multiplexer are UNEs or the UNE Combination terminates at a Collocation, as described in Section 9.23. In all other situations when CLEC orders multiplexing with a UNE (e.g., CLEC orders a UNE Loop in combination with Qwest special access transport), the multiplexed facility will be ordered and billed pursuant to the applicable Tariff.

24.3 Commingled EELs

24.3.1 See Section 9.23.4.1 regarding Service Eligibility Criteria for High Capacity EELs, including Commingled EELs.

OPEN - Eschelon proposed - Qwest does not agree (Issue 9-58 (e))

24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled EELs.

OPEN - Qwest proposed – Eschelon does not agree

24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.

OPEN – Qwest proposed – Eschelon does not agree - Eschelon proposes placement in Section 9.23.9 – See Section 9.23.9 (Issue 9-61 (a))

24.4 Loop-Mux Combination (LMC)

24.4.1 Description

OPEN - Eschelon proposed – Qwest does not agree

24.4.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) ~~combined~~ ~~Commingled~~ with a ~~private line (PLT), or with a special access (SA),~~ ~~Tariffed~~ DS1 or DS3 multiplexed facility with no interoffice transport. The ~~PLT/SA~~ multiplexed facility is provided as ~~either~~ an Interconnection Tie Pair (ITP) ~~or Expanded Interconnection Termination (EICT)~~ from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

OPEN - Eschelon proposed – Qwest does not agree

24.4.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a ~~PLT/SA~~-DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

OPEN - Eschelon proposed – Qwest does not agree

24.4.1.3 Qwest offers the LMC ~~Loop~~ as a billing conversion or as new Provisioning.

24.4.2 Terms and Conditions

OPEN - Eschelon proposed – Qwest does not agree

24.4.2.1 An Extended Enhanced Loop (EEL) may be commingled with the ~~PLT/SA~~-multiplexed facility.

OPEN - Eschelon proposed – Qwest does not agree

24.4.2.2 LMC ~~Loops~~ will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.

OPEN - Eschelon proposed – Qwest does not agree

24.4.2.3 The ~~PLT/SA~~-DS1 or DS3 multiplexed facility must terminate in a Collocation.

OPEN - Eschelon proposed – Qwest does not agree

24.4.2.4 ~~Intentionally Left Blank. The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.~~

24.4.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

OPEN - Eschelon proposed – Qwest does not agree

24.4.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC-~~Loop~~, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC-~~Loop~~.

24.4.3 Rate Elements

24.4.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree

24.4.3.2 LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and non-recurring charges will apply.

24.4.3.3 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree

24.4.3.4 Nonrecurring charges for billing conversions to LMC ~~Loop~~ are set forth in Exhibit A.

OPEN - Eschelon proposed – Qwest does not agree

24.4.3.5 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC ~~Loop~~, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC ~~Loop~~.

24.4.3.6 Out of Hours Project Coordinated Installations For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

24.4.4 **Ordering Process**

Eschelon proposed – Qwest does not agree

24.4.4.1 Ordering processes for LMC ~~Loop~~ (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

OPEN - Eschelon proposed – Qwest does not agree

24.4.4.1.1 Step 1: Complete product questionnaire for LMC ~~Loop~~(s) with account team representative.

24.4.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

24.4.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

OPEN - Eschelon proposed – Qwest does not agree

24.4.4.1.4 Step 4: After account team notification, place LMC ~~Loop~~ orders via an LSR.

24.4.4.2 Intentionally Left Blank

OPEN - Eschelon proposed – Qwest does not agree

24.4.4.3 ~~Standard s~~Service intervals for LMC(s) ~~Loops~~ are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

OPEN - Eschelon proposed – Qwest does not agree

24.4.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC ~~Loops~~, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC ~~Loops~~, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

OPEN - Eschelon proposed – Qwest does not agree

24.4.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC ~~Loops~~ with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.

24.4.4.5.1 For Connectivity Billing, Recording, and Exchange of Information under this agreement, see Section 21.

24.4.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

24.4.5 Billing

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

24.4.6 Maintenance and Repair

OPEN - Eschelon proposed – Qwest does not agree

24.4.6.1 Qwest will maintain facilities and equipment for LMC ~~Loops~~ provided under this Agreement. ~~Qwest will maintain the multiplexed facility pursuant to the Tariff.~~ CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by

connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

Section 25.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

(CLEC)

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Eschelon proposed changes - blue font.

Qwest proposed changes - red font.

		EAS / Local Traffic Reciprocal Compensation Election		Notes			Description of Changes
New	Select Traffic Type	Options			Rec	NRC, per Mile	
		Recurring	Recurring, per Mile	Non-Recurring			
		Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
6.0	Resale						
6.1	Wholesale Discount Rates						
6.1.1	Basic Exchange Residential Line Service	17.00%		17.00%	B, 6		B, 6
6.1.2	Basic Exchange Business Line Service / PBX	17.00%		17.00%	B, 6		B, 6
6.1.3	IntraLATA Toll	17.00%		17.00%	B, 6		B, 6
6.1.4	Package / Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Services, ACS)	17.00%		17.00%	B, 6		B, 6
6.1.5	Listings, CO Features & Information Services	17.00%		17.00%	B, 6		B, 6
6.1.6	Private Line	17.00%		17.00%	B, 6		B, 6
6.1.7	Public Access Line (PAL) Service	17.00%		17.00%	B, 6		B, 6
6.1.8	Contract Service Arrangements	17.00%		17.00%	B, 6		B, 6
6.2	Customer Transfer Charge (CTC)						
6.2.1	CTC for POTS Service						
6.2.1.1	Residential / Business						
6.2.1.1.1	First Line						
6.2.1.1.1.1	Installation, Manual			\$17.09			12
6.2.1.1.1.2	Intentionally Left Blank						
6.2.1.1.1.3	Installation, Mechanized			\$0.71			12
6.2.1.1.2	Each Additional						
6.2.1.1.2.1	Installation, Manual			\$2.85			12
6.2.1.1.2.2	Intentionally Left Blank						
6.2.1.1.2.3	Installation, Mechanized			\$0.14			12
6.2.2	CTC for Private Line Transport Services						
6.2.2.1	First Circuit			\$35.33			12
6.2.2.2	Additional Circuit, per Circuit, same CSR			\$35.33			12
6.2.3	CTC for Advanced Communications Services, per Circuit			\$54.12			12

7.0 Interconnection							
7.1 Entrance Facilities							
7.1.1	Intentionally Left Blank						
7.1.2	DS1	\$0.00	\$0.00	+		+	
7.1.3	DS3	\$0.00	\$0.00	+		+	
7.2 LIS EICT							
7.2.1	Per DS1	\$0.00	\$0.00	+		+	
7.2.2	Per DS3	\$0.00	\$0.00	+		+	
7.3 Direct Trunked Transport							
7.3.1 DS0 (Recurring Fixed & per Mile)							
7.3.1.1	0 Miles	\$0.00	\$0.00	+		+	
7.3.1.2	Over 0 to 8 Miles	\$0.00	\$0.00	+		+	
7.3.1.3	Over 8 to 25 Miles	\$0.00	\$0.00	+		+	
7.3.1.4	Over 25 to 50 Miles	\$0.00	\$0.00	+		+	
7.3.1.5	Over 50 Miles	\$0.00	\$0.00	+		+	
7.3.2 DS1 (Recurring Fixed & per Mile)							
7.3.2.1	0 Miles	\$0.00	\$0.00	+		+	
7.3.2.2	Over 0 to 8 Miles	\$0.00	\$0.00	+		+	
7.3.2.3	Over 8 to 25 Miles	\$0.00	\$0.00	+		+	
7.3.2.4	Over 25 to 50 Miles	\$0.00	\$0.00	+		+	
7.3.2.5	Over 50 Miles	\$0.00	\$0.00	+		+	
7.3.3 DS3 (Recurring Fixed & per Mile)							
7.3.3.1	0 Miles	\$0.00	\$0.00	+		+	
7.3.3.2	Over 0 to 8 Miles	\$0.00	\$0.00	+		+	
7.3.3.3	Over 8 to 25 Miles	\$0.00	\$0.00	+		+	
7.3.3.4	Over 25 to 50 Miles	\$0.00	\$0.00	+		+	
7.3.3.5	Over 50 Miles	\$0.00	\$0.00	+		+	
7.4 Multiplexing							
7.4.1	DS1 to DS0	\$0.00		+			
7.4.1.1	DS1 to DS0 Manual		\$0.00				+, 13
7.4.1.2	DS1 to DS0 Mechanized		\$0.00				+
7.4.2	DS3 to DS1	\$0.00		E			
7.4.2.1	DS3 to DS1 Manual		\$0.00				+, 13
7.4.2.2	DS3 to DS1 Mechanized		\$0.00				+
7.5 Trunk Nonrecurring Charges							
7.5.1	DS0 Interface						
7.5.1.1	First Trunk						
7.5.1.1.1	Manual		\$0.00				+, 13
7.5.1.1.2	Mechanized		\$0.00				+
7.5.1.2	Each Additional Trunk						
7.5.1.2.1	Manual		\$0.00				+, 13

7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)	Qwest's Oregon Access Service Tariff	Qwest's Oregon Access Service Tariff					
7.9.3	Intentionally Left Blank							
7.9.4	Category 11 Mechanized Record Charge, per Record							
7.9.4.1	Mechanized Transit Records	\$0.001549			12			
7.9.4.2	Mechanized Access Records	\$0.001549			12			
7.10	Intentionally Left Blank							
7.11	IntraLATA Toll Transit	Qwest's Oregon Access Service Tariff	Qwest's Oregon Access Service Tariff					Eschelon proposes deletion of the word "Qwest's" in the rate column.
8.0	Collocation							
8.1	All Collocation							
8.1.1	Planning and Engineering							
8.1.1.1	Intentionally Left Blank							
8.1.1.2	Cable Augment Quote Preparation Fee			\$1608.58		1		Qwest proposes \$1,608.58.
				\$700.00				Eschelon proposes \$700.00.
8.1.2	Collocation Entrance Facility, per Fiber Pair							
8.1.2.1	Virtual Standard, per Fiber Pair							
8.1.2.1.1	Manhole, per Month, per Manhole	\$27.61			G			
8.1.2.1.2	Handhold, per Month, per Handhold	\$15.22			G			
8.1.2.1.3	Conduit / Innerduct, Entrance Enclosures to the Company Cable Vault, per Foot	\$0.42			G			
8.1.2.1.4	Core Drill, per Occurrence			\$363.13			G	
8.1.2.1.5	Riser, Vault to Equipment, per Foot	\$0.47			G			
8.1.2.1.6	Fiber Optic Cable, per 24, per Foot	\$0.05			G			
8.1.2.1.7	Fiber Placement in Conduit and Riser, per Foot			\$1.66			G	
8.1.2.1.8	Copper 25 Pair, per Foot	\$0.012			G			
8.1.2.1.9	Copper Placement Conduit and Riser, per Foot			\$1.66			G	
8.1.2.1.10	Coax Placement, per Foot	\$0.20			G			
8.1.2.2	Cageless & Caged Standard Shared, per Fiber	\$5.92		\$613.33		1	1	Qwest proposes \$5.92.
		\$4.14						Eschelon proposes \$4.14.
8.1.2.3	Cross Connect, per Fiber	\$6.09		\$723.26		1	1	Qwest proposes \$6.09.
		\$3.66						Eschelon proposes \$3.66.
8.1.2.4	Express, per Cable	\$96.38		\$9415.02		1	1	Qwest proposes \$96.38.
		\$21.49		\$20279.08				Eschelon proposes \$21.49.
8.1.3	Cable Splicing							

Eschelon / Qwest Exhibit A
October 10, 2006

8.1.3.1	Fiber, per Set-Up			\$153.50			1	
8.1.3.2	Per Fiber Spliced			\$14.94			1	
8.1.3.3	Per Splice, Copper			\$91.27			G	
8.1.3.4	Copper, per Set-Up			\$14.94			1	
8.1.4	-48 Volt DC Power, per Ampere, per Month							
8.1.4.1	Power Plant							
8.1.4.1.1	Less Than 60 Amps, per Amp Ordered	\$11.95			1			Qwest proposes to change the rate element description names as indicated. Qwest proposes rates of \$11.95 and \$9.31. Eschelon disagrees with the changes to the name. Eschelon proposes rates of \$9.20 and \$7.32.
		\$9.20						
8.1.4.1.2	Equal To or Greater Than 60 Amps, per Amp Ordered	\$9.31			1			
		\$7.32						
8.1.4.2	Power Usage							
8.1.4.2.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.16			1			
8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	\$4.33			1			
8.1.5	AC Power Feed							
8.1.5.1	Backup AC Power Feed, per Amp, per Month							
8.1.5.1.1	120 V	\$19.98			1			Qwest proposes \$19.98. Eschelon proposes \$17.13.
		\$17.13						
8.1.5.1.2	208 V, Single Phase	\$34.63			1			Qwest proposes \$34.63. Eschelon proposes \$26.69.
		\$29.69						
8.1.5.1.3	208 V, Three Phase	\$59.92			1			Qwest proposes \$59.92. Eschelon proposes \$51.37.
		\$51.37						
8.1.5.1.4	240 V, Single Phase	\$39.96			1			Qwest proposes \$396.96. Eschelon proposes \$34.26.
		\$34.26						
8.1.5.1.5	240 V, Three Phase	\$69.13			1			Qwest proposes \$69.13. Eschelon proposes \$59.27.
		\$59.27						
8.1.5.1.6	480 V, Three Phase	\$138.27			1			Qwest proposes \$138.27. Eschelon proposes \$118.55.
		\$118.55						
8.1.5.2	AC Power Feed, per Foot, per Month							
8.1.5.2.1	20 Amp, Single Phase	\$0.0124		\$8.20	1		1	
8.1.5.2.2	20 Amp, Three Phase	\$0.0153		\$10.17	1		1	
8.1.5.2.3	30 Amp, Single Phase	\$0.0133		\$8.85	1		1	
8.1.5.2.4	30 Amp, Three Phase	\$0.0183		\$12.15	1		1	
8.1.5.2.5	40 Amp, Single Phase	\$0.0157		\$10.40	1		1	
8.1.5.2.6	40 Amp, Three Phase	\$0.0216		\$14.32	1		1	
8.1.5.2.7	50 Amp, Single Phase	\$0.0186		\$12.34	1		1	
8.1.5.2.8	50 Amp, Three Phase	\$0.0260		\$17.23	1		1	
8.1.5.2.9	60 Amp, Single Phase	\$0.0210		\$13.96	1		1	

Eschelon / Qwest Exhibit A
October 10, 2006

8.1.5.2.10	60 Amp, Three Phase	\$0.0299		\$19.83	1		1	
8.1.5.2.11	100 Amp, Single Phase	\$0.0260		\$17.28	1		1	
8.1.5.2.12	100 Amp, Three Phase	\$0.0407		\$26.98	1		1	
8.1.6	Inspector Labor, per Half Hour							
8.1.6.1	Regular Hours Rate			\$22.00				G
8.1.6.2	After Hours Rate, minimum 3 Hours			\$35.74				1
8.1.7	Intentionally Left Blank							
8.1.8	Collocation Terminations							
8.1.8.1	Shared Access							
8.1.8.1.1	DS0							
8.1.8.1.1.1	Cable Placement, per 100 Pair Block	\$0.37		\$230.24	1		1	Qwest proposes \$0.37 RC, \$230.24 NRC.
		\$0.32		\$127.42				Eschelon proposes \$0.32 RC, \$127.42 NRC.
8.1.8.1.1.2	Cable Placement, per Termination	\$0.02		\$9.21	1		1	
8.1.8.1.1.3	Cable, per 100 Pair Block	\$0.52		\$321.83	1		1	Qwest proposes \$0.52 RC, \$321.83 NRC.
		\$0.45		\$178.10				Eschelon proposes \$0.45 RC, \$178.10 NRC.
8.1.8.1.1.4	Cable, per Termination	\$0.01		\$6.44	1		1	
8.1.8.1.1.5	Blocks, per 100 Pair Block	\$0.91		\$561.07	1		1	Qwest proposes \$0.91 RC, \$561.07 NRC.
		\$0.78		\$310.50				Eschelon proposes \$0.78 RC, \$310.50 NRC.
8.1.8.1.1.6	Blocks, per Termination	\$0.02		\$11.22	1		1	
8.1.8.1.1.7	Block Placement, per 100 Pair Block	\$0.39		\$242.31	1		1	Qwest proposes \$0.39 RC, \$242.31 NRC.
		\$0.33		\$134.10				Eschelon proposes \$0.33 RC, \$134.10 NRC.
8.1.8.1.1.8	Block Placement, per Termination	\$0.01		\$4.85	1		1	
8.1.8.1.2	DS1							
8.1.8.1.2.1	Cable Placement, per 28 DS1s	\$0.60		\$399.70	1		1	Qwest proposes \$0.60 RC, \$399.70 NRC.
		\$0.47		\$207.44				Eschelon proposes \$0.47 RC, \$207.44 NRC.
8.1.8.1.2.2	Cable Placement, per Termination	\$0.06		\$42.98	1		1	
8.1.8.1.2.3	Cable, per 28 DS1s	\$0.56		\$371.50	1		1	Qwest proposes \$0.56 RC, \$371.50 NRC.
		\$0.44		\$192.80				Eschelon proposes \$0.44 RC, \$192.80 NRC.
8.1.8.1.2.4	Cable, per Termination	\$0.06		\$39.95	1		1	
8.1.8.1.2.5	Panel, per 28 DS1s	\$0.39		\$256.52	1		1	Qwest proposes \$0.39 RC, \$256.52 NRC.
		\$0.31		\$133.13				Eschelon proposes \$0.31 RC, \$133.13 NRC.
8.1.8.1.2.6	Panel, per Termination	\$0.05		\$30.97	1		1	

Eschelon / Qwest Exhibit A
October 10, 2006

8.1.8.1.2.7	Panel Placement, per 28 DS1s	\$0.12 \$0.09	\$82.31 \$42.72	1		1	Qwest proposes \$0.12 RC, \$82.31 NRC. Eschelon proposes \$0.09 RC, \$42.72 NRC.
8.1.8.1.2.8	Panel Placement, per Termination	\$0.01	\$8.85	1		1	
8.1.8.1.3	DS3						
8.1.8.1.3.1	Cable Placement, per Termination	\$0.22 \$0.17	\$147.89 \$73.22	1		1	Qwest proposes \$0.22 RC, \$147.89 NRC. Eschelon proposes \$0.17 RC, \$73.22 NRC.
8.1.8.1.3.2	Cable, per Termination	\$0.36 \$0.27	\$239.90 \$118.77	1		1	Qwest proposes \$0.36 RC, \$239.90 NRC. Eschelon proposes \$0.27 RC, \$118.77 NRC.
8.1.8.1.3.3	Connector, per Termination	\$0.37 \$0.28	\$245.44 \$121.51	1		1	Qwest proposes \$0.37 RC, \$245.44 NRC. Eschelon proposes \$0.28 RC, \$121.51 NRC.
8.1.8.1.3.4	Connector Placement, per Termination	\$0.03 \$0.02	\$19.88 \$9.84	1		1	Qwest proposes \$0.00 RC, \$19.88 NRC. Eschelon proposes \$0.03 RC, \$9.84 NRC.
8.1.8.1.4	Fiber Terminations						
8.1.8.1.4.1	Terminations, per 12 Fibers	\$15.01 \$12.39	\$1670.87 \$1601.47	1		1	Qwest proposes \$15.01 RC, \$1670.87 NRC. Eschelon proposes \$12.39 RC, \$1601.47 NRC..
8.1.8.1.4.2	Additional Connector, if Applicable	\$0.68 \$0.53	\$454.34 \$435.37	1		1	Qwest proposes \$0.68 RC, \$454.34 NRC. Eschelon proposes \$0.53 RC, \$435.37 NRC..
8.1.8.1.4.3	Cable Racking, Shared, per 12 Fibers	\$23.49 \$19.61		1			Qwest proposes \$23.49. Eschelon proposes \$19.61.
8.1.8.1.4.4	Cable Racking, Dedicated	\$2.38 \$1.85	\$1582.66 \$1516.92	1		1	Qwest proposes \$2.38 RC, \$1582.66 NRC. Eschelon proposes \$1.85 RC, \$1516.92 NRC..
8.1.8.1.5	Direct Connection		ICB			3	
8.1.9	Security Charges						
8.1.9.1	Access Card, per Employee	\$0.83		1			

Eschelon / Qwest Exhibit A
October 10, 2006

8.1.9.2	Card Access, per Employee, per Central Office	\$8.40			1			Qwest proposes \$8.40.
		\$6.20						Eschelon proposes \$6.20.
8.1.10	Composite Clock / Central Office Synchronization							
8.1.10.1	Synchronization - Composite Clock, per Port	\$8.10			1			
8.1.11	Intentionally Left Blank							
8.1.12	Space Availability Report			\$383.94			1	Qwest proposes \$383.94.
				\$234.38				Eschelon proposes \$234.38.
8.1.13	Collocation Space Reservation Fee			\$2,000.00			+++	
8.1.14	Collocation Space Option Administration Fee			\$1308.22			1	Qwest proposes \$1308.22.
				\$1029.40				Eschelon proposes \$1029.40.
8.1.15	Collocation Space Option Fee	\$2.00			1			
8.1.16	Joint Inventory Visit Fee, per Visit			\$1869.49			1	Qwest proposes \$1869.49.
				\$1610.12				Eschelon proposes \$1610.12.
8.1.17	Intentionally Left Blank							
8.1.18	Intentionally Left Blank							
8.1.19	Intentionally Left Blank							
8.1.20	Splitter Collocation							
8.1.20.1	Tie Cable Reclassification			ICB			3	
8.1.20.2	Splitter Shelf Charge	\$4.27		\$545.06	1		1	
8.1.20.3	Engineering			\$1,492.47			1	
8.1.20.4	Splitter TIE Cable Connections							
8.1.20.4.1	Splitter in the Common Area - Data to 410 Block	\$4.47		\$2,967.93	1		1	
8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC	\$4.74		\$3,146.62	1		1	
8.1.20.4.3	Splitter on the IDF - Data to 410 Block	\$1.39		\$921.50	1		1	
8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC	\$2.70		\$1,791.83	1		1	
8.1.20.4.5	Splitter on the MDF - Data to 410 Block	\$1.43		\$951.29	1		1	
8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC	\$3.20		\$2,121.78	1		1	
8.1.20.5	Splitter Charge			ICB			3	
8.2	Virtual Collocation							
8.2.1	Planning and Engineering							
	Quote Preparation Fee			\$4951.46			1	Qwest proposes \$4951.46.
				\$2317.79				Eschelon proposes \$2317.79.
8.2.1.1								

Eschelon / Qwest Exhibit A
October 10, 2006

8.2.2	Maintenance Labor, per Half Hour						
8.2.2.1	Regular Hours Rate			\$20.48			G
8.2.2.2	After Hours Rate			\$43.81			1
8.2.3	Training Labor, per Half Hour						
8.2.3.1	Regular Hours Rate			\$23.98			G
8.2.4	Bay Space						
8.2.4.1	Equipment Bay, per Shelf	\$5.61				G	
8.2.4.2	Virtual Space Construction						
8.2.4.2.1	Initial Bay	\$24.74		\$16,418.31	1		1
8.2.4.2.2	Each Additional Bay	\$4.64		\$3,081.02	1		1
8.2.4.3	Virtual Cable Racking, per Shelf	\$0.63		\$415.75	1		1
8.2.5	Engineering Labor, per Half Hour						
8.2.5.1	Regular Hours Rate			\$25.79			G
8.2.5.2	After Hours Rate			\$48.90			1
8.2.6	Installation Labor, per Half Hour						
8.2.6.1	Regular Hours Rate			\$20.48			G
8.2.6.2	After Hours Rate			\$46.43			1
8.2.7	Rent						
8.2.7.1	Bay Rent, per Square Foot	\$3.07			1		
8.2.8	Intentionally Left Blank						
8.2.9	Power Plant						
8.2.9.1	-48 Volt DC Power Cables, per Foot, per A and B Feed						
8.2.9.1.1	20 Amp Power Feed	\$0.28		\$50.00	G		G
8.2.9.1.2	40 Amp Power Feed	\$0.38		\$68.81	G		G
8.2.9.1.3	60 Amp Power Feed	\$0.48		\$86.42	G		G
8.2.9.2	-48 Volt DC Power Cables, per Feed						
8.2.9.2.1	30 Amp Power Feed	\$7.42		\$4,924.30	1		1
8.2.9.2.2	100 Amp Power Feed	\$26.77		\$17,765.33	1		1
8.2.9.2.3	200 Amp Power Feed	\$49.38		\$33,069.98	1		1
8.2.9.2.4	300 Amp Power Feed	\$78.36		\$52,000.64	1		1
8.2.9.2.5	400 Amp Power Feed	\$111.26		\$73,834.01	1		1
8.2.9.3	-48 Volt DC Power Usage, per Ampere, per Month	\$7.52			G		
8.2.10	Backup AC Power Feed						
8.2.10.1	AC Power Feed, per Watt, per Month	\$0.06			G		

8.3	Cageless Physical Collocation						
8.3.1	Planning and Engineering						
8.3.1.1	Quote Preparation Fee					1, 7	Qwest proposes \$4956.18. Eschelon proposes \$2317.79.
8.3.2	Space Construction and Site Preparation						
8.3.2.1	Site Preparation	ICB	ICB	3		3	
8.3.2.2	Space Construction for 1 Bay	\$29.38	\$19,499.33	1		1	
8.3.2.3	Intentionally Left Blank						
8.3.2.4	Intentionally Left Blank						
8.3.2.5	Space Construction Adjustment						
8.3.2.5.1	Adjustment for Each Additional Bay	\$4.64	\$3,081.02	1		1	
8.3.2.6	Intentionally Left Blank						
8.3.2.7	-48 Volt DC Power Cables, per Feed						
8.3.2.7.1	20 Amp Power Feed	\$6.52	\$4,324.98	1		1	
8.3.2.7.2	30 Amp Power Feed	\$7.42	\$4,924.30	1		1	
8.3.2.7.3	40 Amp Power Feed	\$8.96	\$5,947.37	1		1	
8.3.2.7.4	60 Amp Power Feed	\$15.87	\$10,533.02	1		1	
8.3.2.7.5	100 Amp Power Feed	\$26.77	\$17,765.33	1		1	
8.3.2.7.6	200 Amp Power Feed	\$49.83	\$33,069.98	1		1	
8.3.2.7.7	300 Amp Power Feed	\$78.36	\$52,000.64	1		1	
8.3.2.7.8	400 Amp Power Feed	\$111.26	\$73,834.01	1		1	
8.3.3	Rent						
8.3.3.1	Floor Space Lease, per Square Foot	\$3.07		1			
8.4	Caged Physical Collocation						
8.4.1	Planning and Engineering						
8.4.1.1	Quote Preparation Fee					1, 7	Qwest proposes \$5403.92. Eschelon proposes \$2317.79.
8.4.2	Space Construction and Site Preparation						
8.4.2.1	Site Preparation	ICB	ICB	3		3	
8.4.2.2	Intentionally Left Blank						
8.4.2.3	Intentionally Left Blank						
8.4.2.4	Space Construction						
8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$56.55 \$41.60	\$37529.85 \$26168.10	1		1	Qwest proposes \$56.55 RC, \$37529.85 NRC. Eschelon proposes \$41.60 RC, \$26168.10 NRC.
8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$59.57 \$51.08	\$39533.05 \$27852.73	1		1	Qwest proposes \$59.57 RC, \$39533.05 NRC. Eschelon proposes \$51.08 RC, \$27852.73 NRC.
8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$61.92 \$54.27	\$41090.78 \$29650.53	1		1	Qwest proposes \$61.92 RC, \$41090.78 NRC. Eschelon proposes \$54.27 RC, \$29650.53 NRC.

Eschelon / Qwest Exhibit A
October 10, 2006

8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$64.86		\$43042.90	1		1	Qwest proposes \$64.86 RC, \$43042.90 NRC.
		\$58.09		\$31797.64				Eschelon proposes \$58.09 RC, \$31797.64 NRC.
8.4.2.5	Intentionally Left Blank							
8.4.2.6	Intentionally Left Blank							
8.4.2.7	-48 Volt DC Power Cables, per Feed							
8.4.2.7.1	20 Amp Power Feed	\$8.10		\$5,377.02	1		1	
8.4.2.7.2	30 Amp Power Feed	\$8.92		\$5,922.65	1		1	
8.4.2.7.3	40 Amp Power Feed	\$10.67		\$7,082.03	1		1	
8.4.2.7.4	60 Amp Power Feed	\$17.62		\$11,690.67	1		1	
8.4.2.7.5	100 Amp Power Feed	\$28.67		\$19,025.01	1		1	
8.4.2.7.6	200 Amp Power Feed	\$53.37		\$35,414.85	1		1	
8.4.2.7.7	300 Amp Power Feed	\$83.91		\$55,687.81	1		1	
8.4.2.7.8	400 Amp Power Feed	\$119.15		\$79,069.31	1		1	
8.4.3	Fencing Credit							
8.4.3.1	Cage: Up to 100 Sq. Ft.	(\$8.49)		(\$5,632.23)	1		1	There is no disputed issue. Color indicates this is a negative number.
8.4.3.2	Cage: 101 to 200 Sq. Ft.	(\$10.58)		(\$7,022.55)	1		1	
8.4.3.3	Cage: 201 to 300 Sq. Ft.	(\$11.89)		(\$7,887.96)	1		1	
8.4.3.4	Cage: 301 to 400 Sq. Ft.	(\$13.13)		(\$8,710.80)	1		1	
8.4.4	Rent							
8.4.4.1	Floor Space Lease, per Square Foot	\$3.07			1			
8.4.5	Intentionally Left Blank							
8.4.6	Intentionally Left Blank							
8.4.7	Intentionally Left Blank							
8.4.8	Grounding							
8.4.8.1	2 / 0 AWG, per Foot	\$0.0139		\$9.26	1		1	
8.4.8.2	1 / 0 AWG, per Foot	\$0.0246		\$16.30	1		1	
8.4.8.3	4 / 0 AWG, per Foot	\$0.0289		\$19.17	1		1	
8.4.8.4	350 kcmil, per Foot	\$0.0373		\$24.75	1		1	
8.4.8.5	500 kcmil, per Foot	\$0.0432		\$28.64	1		1	
8.4.8.6	750 kcmil, per Foot	\$0.0658		\$43.67	1		1	
8.5	Adjacent Collocation							
8.6	Remote Collocation							
8.6.1	Physical & Virtual Remote Collocation							
8.6.1.1	Space, per Standard Mounting Unit	\$0.59		\$761.80	1		1	
8.6.1.2	FDI Terminations, per 25 Pair	\$0.52		\$728.37	1		1	Qwest proposes \$728.37.
				\$506.92				Eschelon proposes \$506.92.
8.6.1.3	Power Usage (uses rate from 8.1.4.2.1)							

Eschelon / Qwest Exhibit A
October 10, 2006

8.6.1.3.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.16			1			Qwest proposes to add "per Amp Ordered."
8.6.1.3.2	Greater than 60 Amps, per Amp Ordered or Used	\$4.33			1			Eschelon does not agree. Qwest proposes to add "per Amp Ordered or Used." Eschelon does not agree.
8.6.2	Adjacent Remote Collocation			ICB			3	
8.6.2.2.1	Space, per Standard Mounting Unit (uses rates from 8.6.1.1)	\$0.590		\$761.80	1		1	
8.6.2.2.2	FDI Terminations, per 25 Pair (uses rates from 8.6.1.2)	\$0.52		\$728.37	1		1	Qwest proposes \$728.37.
				\$506.92				Eschelon proposes \$506.92.
8.6.2.2.3	Power Usage (uses rates from 8.1.4.2)							
8.6.2.2.3.1	Less Than or Equal To 60 Amps, per Amp Ordered	\$2.16			1			Qwest proposes to add "per Amp Ordered." Eschelon does not agree.
8.6.2.2.3.2	Greater than 60 Amps, per Amp Ordered or Used	\$4.33			1			Qwest proposes to add "per Amp Ordered or Used." Eschelon does not agree.
8.6.3	Additional Virtual Remote Elements							
8.6.3.1	Flat Charge, per Job			\$41.99			1	
8.6.3.2	Engineering Rate, per Half Hour			\$34.70			1	
8.6.3.3	Maintenance, per Half Hour			\$34.73			1	
8.6.3.4	Installation, per Half Hour			\$34.73			1	
8.6.3.5	Training, per Half Hour			\$34.73			1	
8.7	CLEC-to-CLEC							
8.7.1	Design Engineering & Installation, Mechanized - No Cables							
8.7.1.1	Flat Charge			\$717.46			1	
8.7.1.2	Fiber Flat Charge			\$1,362.00			1	
8.7.2	Cable Racking, per Request							Eschelon proposes deleting per request.
8.7.2.1	DS0, per Request	\$44.60			1			Qwest proposes \$44.60 per request.
	DS0, per foot	\$0.148						Eschelon proposes \$0.148 per foot
8.7.2.2	DS1, per Request	\$185.34			1			Qwest proposes \$185.34, per request.
	DS1, per foot	\$0.158						Eschelon proposes \$0.158 per foot
8.7.2.3	DS3, per Request	\$29.12			1			Qwest proposes \$29.12, per request.
	DS3, per foot	\$0.135						Eschelon proposes \$0.135 per foot
8.7.2.4	Fiber, per Request	\$113.66			1			
8.7.3	Virtual Connections (if Applicable - Connections Only; No Cables)							
8.7.3.1	DS0, per 100 Connections			\$214.54			1	Qwest proposes \$214.54.
				\$191.23				Eschelon proposes \$191.23

Eschelon / Qwest Exhibit A
October 10, 2006

8.7.3.2	DS1, per 28 Connections			\$101.03			1	Qwest proposes \$101.03.
				\$89.56				Eschelon proposes \$89.56
8.7.3.3	DS3, per 1 Connection			\$6.51			1	Qwest proposes \$6.51.
				\$6.11				Eschelon proposes \$6.11
8.7.3.4	Fiber Connections, per Fiber Spliced			\$14.94			1	
8.7.4	Cable Hole, if Applicable			\$485.15			1	Qwest proposes \$485.15.
				\$434.08				Eschelon proposes \$434.08
8.7.5	CLEC to CLEC Cross-Connection			\$168.37			1	
8.8	Interconnection Distribution Frame (ICDF) Collocation							
8.8.1	Quote Preparation Fee			\$1608.58			1	Qwest proposes \$1608.58.
				\$700.25				Eschelon proposes \$700.25.
8.8.2	DS0 Circuit, per 200 Legs	\$20.29		\$2,204.17	1		1	
8.8.3	DS1 Circuit, per Two Legs	\$1.46		\$371.23	1		1	Qwest proposes \$371.23.
				\$75.00				Eschelon proposes \$75.00.
8.8.4	DS3 Circuit, per Two Legs	\$10.13		\$1225.77	1		1	Qwest proposes \$1255.77.
				\$612.89				Eschelon proposes \$612.89.
8.8.5	Fiber Circuit, per Two Legs	\$2.65		\$245.70	1		1	
8.9	Collocation Cancellation			QPF Prorated Job Costs				
8.10	Microwave Entrance Facility		ICB	ICB	3		3	
8.11	Intentionally Left Blank							
8.12	Facility Connected (FC) Collocation							
8.12.1	Intentionally Left Blank							
8.12.2	FC Collocation Engineering Fee, per Job			\$1608.58			1	Qwest proposes \$1608.58.
				\$700.25				Eschelon proposes \$700.25.
8.12.3	FC Collocation Copper Entrance Facility Charge, per 100 Pair	\$18.79		\$4,617.25	1		1	
8.12.4	FC Collocation Fiber Entrance Facility Charge, per Cable, minimum 12 Strands	\$114.44		\$8080.53	1		1	Qwest proposes \$114.44 RC, \$8080.53 NRC.
		\$7.10		\$850.15				Eschelon proposes \$7.10 RC, \$850.15 NRC.
8.12.5	FC Collocation Termination Block with Protectors Charge, per 100 Pairs	\$4.14		\$850.72	1		1	

Eschelon / Qwest Exhibit A
October 10, 2006

8.12.6	FC Collocation Termination Panel Charge, per 12 Fibers	\$12.88		\$256.84	1		1	
8.12.7	FC Collocation DS1 Voltage Isolation, per Pair	\$1.25		\$149.63	1		1	
8.13 DC Power Reduction								
8.13.1 Power Reduction								
8.13.1.1	Quote Preparation Fee			\$811.18			1	Qwest proposes \$811.18.
				\$411.00				Eschelon proposes \$441.00
8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
8.13.1.2.1	Power Reduction: Less Than 60 Amps			\$624.52			1	Qwest proposes \$624.52.
				\$346.00				Eschelon proposes \$346.00
8.13.1.2.2	Power Reduction: Equal To 60 Amps			\$898.00			1	Qwest proposes \$898.00.
				\$346.00				Eschelon proposes \$346.00
8.13.1.2.3	Power Reduction: Greater Than 60 Amps			\$1140.52			1	Qwest proposes \$1140.52.
				\$587.00				Eschelon proposes \$587.00
8.13.1.3	Power Off, per Feed Set, per Secondary Feed			\$802.04			1	Qwest proposes \$802.04.
				\$587.00				Eschelon proposes \$587.00
8.13.1.4	Power Maintenance Charge	\$57.32			1			Qwest proposes \$57.32.
		\$37.00						Eschelon proposes \$37.00
8.13.1.5	Location Change from Power Board to BDFB			ICB			3	
8.13.2 Power Restoration								
8.13.2.1 Quote Preparation Fee (QPF), per Office								
				\$811.18			1	Qwest proposes \$811.18.
				\$411.00				Eschelon proposes \$441.00
8.13.2.2 Power Restoration, applies to Primary & Secondary Feed								
8.13.2.2.1 Power Restoration with Reservation								
8.13.2.2.1.1	Less Than 60 Amps			\$624.52			1	Qwest proposes \$624.52.
				\$346.00				Eschelon proposes \$346.00
8.13.2.2.1.2	Equal To 60 Amps			\$898.00			1	Qwest proposes \$898.00.
				\$346.00				Eschelon proposes \$346.00
8.13.2.2.1.3	Greater Than 60 Amps			\$1140.52			1	Qwest proposes \$1140.52.
				\$587.00				Eschelon proposes \$587.00
8.13.2.2.2	Power Restoration without Reservation			ICB			3	
8.13.2.3	Location Change from Power Board to BDFB			ICB			3	
8.14 Intentionally Left Blank								
8.15 Collocation Available Inventory								
8.15.1 Standard Sites								
8.15.1.1 Removal of Terminations								
8.15.1.1.1	DS0, per 100 Terminations			ICB			3	
8.15.1.1.2	DS1, per Termination			ICB			3	
8.15.1.1.3	DS3, per Termination			ICB			3	
8.15.1.1.4	OCN, per 12 Fibers			ICB			3	

Eschelon / Qwest Exhibit A
October 10, 2006

8.15.2	Special Sites							
8.15.2.1	Special Site Assessment Fee			\$1195.12			1	Qwest proposes \$1195.12.
				\$597.56				Eschelon proposes \$597.56.
8.15.2.2	Network Systems Assessment Fee			\$1819.26			1	Qwest proposes \$1819.26.
				\$909.63				Eschelon proposes \$909.63.
8.15.2.3	Site Survey Fee			\$169.97			1	Qwest proposes \$169.97.
				\$150.00				Eschelon proposes \$150.00.
8.15.3	Re-usable Elements			ICB			3	
8.15.4	Quote Preparation Fee (QPF)							
8.15.4.1	Cageless (uses rate from 8.3.1.1)			\$4956.18			1, 7	Qwest proposes \$4956.18.
				\$2317.79				Eschelon proposes \$2317.79.
8.15.4.2	Caged (uses rate from 8.4.1.1)			\$5403.92			1, 7	Qwest proposes \$5403.92.
				\$2317.79				Eschelon proposes \$2317.79.
8.16	Collocation Decommissioning (uses rates from 9.20)							
8.16.1	Additional Labor Other - Basic			\$30.68			12	Qwest proposes \$30.68.
				\$26.60				Eschelon proposes \$26.60.
8.16.2	Additional Labor Other - Overtime			\$40.84			12	Qwest proposes \$40.84.
				\$35.50				Eschelon proposes \$35.50.
8.16.3	Additional Labor Other - Premium			\$51.01			12	Qwest proposes \$51.01.
				\$44.42				Eschelon proposes \$44.42.
8.16.4	Additional Dispatch			\$128.56			12	Qwest proposes \$128.56.
				\$57.70				Eschelon proposes \$57.70.
8.17	Joint Testing							
8.17.1	Set-Up Fee (price contains a one hour set up fee)			\$65.20			1	Qwest proposes \$65.20.
				\$40.96				Eschelon proposes \$40.96.
8.17.2	Test Time Fee, per Half Hour			\$27.62			1	Qwest proposes \$27.62.
				\$20.48			G	Eschelon proposes \$20.48.
9.0	Unbundled Network Elements (UNEs)							
9.1	Interconnection Tie Pairs (ITP) - Per Each Connection							
9.1.1	DS0	\$0.92			E			
9.1.1.1	Manual			\$5.45			F, 13	
9.1.1.2	Mechanized			\$5.45			F	
9.1.2	DS1	\$6.05			E			
9.1.2.1	Manual			\$5.45			F, 13	
9.1.2.2	Mechanized			\$5.45			F	
9.1.3	DS3	\$36.35			E			

Eschelon / Qwest Exhibit A
October 10, 2006

9.1.3.1	Manual			\$5.45			F, 13
9.1.3.2	Mechanized			\$5.45			F
9.2	Unbundled Loops						
9.2.1	Analog Loops			See 9.2.4			
9.2.1.1	2-Wire Voice Grade Loop						
	9.2.1.1.1 Zone 1		\$13.95			D	
	9.2.1.1.2 Zone 2		\$25.20			D	
	9.2.1.1.3 Zone 3		\$56.21			D	
9.2.1.2	Intentionally Left Blank						
9.2.1.3	4-Wire Voice Grade Loop						
	9.2.1.3.1 Zone 1		\$27.90			D	
	9.2.1.3.2 Zone 2		\$50.40			D	
	9.2.1.3.3 Zone 3		\$112.42			D	
9.2.2	Nonloaded Loops			See 9.2.4			
9.2.2.1	2-Wire Nonloaded Loop						
	9.2.2.1.1 Zone 1		\$13.95			D	
	9.2.2.1.2 Zone 2		\$25.20			D	
	9.2.2.1.3 Zone 3		\$56.21			D	
9.2.2.2	Intentionally Left Blank						
9.2.2.3	4-Wire Nonloaded Loop						
	9.2.2.3.1 Zone 1		\$27.90			D	
	9.2.2.3.2 Zone 2		\$50.40			D	
	9.2.2.3.3 Zone 3		\$112.42			D	
9.2.2.4	Cable Unloading / Bridge Tap Removal			\$0.00			D
9.2.3	Digital Capable Loops						
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4			
	9.2.3.1.1 Zone 1		\$13.95			D	
	9.2.3.1.2 Zone 2		\$25.20			D	
	9.2.3.1.3 Zone 3		\$56.21			D	
9.2.3.2	Intentionally Left Blank						
9.2.3.3	DS1 Capable Loop		\$87.37	See 9.2.5		D	
9.2.3.4	DS3 Capable Loop		\$363.42	See 9.2.6		D	
9.2.3.5	Intentionally Left Blank						
9.2.3.6	2-Wire Extension Technology		\$23.54			E	
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ISDN BRI Capable, xDSL-I Capable, and ADSL Compatible Loop where conditioning is not required	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation						
	9.2.4.1.1 First						
	9.2.4.1.1.1 Manual			\$47.75			F, 13
	9.2.4.1.1.2 Mechanized			\$10.75			F
	9.2.4.1.2 Each Additional						
	9.2.4.1.2.1 Manual			\$16.79			F, 13

9.2.4.1.2.2	Mechanized			\$10.13		F
9.2.4.2	Basic Installation with Performance Testing					
9.2.4.2.1	First					
9.2.4.2.1.1	Manual			\$100.77		F, 13
9.2.4.2.1.2	Mechanized			\$63.79		F
9.2.4.2.2	Each Additional					
9.2.4.2.2.1	Manual			\$43.71		F, 13
9.2.4.2.2.2	Mechanized			\$37.05		F
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
9.2.4.3.1	First					
9.2.4.3.1.1	Manual			\$134.72		F, 13
9.2.4.3.1.2	Mechanized			\$97.74		F
9.2.4.3.2	Each Additional					
9.2.4.3.2.1	Manual			\$77.66		F, 13
9.2.4.3.2.2	Mechanized			\$71.00		F
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
9.2.4.4.1	First					
9.2.4.4.1.1	Manual			\$52.37		F, 13
9.2.4.4.1.2	Mechanized			\$15.40		F
9.2.4.4.2	Each Additional					
9.2.4.4.2.1	Manual			\$21.43		F, 13
9.2.4.4.2.2	Mechanized			\$14.78		F
9.2.4.5	Basic Installation with Cooperative Testing					
9.2.4.5.1	First					
9.2.4.5.1.1	Manual			\$100.77		1, 13
9.2.4.5.1.2	Mechanized			\$63.79		1
9.2.4.5.2	Each Additional					
9.2.4.5.2.1	Manual			\$43.71		1, 13
9.2.4.5.2.2	Mechanized			\$37.05		1
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3				
9.2.5.1	Basic Installation					
9.2.5.1.1	First			\$124.67		#
9.2.5.1.2	Each Additional			\$107.49		#
9.2.5.2	Basic Installation with Performance Testing					
9.2.5.2.1	First					
9.2.5.2.1.1	Manual			\$278.75		F, 13
9.2.5.2.1.2	Mechanized			\$240.29		F
9.2.5.2.2	Each Additional					
9.2.5.2.2.1	Manual			\$256.49		F, 13
9.2.5.2.2.2	Mechanized			\$218.77		F

Eschelon / Qwest Exhibit A
October 10, 2006

9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
9.2.5.3.1	First			\$360.33			#	
9.2.5.3.2	Each Additional			\$318.97			#	
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
9.2.5.4.1	First			\$129.73			#	
9.2.5.4.2	Each Additional			\$112.55			#	
9.2.5.5	Basic Installation with Cooperative Testing							
9.2.5.5.1	First							
	9.2.5.5.1.1	Manual		\$278.75			1, 13	
	9.2.5.5.1.2	Mechanized		\$240.29			1	Qwest proposes \$240.29.
				\$150.26				Eschelon proposes \$150.26.
9.2.5.5.2	Each Additional							
	9.2.5.5.2.1	Manual		\$256.49			1, 13	
	9.2.5.5.2.2	Mechanized		\$218.77			1	Qwest proposes \$218.77.
				\$121.94				Eschelon proposes \$121.94.
9.2.6	DS3 Loop Installation Charges		See 9.2.3.4					
9.2.6.1	Basic Installation							
	9.2.6.1.1	First		\$124.67			#	
	9.2.6.1.2	Each Additional		\$107.49			#	
9.2.6.2	Basic Installation with Performance Testing							
	9.2.6.2.1	First						
		9.2.6.2.1.1	Manual	\$278.13			F, 13	
		9.2.6.2.1.2	Mechanized	\$239.67			F	
	9.2.6.2.2	Each Additional						
		9.2.6.2.2.1	Manual	\$256.62			F, 13	
		9.2.6.2.2.2	Mechanized	\$218.17			F	
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
9.2.6.3.1	First			\$360.33			#	
9.2.6.3.2	Each Additional			\$318.97			#	
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.6.4.1	First		\$129.73			#	
	9.2.6.4.2	Each Additional		\$112.55			#	
9.2.6.5	Basic Installation with Cooperative Testing							
	9.2.6.5.1	First						
		9.2.6.5.1.1	Manual	\$278.13			1, 13	
		9.2.6.5.1.2	Mechanized	\$239.67			1	Qwest proposes \$239.67.
				\$150.26				Eschelon proposes \$150.26.
	9.2.6.5.2	Each Additional						
		9.2.6.5.2.1	Manual	\$256.62			1, 13	

Eschelon / Qwest Exhibit A
October 10, 2006

9.2.6.5.2.2	Mechanized			\$218.17			1	Qwest proposes \$218.17.
				\$121.94				Eschelon proposes \$121.94.
9.2.7	Intentionally Left Blank							
9.2.8	Private Line / Special Access to Unbundled Loop Conversion			\$38.18			12	Qwest proposes \$38.18.
				\$16.72				Eschelon proposes \$16.72.
9.3	Subloop							
9.3.1	2-Wire Distribution Loop (Applies to both Analog and Nonloaded Loops)	\$11.20					1	
9.3.1.1	First Loop			\$111.98			12	
9.3.1.2	Each Additional			\$30.56			12	
9.3.2	Intentionally Left Blank							
9.3.3	Intra-Building Cable, per Pair	\$0.20					C	
9.3.3.1	No Dispatch							
9.3.3.1.1	Manual			\$43.48			C, 13	
9.3.3.2	Mechanized			\$32.37			1, 13	
							C	Qwest proposes footnote C for "No Dispatch" Rates. Qwest proposes the deletion of "Dispatch" Rates.
							1	
9.3.3.2	Intentionally Left Blank							
9.3.3.3	Dispatch, First							Eschelon proposes footnote 1 for the "No Dispatch" Rates. Eschelon proposes the Commission approved rates for "Dispatch."
9.3.3.3.1	Manual			\$43.48			C, 13	
9.3.3.3.2	Mechanized			\$32.37			C	
9.3.3.4	Dispatch, Each Additional							
9.3.3.4.1	Manual			\$43.48			C, 13	
9.3.3.4.2	Mechanized			\$32.37			C	
9.3.4	Intentionally Left Blank							
9.3.5	Multi Tenant Environment (MTE) Terminal Subloop Access							
9.3.5.1	Subloop MTE - POI Site Inventory, per Request			\$115.33			12	
9.3.5.2	MTE - POI Rearrangement of Facilities				ICB		3	
9.3.5.3	MTE - POI Construction of New SPOI	ICB					3	
9.3.6	Intentionally Left Blank							
9.3.7	Field Connection Point (FCP)							
9.3.7.1	Feasibility Fee / Quote Preparation Fee			\$882.04			1	
9.3.7.2	FCP Set-up, per Request	\$1.11		\$1,554.95			1	
9.3.7.3	FCP Splicing, per 25 Pairs	\$0.01		\$15.03			1	
9.3.7.4	FCP Reclassification Charge			\$573.28			1	
9.4	Shared Services							
9.4.1	Intentionally Left Blank							
9.4.2	Line Splitting							

Eschelon / Qwest Exhibit A
October 10, 2006

9.4.2.1	Basic Installation Charge for Line Splitting			\$34.89			12	
9.4.3	Loop Splitting							
9.4.3.1	Basic Installation Charge for Loop Splitting			\$34.89			1	
9.4.4	OSS, per Line, per Month	\$3.48					12	
9.4.5	Reclassification Charge			ICB			3	
9.4.6	Splitter Shelf Charge	\$4.52		\$521.10			12	
9.4.7	TIE Cable Connections							
9.4.7.1	Splitter in the Common Area - Data to 410 block	\$5.85		\$2,807.52			12	
9.4.7.2	Splitter in the Common Area - Data direct to CLEC	\$6.20		\$2,976.56			12	
9.4.7.3	Splitter on the MDF - Data to 410 block	\$1.87		\$899.88			12	
9.4.7.4	Splitter on the MDF - Data direct to CLEC	\$4.18		\$2,007.11			12	
9.4.7.5	Splitter on the IDF - Data to 410 block	\$1.82		\$871.70			12	
9.4.7.6	Splitter on the IDF - Data direct to CLEC	\$3.53		\$1,694.99			12	
9.4.8	Engineering			\$1,379.87			12	
9.5	Network Interface Device (NID)			\$74.47			12	
9.6	Unbundled Dedicated Interoffice Transport (UDIT)							
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)							
9.6.1.1	Over 0 to 8 Miles	\$19.74	\$0.09		E	E		
9.6.1.2	Over 8 to 25 Miles	\$19.74	\$0.08		E	E		
9.6.1.3	Over 25 to 50 Miles	\$19.74	\$0.11		E	E		
9.6.1.4	Over 50 Miles	\$19.74	\$0.08		E	E		
9.6.1.5	Manual			\$172.66			F, 13	
9.6.1.6	Mechanized			\$99.08			F	
9.6.2	DS1 UDIT (Recurring Fixed & per Mile)							
9.6.2.1	Over 0 to 8 Miles	\$37.94	\$0.49		E	E		
9.6.2.2	Over 8 to 25 Miles	\$37.94	\$0.85		E	E		
9.6.2.3	Over 25 to 50 Miles	\$37.94	\$1.16		E	E		
9.6.2.4	Over 50 Miles	\$34.94	\$1.17		E	E		
9.6.2.5	Manual			\$190.69			F, 13	
9.6.2.6	Mechanized			\$117.48			F	
9.6.3	DS3 UDIT (Recurring Fixed & per Mile)							
9.6.3.1	Over 0 to 8 Miles	\$253.13	\$9.95		E	E		
9.6.3.2	Over 8 to 25 Miles	\$253.13	\$10.19		E	E		
9.6.3.3	Over 25 to 50 Miles	\$253.13	\$14.27		E	E		
9.6.3.4	Over 50 Miles	\$253.13	\$21.11		E	E		
9.6.3.5	Manual			\$193.66			F, 13	
9.6.3.6	Mechanized			\$120.45			F	
9.6.4	Intentionally Left Blank							
9.6.5	Intentionally Left Blank							
9.6.6	Intentionally Left Blank							
9.6.7	UDIT DS0 Channel Performance							

Eschelon / Qwest Exhibit A
October 10, 2006

9.6.7.1	DS0 Low Side Channelization	\$14.50			12		Qwest proposes \$14.50.
		\$10.89					Eschelon proposes \$10.89.
9.6.8	Intentionally Left Blank						
9.6.9	Intentionally Left Blank						
9.6.10	Intentionally Left Blank						
9.6.11	UDIT Rearrangement						
9.6.11.1	DS0 Single Office			\$171.64		12	Qwest proposes \$171.64.
				\$122.25			Eschelon proposes \$122.25.
9.6.11.2	DS0 Dual Office			\$215.90		12	Qwest proposes \$215.90.
				\$127.98			Eschelon proposes \$127.98.
9.6.11.3	High Capacity, Single Office			\$231.72		12	Qwest proposes \$231.72.
				\$145.05			Eschelon proposes \$145.05.
9.6.11.4	High Capacity, Dual Office			\$260.28		12	Qwest proposes \$260.28.
				\$151.17			Eschelon proposes \$151.17.
9.6.12	Private Line / Special Access to UDIT Conversion			\$123.96		1	Qwest proposes \$126.14.
				\$66.70			Eschelon proposes \$66.70.
9.7	Unbundled Dark Fiber (UDF)						
9.7.1	Initial Records Inquiry (IRI)						
9.7.1.1	Simple			\$217.86		12	Qwest proposes \$217.86.
				\$135.57			Eschelon proposes \$135.57.
9.7.1.2	Complex			\$258.56		12	Qwest proposes \$258.56.
				\$169.70			Eschelon proposes \$169.70.
9.7.2	Field Verification and Quote Preparation (FVQP)			\$947.24		12	
9.7.3	Engineering Verification			\$310.12		12	
9.7.4	UDF Single Strand						
9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) - Single Strand						
9.7.4.1.1	Order Charge, per First Strand / Route / Order			\$513.92		12	Qwest proposes \$513.92.
				\$373.22			Eschelon proposes \$373.22.
9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order			\$262.68		12	Qwest proposes \$262.68.
				\$187.08			Eschelon proposes \$187.08.
9.7.4.1.3	Fiber Transport, per Strand / Mile	\$52.58			1		
9.7.4.1.4	Termination, per Strand / Office	\$4.90			12		Qwest proposes \$4.90.
		\$4.01					Eschelon proposes \$4.01.

Eschelon / Qwest Exhibit A
October 10, 2006

9.7.4.1.5	Fiber Cross-Connect, per Strand	\$2.63 \$1.84	\$19.93 \$11.65	12		12	Qwest proposes \$2.63 RC, \$19.93 NRC. Eschelon proposes \$1.84 RC, \$11.65 NRC.
9.7.5	UDF - per Pair						
9.7.5.1	UDF - Interoffice Facilities (UDF-IOF) - per Pair						
9.7.5.1.1	Order Charge, per First Pair / Route / Order		\$513.93 \$373.22			12	Qwest proposes \$513.93. Eschelon proposes \$373.22.
9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order		\$262.68 \$187.08			12	Qwest proposes \$262.68. Eschelon proposes \$187.08.
9.7.5.1.3	Fiber Transport, per Pair / Mile	\$68.38			C		
9.7.5.1.4	Termination, per Pair / Office	\$8.51			C		
9.7.5.1.5	Fiber Cross-Connect, per Pair	\$5.26 \$3.55	\$19.93 \$11.65	12		12	Qwest proposes \$5.26 RC, \$19.93 NRC. Eschelon proposes \$3.55 RC, \$11.65 NRC.
9.7.6	Dark Fiber Splice		\$668.61 \$565.67			12	Qwest proposes \$668.61. Eschelon proposes \$565.67.
9.7.7	UDF MTE Subloop	ICB	ICB	3		3	
9.8	Intentionally Left Blank						
9.9	Intentionally Left Blank						
	Unbundled Customer Controlled Rearrangement						Qwest proposes to delete this rate element and replace it with intentionally left blank.
9.9.1	DS1 Port	ICB	ICB	3		3	
9.9.2	DS3 Port	ICB	ICB	3		3	
9.9.3	Dial Up Access	ICB		3			Eschelon proposes to retain this rate element.
9.9.4	Attendant Access	ICB		3			
9.9.5	Virtual Ports		ICB	3		3	
9.10	Intentionally Left Blank						
9.11	Intentionally Left Blank						
9.12	Intentionally Left Blank						
9.13	Intentionally Left Blank						
9.14	Intentionally Left Blank						
9.15	Intentionally Left Blank						
9.16	Intentionally Left Blank						
9.17	Intentionally Left Blank						
9.18	Intentionally Left Blank						
9.19	Construction Charges						

Eschelon / Qwest Exhibit A
October 10, 2006

9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop							
9.19.1.1	Records Quote Preparation Fee			\$362.28			1	
9.19.1.2	Construction Quote Preparation Fee			\$900.24			1	
9.19.2	Construction of Network Capacity Facilities or Space for Access to or use of UNEs	ICB	ICB		3		3	
9.20	Miscellaneous Charges							
9.20.1	Additional Engineering, per Half Hour or fraction thereof							
9.20.1.1	Additional Engineering - Basic			\$34.40			12	Qwest proposes \$34.40.
				\$30.91				Eschelon proposes \$30.91.
9.20.1.2	Additional Engineering - Overtime			\$45.21			12	Qwest proposes \$45.21.
				\$38.22				Eschelon proposes \$38.22.
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof							
9.20.2.1	Additional Labor Installation - Overtime			\$14.86			12	Qwest proposes \$14.86.
				\$8.89				Eschelon proposes \$8.89.
9.20.2.2	Additional Labor Installation - Premium			\$19.81			12	Qwest proposes \$19.81.
				\$17.57				Eschelon proposes \$17.57.
9.20.3	Additional Labor Other, per Half Hour or fraction thereof							
9.20.3.1	Additional Labor Other - (Optional Testing) Basic			\$30.68			12	Qwest proposes \$30.68.
				\$26.94				Eschelon proposes \$26.94.
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime			\$40.84			12	Qwest proposes \$40.84.
				\$35.98				Eschelon proposes \$35.98.
9.20.3.3	Additional Labor Other - (Optional Testing) Premium			\$51.01			12	Qwest proposes \$51.01.
				\$45.03				Eschelon proposes \$45.03.
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof							
9.20.4.1	Testing and Maintenance - Basic			\$30.29			12	Qwest proposes \$30.29.
				\$28.62				Eschelon proposes \$28.62.
9.20.4.2	Testing and Maintenance - Overtime			\$40.72			12	Qwest proposes \$40.72.
				\$35.72				Eschelon proposes \$35.72.
9.20.4.3	Testing and Maintenance - Premium			\$51.14			12	Qwest proposes \$51.14.
				\$47.83				Eschelon proposes \$47.83.
9.20.5	Maintenance of Service, per Half Hour or fraction thereof							
9.20.5.1	Maintenance of Service - Basic			\$30.68			12	Qwest proposes \$30.68.
				\$26.94				Eschelon proposes \$26.94.
9.20.5.2	Maintenance of Service - Overtime			\$40.84			12	Qwest proposes \$40.84.
				\$35.98				Eschelon proposes \$35.98.
9.20.5.3	Maintenance of Service - Premium			\$51.01			12	Qwest proposes \$51.01.
				\$45.03				Eschelon proposes \$45.03.

Eschelon / Qwest Exhibit A
October 10, 2006

9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof								
9.20.6.1	Additional Cooperative Acceptance Testing - Basic			\$30.29			12	Qwest proposes \$30.29.	
				\$28.62				Eschelon proposes \$28.62.	
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime			\$40.72			12	Qwest proposes \$40.72.	
				\$35.72				Eschelon proposes \$35.72.	
9.20.6.3	Additional Cooperative Acceptance Testing - Premium			\$51.14			12	Qwest proposes \$51.14.	
				\$47.83				Eschelon proposes \$47.83.	
9.20.7	Intentionally Left Blank								
9.20.8	Intentionally Left Blank								
9.20.9	Additional Dispatch			\$128.56			12	Qwest proposes \$128.56.	
				\$63.63				Eschelon proposes \$63.63.	
9.20.10	Date Change			\$48.66			12	Qwest proposes \$48.66.	
				\$7.48				Eschelon proposes \$7.48.	
9.20.11	Design Change			\$103.10			12	Qwest does not agree with Eschelon's proposal.	
9.20.11.1	Design Change (Transport)			\$58.27			1	Eschelon proposes two new rate elements for Design Change, Design Change (Loop) and CFA Change, and interim rates for these elements.	
9.20.11.2	Design Change (Loop)			\$30.00			1		
9.20.11.3	CFA Change - 2/4 Wire Loop cutovers			\$5.00			1		
9.20.12	Expedite Charge			ICB			3	Qwest proposes ICB rate.	
				\$100			1	Eschelon proposes a rate of \$100.	
9.20.13	Cancellation Charge			ICB			3		
9.21	Intentionally Left Blank								
9.22	Intentionally Left Blank								
9.23	UNE Combinations								
9.23.1	Intentionally Left Blank								
9.23.2	Intentionally Left Blank								
9.23.3	Intentionally Left Blank								
9.23.4	Intentionally Left Blank								
9.23.5	Intentionally Left Blank								
9.23.6	Loop Mux Combo (LMC)								
9.23.6.1	Intentionally Left Blank								
	Interconnection Tie Pair								
	9.23.6.1.1 DS1		\$6.05				E		Qwest proposes deleting this rate element and replacing with Intentionally Left Blank.
	9.23.6.1.1.1 Manual			\$5.45			F, 13		
	9.23.6.1.1.2 Mechanized			\$5.45			F		

Eschelon / Qwest Exhibit A
October 10, 2006

9.23.6.1.2	DS3		\$36.35			E			Eschelon proposes Commission approved rates for ITP.
	9.23.6.1.2.1	Manual		\$5.45				F, 13	
	9.23.6.1.2.2	Mechanized		\$5.45				F	
9.23.6.2	Loop Mux, 2-Wire Analog, DSO								
	9.23.6.2.1	LMC 2-Wire Loop Installation							
		9.23.6.2.1.1	First		\$236.87			12	Qwest proposes \$236.87.
					\$118.12				Eschelon proposes \$118.12.
		9.23.6.2.1.2	Each Additional		\$153.92			12	Qwest proposes \$153.92.
					\$86.68				Eschelon proposes \$86.68.
	9.23.6.2.2	2-Wire Analog Loop (uses rates from 9.2.1.1)							
		9.23.6.2.2.1	Zone 1	\$13.95		C			
		9.23.6.2.2.2	Zone 2	\$25.20		C			
		9.23.6.2.2.3	Zone 3	\$56.21		C			
9.23.6.3	Loop Mux, 4-Wire Analog, DSO								
	9.23.6.3.1	LMC 4-Wire Loop Installation							
		9.23.6.3.1.1	First		\$236.87			12	Qwest proposes \$236.87.
					\$118.12				Eschelon proposes \$118.12.
		9.23.6.3.1.2	Each Additional		\$153.92			12	Qwest proposes \$153.92.
					\$86.68				Eschelon proposes \$86.68.
	9.23.6.3.2	4-Wire Analog Loop (uses rates from 9.2.1.3)							
		9.23.6.3.2.1	Zone 1	\$27.90		C			
		9.23.6.3.2.2	Zone 2	\$50.40		C			
		9.23.6.3.2.3	Zone 3	\$112.42		C			
9.23.6.4	Loop Mux, DS1								
	9.23.6.4.1	LMC DS1 Loop Installation							
		9.23.6.4.1.1	First		\$296.16			12	Qwest proposes \$296.16.
					\$155.41				Eschelon proposes \$155.41.
		9.23.6.4.1.2	Each Additional		\$214.82			12	Qwest proposes \$214.82.
					\$125.06				Eschelon proposes \$125.06.
	9.23.6.4.2	DS1 Capable Loop (uses rates from 9.2.3.3)		\$87.37		C			
9.23.6.5	Private Line / Special Access to LMC Conversion				\$38.18			12	Qwest proposes \$38.18.
					\$16.72				Eschelon proposes \$16.72.
9.23.6.6	Intentionally Left Blank LMC Multiplexing								Qwest proposes to replace LMC Multiplexing rates with Intentionally Left Blank. Eschelon proposes to use the ordered RC LMC Multiplexing rates, and Qwest proposed NRC Multiplexing Rates.
	9.23.6.6.1	DS1 to DS0		\$212.76	\$189.94	E		12	
	9.23.6.6.2	DS3 to DS1		\$203.54	\$189.94	E		12	

Eschelon / Qwest Exhibit A
October 10, 2006

9.23.6.7	DS0 Channel Performance							
9.23.6.7.1	Intentionally Left Blank							
9.23.6.7.2	DS1 / DS0 Low Side Channelization	\$8.27			12		Qwest proposes \$8.27.	
		\$7.09					Eschelon proposes \$7.09.	
9.23.6.8	LMC Rearrangement							
9.23.6.8.1	DS0			\$136.41		1	Qwest proposes \$136.41.	
				\$97.21			Eschelon proposes \$97.21.	
9.23.6.8.2	High Capacity			\$154.83		1	Qwest proposes \$154.83.	
				\$97.62			Eschelon proposes \$97.62.	
9.23.7	Enhanced Extended Loop (EEL)						Qwest added EEL Loop to the installation. What does this mean?	
9.23.7.1	EEL Loop, DS0 2-Wire Analog							
9.23.7.1.1	EEL 2-Wire Loop Installation							
9.23.7.1.1.1	First			\$256.99		12	Qwest proposes \$256.99.	
				\$117.98			Eschelon proposes \$117.98.	
9.23.7.1.1.2	Each Additional			\$188.96		12	Qwest proposes \$188.96.	
				\$86.40			Eschelon proposes \$86.40.	
9.23.7.1.2	2-Wire Analog Loop (uses rates from 9.2.1.1)							
9.23.7.1.2.1	Zone 1	\$13.95					C	
9.23.7.1.2.2	Zone 2	\$25.20					C	
9.23.7.1.2.3	Zone 3	\$56.21					C	
9.23.7.2	EEL Loop, DS0 4-Wire Analog							
9.23.7.2.1	EEL 4-Wire Loop Installation							
9.23.7.2.1.1	First			\$256.99		12	Qwest proposes \$256.99.	
				\$117.98			Eschelon proposes \$117.98.	
9.23.7.2.1.2	Each Additional			\$188.96		12	Qwest proposes \$188.96.	
				\$86.40			Eschelon proposes \$86.40.	
9.23.7.2.2	4-Wire Analog Loop (uses rates from 9.2.1.3)							
9.23.7.2.2.1	Zone 1	\$27.90					C	
9.23.7.2.2.2	Zone 2	\$50.40					C	
9.23.7.2.2.3	Zone 3	\$112.42					C	
9.23.7.3	EEL Loop, DS1							
9.23.7.3.1	EEL DS1 Loop Installation							
9.23.7.3.1.1	First			\$312.13		12	Qwest proposes \$312.13.	
				\$140.02			Eschelon proposes \$140.02.	
9.23.7.3.1.2	Each Additional			\$230.79		12	Qwest proposes \$230.79.	
				\$103.65			Eschelon proposes \$103.65.	
9.23.7.3.2	DS1 Capable Loop (uses rates from 9.2.3.3)	\$87.37					C	
9.23.7.4	EEL Loop, DS3							

Eschelon / Qwest Exhibit A
October 10, 2006

9.23.7.4.1	EEL DS3 Loop Installation											
9.23.7.4.1.1	First										12	Qwest proposes \$336.09.
												Eschelon proposes \$148.53.
9.23.7.4.1.2	Each Additional										12	Qwest proposes \$254.75.
												Eschelon proposes \$112.75.
9.23.7.4.2	DS3 Capable Loop (uses rates from 9.2.3.4)	\$363.42							C			
9.23.7.5	Intentionally Left Blank											
9.23.7.6	Private Line / Special Access to EEL Conversion										12	Qwest proposes \$38.18.
												Eschelon proposes \$16.72.
9.23.7.7	EEL Rearrangement											
9.23.7.7.1	DS0										1	Qwest proposes \$136.41.
												Eschelon proposes \$97.21.
9.23.7.7.2	High Capacity										1	Qwest proposes \$154.83.
												Eschelon proposes \$97.62.
9.23.7.8	EEL Transport											
9.23.7.8.1	DS0 (Recurring Fixed & per Mile) (uses rates from 9.6.1)											+++++
9.23.7.8.1.1	Over 0 to 8 Miles	\$19.74	\$0.09					E	E			
9.23.7.8.1.2	Over 8 to 25 Miles	\$19.74	\$0.08					E	E			
9.23.7.8.1.3	Over 25 to 50 Miles	\$19.74	\$0.11					E	E			
9.23.7.8.1.4	Over 50 Miles	\$19.74	\$0.08					E	E			
9.23.7.8.2	DS1 (Recurring Fixed & per Mile) (uses rates from 9.6.2)											+++++
9.23.7.8.2.1	Over 0 to 8 Miles	\$37.94	\$0.49					E	E			
9.23.7.8.2.2	Over 8 to 25 Miles	\$37.94	\$0.85					E	E			
9.23.7.8.2.3	Over 25 to 50 Miles	\$37.94	\$1.16					E	E			
9.23.7.8.2.4	Over 50 Miles	\$34.94	\$1.17					E	E			
9.23.7.8.3	DS3 (Recurring Fixed & per Mile) (uses rates from 9.6.3)											+++++
9.23.7.8.3.1	Over 0 to 8 Miles	\$253.13	\$9.95					E	E			
9.23.7.8.3.2	Over 8 to 25 Miles	\$253.13	\$10.19					E	E			
9.23.7.8.3.3	Over 25 to 50 Miles	\$253.13	\$14.27					E	E			
9.23.7.8.3.4	Over 50 Miles	\$253.13	\$21.11					E	E			
9.23.7.9	Intentionally Left Blank											
9.23.7.10	EEL Multiplexing											
9.23.7.10.1	DS1 to DS0	\$212.76							E		12	
9.23.7.10.2	DS3 to DS1	\$203.54							E		12	
9.23.7.11	EEL DS0 Channel Performance (uses rates from 9.6.7)											

Eschelon / Qwest Exhibit A
October 10, 2006

9.23.7.11.1	DS0 Low Side Channelization	\$14.50			12			Qwest proposes \$14.50.
		\$10.89						Eschelon proposes \$10.89.
9.23.7.11.2	DS1 / DS0 Low Side Channelization	\$8.27			12			Qwest proposes \$8.27.
		\$7.09						Eschelon proposes \$7.09.
9.23.7.11.3	DS0 Channel Cards							
9.23.7.11.3.1	Code Select Ringdown	\$0.00	\$0.00		E		F	
9.23.7.11.3.2	Manual Ringdown	\$0.00	\$0.00		E		F	
9.23.7.11.3.3	Loop Start Signaling - Type LA	\$0.00	\$0.00		E		F	
9.23.7.11.3.4	Loop Start Signaling - Type LB	\$0.00	\$0.00		E		F	
9.23.7.11.3.5	Loop Start Signaling - Type LC	\$0.00	\$0.00		E		F	
9.23.7.11.3.6	Loop Start Signaling - Type LO	\$0.00	\$0.00		E		F	
9.23.7.11.3.7	Auto Ringdown	\$0.00	\$0.00		E		F	
9.23.7.11.3.8	Loop Start Signaling - Type LS	\$0.00	\$0.00		E		F	
9.23.7.11.3.9	No Signaling	\$0.00	\$0.00		E		F	
9.23.7.11.3.10	E & M Signaling	\$0.00	\$0.00		E		F	
9.23.7.11.3.11	Ground Start Signaling	\$0.00	\$0.00		E		F	
9.23.7.12	Concentration Capability	ICB			3			
10.0 Ancillary Services								
10.1 Local Number Portability								
10.1.1	LNP Queries	See FCC Tariff #1 Section 20.3.1 & 20	See FCC Tariff #1 Section 20.3.1 & 20		4		4	
10.1.2	LNP Managed Cuts							
10.1.2.1	Standard Managed Cuts, per Person, per Half Hour		\$27.74				12	
10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour		\$35.90				12	
10.1.2.3	Premium Managed Cuts, per Person, per Half Hour		\$44.07				12	
10.2 911 / E911								
10.2.1	911 / E911	No Charge	No Charge					
10.3 White Pages Directory Listings, Facility Based Providers								
10.3.1	Primary Listing	No Charge	No Charge					
10.3.2	Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount	General Exchange Tariff Rate, Less Wholesale Discount					
10.4 Directory Assistance, Facility Based Providers								
10.4.1	Local Directory Assistance, per Call	\$0.33			B			
10.4.2	National Directory Assistance, per Call	\$0.42			2			
10.4.3	Call Branding, Set-Up and Recording		\$35,000.00				2	
10.4.4	Loading Brand, per Switch		\$500.00				2	
10.4.5	Call Completion / Call Completion Link, per Call	\$0.09			2			
10.4.6	Intercept - Machine Handled, per Occurrence	\$0.021			C			
10.4.7	Intercept - Operator Handled, per Occurrence	\$0.14			C			
10.5 Directory Assistance List Information								

Eschelon / Qwest Exhibit A
October 10, 2006

10.5.1	Initial Database Load, per Record	\$0.04			2		
10.5.2	Reload of Database, per Record	\$0.04			2		
10.5.3	Daily Updates, per Listing	\$0.05			2		
10.5.4	One-Time Set-Up Fee, per Hour			\$112.51		2	
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission, per Record Transmitted	\$0.0020			2		
10.6	Toll and Assistance Operator Services, Facility Based Providers						
10.6.1	Option A - Per Message						
10.6.1.1	Operator Handled Basic Calling Card	\$0.24			A		
10.6.1.2	Machine Handled Calling Card	\$0.60			2		
10.6.1.3	Station Call (including Connect to DA)	\$0.46			A		
10.6.1.4	Person to Person Call	\$2.07			A		
10.6.1.5	Connect to Directory Assistance	\$0.75			2		
10.6.1.6	Busy Line Verify, per Call	\$0.67			A		
10.6.1.7	Busy Line Interrupt	\$0.82			A		
10.6.1.8	Operator Assistance, per Call	\$0.50			2		
10.6.2	Option B - Per Operator Work Second and Computer Handled Calls						
10.6.2.1	Operator Handled, per Operator Work Second	\$0.0280			2		
10.6.2.2	Machine Handled, per Call	\$0.25			2		
10.6.2.3	Call Branding, Set-Up & Recording			\$10,500.00		2	
10.6.2.4	Loading Brand, per Switch			\$800.00		2	
10.7	Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
10.7.1	Pole Inquiry Fee, per Inquiry			\$356.68		12	
10.7.2	Innerduct Inquiry Fee, per Inquiry			\$243.80		12	
10.7.3	ROW Inquiry Fee, per Inquiry			\$395.56		12	
10.7.4	ROW Document Preparation Fee			\$128.32		12	
10.7.5	Field Verification Fee, per Pole			\$21.39		12	
10.7.6	Field Verification Fee, per Manhole			\$199.30		12	
10.7.7	Planner Verification, per Manhole			\$17.25		12	
10.7.8	Manhole Verification Inspector, per Manhole			\$96.24		12	
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$256.65		12	
10.7.10	Transfer of Responsibility			\$111.57		12	
10.7.11	Pole Attachment Fee, per Pole Attachment, per Year						
10.7.11.1	Urban	\$6.27			4		
10.7.11.2	Non-Urban	\$9.50			4		
10.7.12	Innerduct Occupancy Fee, per Linear Foot, per Year	\$0.4099			4		Qwest proposes \$0.4099.
		\$0.3102					Eschelon proposes \$0.3102.
10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.4681			1		Qwest proposes \$0.4681.
		\$0.2645					Eschelon proposes \$0.2645.
10.7.13	Access Agreement Consideration			\$10.00		1, 2	
10.7.14	Make Ready			ICB		3	
12.0	Operational Support Systems						
12.1	Development and Enhancements, per Order			No Charge At This Time		11	
12.2	Ongoing Maintenance, per Order			No Charge At This Time		11	

Eschelon / Qwest Exhibit A
October 10, 2006

12.3	Daily Usage Record File, per Record	No Charge At This Time			11		
12.4	Trouble Isolation Charge		See 9.20.5				
17.0 Bona Fide Request Process							
17.1	Processing Fee		\$1933.44		12		Qwest proposes \$1933.44.
			\$1666.60				Eschelon proposes \$1666.60.

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:

- A: UM 844 (Order No. 97-239)
- B: UM 962 (Order No. 02-821)
- C: UM 773 (Order No. 02-355)
- D: UT 148/UM 963 (Order No. 00-481)
- E: UT 138 Ph II Recurring (Order No. 02-164)
- F: UT 138 Ph III Nonrecurring (Order No. 03-085)
- G: UT 119 (Order 96-079)

- # Voluntary Rate Reduction Docket UM 973. Reductions reflected in the 12/3/02 Exhibit A.
- + Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.

+++ Negotiated rate for the term of the ICA.

+++++ The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.

- [1] Rates not approved in cost docket.
- [2] Market-based rates
- [3] ICB, Individual Case Basis pricing.
- [4] Rates per FCC Guidelines.
- [5] Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.
- [6] For services where volume and term discounts apply to retail customers, the wholesale discount rate offered shall be the greater of 17% or the discounted retail percentage plus 8.5%. This is pursuant Commission order in Docket UM 962, Order Number 02-821.
- [7] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job.
- [8] Intentionally Left Blank
- [9] Intentionally Left Blank
- [10] Intentionally Left Blank
- [11] Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a future cost proceeding.
- [12] Rates proposed in UM 1025. Rates not approved in cost docket.
- [13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.



Service Performance Indicator Definitions (PID)

14-State 271 PID Version 8.1

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 8.1

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

Qwest's Service Performance Indicator Definitions

Table of Contents

ELECTRONIC GATEWAY AVAILABILITY	1
GA-1 – Gateway Availability – IMA-GUI	1
GA-2 – Gateway Availability – IMA-EDI	2
GA-3 – Gateway Availability – EB-TA	3
GA-4 – System Availability – EXACT	4
GA-6 – Gateway Availability – GUI -- Repair.....	5
GA-7 – Timely Outage Resolution following Software Releases	6
PRE-ORDER/ORDER	7
PO-1 – Pre-Order/Order Response Times	7
PO-2 – Electronic Flow-through	10
PO-3 – LSR Rejection Notice Interval	12
PO-4 – LSRs Rejected	13
PO-5 – Firm Order Confirmations (FOCs) On Time	14
PO-6 – Work Completion Notification Timeliness.....	17
PO-7 – Billing Completion Notification Timeliness	18
PO-8 – Jeopardy Notice Interval	20
PO-9 – Timely Jeopardy Notices.....	21
PO-15 – Number of Due Date Changes per Order	22
PO-16 – Timely Release Notifications	23
PO-19 – Stand-Alone Test Environment (SATE) Accuracy.....	25
PO-20 (Expanded) – Manual Service Order Accuracy	28
ORDERING AND PROVISIONING	35
OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center.....	35
OP-3 – Installation Commitments Met.....	36
OP-4 – Installation Interval	39
OP-5 – New Service Quality.....	42
OP-6 – Delayed Days.....	47
OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop	50
OP-8 – Number Portability Timeliness	51
OP-13 – Coordinated Cuts On Time – Unbundled Loop	52
OP-15 – Interval for Pending Orders Delayed Past Due Date.....	54
OP-17 – Timeliness of Disconnects associated with LNP Orders	57
MAINTENANCE AND REPAIR	59
MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center.....	59
MR-3 – Out of Service Cleared within 24 Hours.....	60
MR-4 – All Troubles Cleared within 48 hours	62
MR-5 – All Troubles Cleared within 4 hours	64
MR-6 – Mean Time to Restore	66
MR-7 – Repair Repeat Report Rate	69
MR-8 – Trouble Rate.....	72
MR-9 – Repair Appointments Met	75
MR-10 – Customer and Non-Qwest Related Trouble Reports	76
MR-11 – LNP Trouble Reports Cleared within 24 Hours.....	78
BILLING	80
BI-1 – Time to Provide Recorded Usage Records	80

Table of Contents (continued)

BI-2 – Invoices Delivered within 10 Days81
BI-3 – Billing Accuracy – Adjustments for Errors82
BI-4 – Billing Completeness83
DATABASE UPDATES84
DB-1 – Time to Update Databases.....84
DB-2 – Accurate Database Updates86
DIRECTORY ASSISTANCE87
DA-1 – Speed of Answer – Directory Assistance87
OPERATOR SERVICES88
OS-1 – Speed of Answer – Operator Services88
NETWORK PERFORMANCE89
NI-1 – Trunk Blocking89
NP-1 – NXX Code Activation91
COLLOCATION93
CP-1 – Collocation Completion Interval.....93
CP-2 – Collocations Completed within Scheduled Intervals96
CP-3 – Collocation Feasibility Study Interval.....99
CP-4 – Collocation Feasibility Study Commitments Met100
DEFINITION OF TERMS101
GLOSSARY OF ACRONYMS105
APPENDIX A107
Feature Detail.....107

Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

Purpose: Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.	
Description: GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input. <ul style="list-style-type: none"> • Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI. <ul style="list-style-type: none"> • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results	Disaggregation Reporting: Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system
Formula: $\left(\frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]}} \right) \times 100$	
Exclusions: None	
Product Reporting: None	Standard: 99.25 percent
Availability: <div style="text-align: center;">Available</div>	Notes:

GA-2 – Gateway Availability – IMA-EDI

Purpose:	
Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
Description:	
Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> • Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results	Disaggregation Reporting: Region-wide level. (See GA-1D for reporting of SIA system availability.)
Formula:	
$([\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]) \times 100$	
Exclusions: None	
Product Reporting: None	Standard: 99.25 percent
Availability: Available	Notes:

GA-3 – Gateway Availability – EB-TA

Purpose: Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
Description: Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results	Disaggregation Reporting: Region-wide level.
Formula: $\left(\frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$	
Exclusions: None	
Product Reporting: None	Standard: 99.25 percent
Availability: Available	Notes:

GA-4 – System Availability – EXACT

Purpose: Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
Description: Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results	Disaggregation Reporting: Region-wide level.
Formula: $\left(\frac{\text{[Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$	
Exclusions: None	
Product Reporting: None	Standard: 99.25 percent
Availability: Available	Notes:

GA-6 – Gateway Availability – GUI -- Repair

Purpose:	
Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
Description:	
Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> • Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate results	Disaggregation Reporting: Region-wide level.
Formula:	
[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100	
Exclusions: None	
Product Reporting: None	Standard: 99.25 percent
Availability: Available	Notes:

GA-7 – Timely Outage Resolution following Software Releases

Purpose: Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.	
Description: <ul style="list-style-type: none"> Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved ^{NOTE 1} within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider. Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, & Tracking (EXACT) ^{NOTE 2}, Electronic Bonding– Trouble Administration (EB -TA) ^{NOTE 3} An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest’s ability to serve its customers or data loss ^{NOTE 4} on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. The outage resolution time interval considered in this measurement starts at the time Qwest’s monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered. 	
Reporting Period: Monthly	Unit of Measure: Percent
Reporting Comparisons: CLEC Aggregate	Disaggregation Reporting: Region-wide level.
Formula: [(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage) ÷ (Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)] x 100	
Exclusions: <ul style="list-style-type: none"> Outages in releases prior to any CLEC migrating to the release. Duplicate reports attributable to the same software defect. 	
Product Reporting: None	Standards: Volume = 1-20: 1 miss Volume > 20: 95%
Availability: Available	Notes: <ol style="list-style-type: none"> “Resolved” means that service is restored to the reporting CLEC, as experienced by the CLEC. EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement. Outages reported under EB-TA are the same as outages in MEDIACC. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose: Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.	
Description: PO-1A & PO-1B: Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface. <ul style="list-style-type: none">• Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.• The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.• A query is an individual request for the specified type of information. PO-1C: <ul style="list-style-type: none">• Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response. PO-1D: <ul style="list-style-type: none">• Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. <small>NOTE 1</small>	
Reporting Period: One month	Unit of Measure: PO-1A, PO-1B, & PO-1D: Seconds PO-1C: Percent

PO-1 – Pre-Order/Order Response Times (continued)

<p>Reporting Comparisons: CLEC aggregate.</p>	<p>Disaggregation Reporting: Region-wide level. Results are reported as follows: PO-1A Pre-Order/Order Response Time for IMA-GUI PO-1B Pre-Order/Order Response Time for IMA-EDI</p> <p>Results are reported separately for each of the following transaction types: ^{NOTE 2}</p> <ol style="list-style-type: none"> 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools ^{NOTE 3} 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment ^{NOTE 4} 10. Meet Point Inquiry ^{NOTE 5} <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> 1. Percent of Preorder Transactions that Timeout IMA-GUI 2. Percent of Preorder Transactions that Timeout IMA-EDI <p>PO-1D Results for PO-1D will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> 1. Rejected Response Times for IMA-GUI 2. Rejected Response Times for IMA-EDI
<p>Formula:</p> <p>PO-1A & PO-1B = $\frac{\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]}{(\text{Number of Queries Submitted in Reporting Period})}$</p> <p>PO-1C = $\frac{[(\text{Number of IRTM Queries measured by PO-1A \& 1B that Timeout before receiving response}) \div (\text{Number of IRTM Queries Transmitted in Reporting Period})] \times 100}{1}$</p> <p>PO-1D = $\frac{\sum[(\text{Rejected Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]}{(\text{Number of Rejected Query Transactions Simulated by IRTM})}$</p>	
<p>Exclusions:</p> <p>PO-1A & PO-1B:</p> <ul style="list-style-type: none"> • Rejected requests/errors, and timed out transactions <p>PO-1C:</p> <ul style="list-style-type: none"> • Rejected requests and errors <p>PO-1D:</p> <ul style="list-style-type: none"> • Timed out transactions 	

PO-1 – Pre-Order/Order Response Times (continued)

<p>Product Reporting: None</p>	<p>Standards: Total Response Time:</p> <ol style="list-style-type: none"> 1. Appointment Scheduling 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools <small>NOTE 3</small> 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment 10. Meet Point Inquiry 	<p>IMA-GUI</p> <p><10 seconds <25 seconds <25 seconds⁶ <10 seconds <12.5 seconds⁶ <10 seconds ≤ 20 seconds⁷ ≤ 20 seconds⁷ ≤ 25 seconds ≤ 30 seconds</p>	<p>IMA-EDI</p> <p><10 seconds <25 seconds <25 seconds⁶ <10 seconds <12.5 seconds⁶ <10 seconds ≤ 20 seconds ≤ 20 seconds ≤ 25 seconds ≤ 30 seconds</p>
	<p>PO-1C-1 PO-1C-2</p>	<p>0.5% 0.5%</p>	
	<p>PO-1D-1 & 2</p>	<p>Diagnostic</p>	
<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none"> 1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes. 2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. 3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 4. Results based on Connecting Facility Assignment by Unit Query. 5. Results based on meet Point Query, POTS Splitter option for Shared loops. 6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines. 7. Benchmark applies to response time only. Request time and Total time will also be reported. 		

PO-2 – Electronic Flow-through

<p>Purpose: Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.</p>	
<p>Description: PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention. <ul style="list-style-type: none"> Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below. PO-2B – Measures the percentage of all flow-through-eligible LSRs ^{NOTE 1} that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below. </p>	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC</p>	<p>Disaggregation Reporting: Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: 1 LSRs received via IMA-GUI 2 LSRs received via IMA-EDI *CO also reports an aggregate of IMA-GUI and IMA-EDI results.</p>
<p>Formula: PO-2A = $[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100$ PO-2B = $[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100$</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> Rejected LSRs and LSRs containing CLEC-caused non-fatal errors. Non-electronic LSRs (e.g., via fax or courier). Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) Invalid start/stop dates/times. 	

PO-2 – Electronic Flow-through (continued)

<p>Product Reporting:</p> <ul style="list-style-type: none"> • Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability • UNE-P (POTS) and UNE-P (Centrex 21) • Line Sharing 	<p>Standards:</p> <p>PO-2A: CO: CO PO-2B benchmarks minus 10 percent ^{NOTE 2} All Other States: Diagnostic</p> <p>PO-2B: ^{NOTE 2}</p> <table border="1" data-bbox="618 415 1385 583"> <tr> <td>Resale:</td> <td>95%</td> </tr> <tr> <td>Unbundled Loops:</td> <td>85%</td> </tr> <tr> <td>LNP:</td> <td>95%</td> </tr> <tr> <td>UNE-P (POTS & Centrex 21):</td> <td>95%</td> </tr> <tr> <td>Line Sharing:</td> <td>Diagnostic ^{NOTE 3}</td> </tr> </table>	Resale:	95%	Unbundled Loops:	85%	LNP:	95%	UNE-P (POTS & Centrex 21):	95%	Line Sharing:	Diagnostic ^{NOTE 3}
Resale:	95%										
Unbundled Loops:	85%										
LNP:	95%										
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic ^{NOTE 3}										
<p>Availability: Available (except as follows):</p> <p>Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report.</p> <p>Line Sharing – beginning with Jul 04 data on the Aug 04 report</p>	<p>Notes:</p> <ol style="list-style-type: none"> 1. The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process. 2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result). 3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues. 										

PO-3 – LSR Rejection Notice Interval

Purpose: Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.	
Description: Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> • Includes all LSRs submitted through the specified interface that are rejected during the reporting period. • Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR. • Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR. • With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. 	
Reporting Period: One month	Unit of Measure: PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs.
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> • PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide • PO-3A -2, LSRs received via IMA-GUI and auto-rejected: Region wide • PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide • PO-3B -2, LSRs received via IMA-EDI and auto-rejected: Region wide • PO-3C, LSRs received via facsimile: Statewide
Formula: $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice\ transmittal) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$	
Exclusions: <ul style="list-style-type: none"> • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. • Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) • Invalid start/stop dates/times. 	
Product Reporting: Not applicable (reported by ordering interface).	Standards: <ul style="list-style-type: none"> • PO-3A-1 and -3B-1: ≤ 12 business hours • PO-3A -2 and -3B -2: ≤ 18 seconds • PO-3C: ≤ 24 work week clock hours
Availability: <p style="text-align: center;">Available</p>	Notes:

PO-4 – LSRs Rejected

<p>Purpose: Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.</p>	
<p>Description: Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> • Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period. • Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent of LSRs</p>
<p>Reporting Comparisons: CLEC aggregate and individual CLEC results</p>	<p>Disaggregation Reporting: Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide PO-4C LSRs received via facsimile – Statewide
<p>Formula: [(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. • Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) • Invalid start/stop dates/times. 	
<p>Product Reporting: Not applicable (reported by ordering interface).</p>	<p>Standard: Diagnostic</p>
<p>Availability: Available</p>	<p>Notes:</p>

PO-5 – Firm Order Confirmations (FOCs) On Time

<p>Purpose: Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p>Description: Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> • Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.) • For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest’s response with a FOC notification (notification date and time). • For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest’s response with a FOC notification (notification date and time). • “Fully electronic” LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. ^{NOTE 2} • “Electronic/manual” LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing. • “Manual” LSRs are received manually (via facsimile) and processed manually. • ASRs are measured only in business days. • LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate and individual CLEC results</p>	<p>Disaggregation Reporting: Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> • PO-5A:* FOCs provided for <u>fully electronic</u> LSRs received via: <ul style="list-style-type: none"> – PO-5A-1 IMA-GUI – PO-5A-2 IMA-EDI • PO-5B:* FOCs provided for <u>electronic/manual</u> LSRs received via: <ul style="list-style-type: none"> – PO-5B-1 IMA-GUI – PO-5B-2 IMA-EDI • PO-5C:* FOCs provided for <u>manual</u> LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP
<p>Formula: $PO-5A = \{[\text{Count of LSRs for which the original FOC's "(FOC Notification Date \& Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$ $PO-5B, 5C, \& 5D = \{[\text{Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date \& Time) - (Application Date \& Time)" is within the intervals specified for the service category involved}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100$</p>	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be [projects](#).
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:	Standards:	
<ul style="list-style-type: none"> • For PO-5A, -5B and -5C: (a) Resale services UNE-P (POTS) and UNE-P Centrex (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP • For PO-5D: LIS Trunks. 	<ul style="list-style-type: none"> • For PO-5A (all): 	95% within 20 minutes ^{NOTE 2}
	<ul style="list-style-type: none"> • For PO-5B (all): 	90% within standard FOC intervals (specified below)
	<ul style="list-style-type: none"> • For PO-5C (manual): 	90% within standard FOC intervals specified below PLUS 24 hours ^{NOTE 3}
	<ul style="list-style-type: none"> • For PO-5D (LIS Trunks): 	85% within eight business days
	<u>Standard FOC Intervals for PO-5B and PO-5C</u>	
	Product Group ^{NOTE 1}	FOC Interval
	Resale	
	Residence and Business POTS	1-39 lines
	ISDN-Basic	1-10 lines
	– Conversion As Is	
	– Adding/Changing features	
	– Add primary directory listing to established loop	
	– Add call appearance	
	Centrex Non-Design	1-19 lines
	with no Common Block Configuration	
	Centrex line feature changes/adds/removals (all)	
	LNP	1-24 lines
	Unbundled Loops	1-24 loops
	2/4 Wire analog	
	DS3 Capable	
	Sub-loop	1-24 sub-loops
	[included in Product Reporting group (b)]	
	Line Sharing/Line Splitting/Loop Splitting	1-24 shared loops
	[included in Product Reporting group (b)]	
	Unbundled Network Element–Platform (UNE-P POTS)	1 – 39 lines

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	48 hours
	LNP 25-49 lines	
	Enhanced Extended Loops (EELs) [included in Product Reporting group (b)] DS1 1-24 circuits	
	Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	72 hours
	UNE-P Centrex 1-10 lines	
	UNE-P Centrex 21 1-10 lines	
	Unbundled Loops with Facility Check ^(NOTE 2, 3) 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	Resale ISDN-PRI (Trunks) 1-12 trunks	96 hours
	For PO-5D: LIS Trunks 1-240 trunk circuits	8 business days
	Availability: Available	Notes: 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

PO-6 – Work Completion Notification Timeliness

<p>Purpose: To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.</p>			
<p>Description: PO-6A & 6B:</p> <ul style="list-style-type: none"> Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below. The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor. The end time is when the electronic order completion notice is made available (IMA-GUI) ^{NOTE 1} or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete. With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. 			
<table border="1"> <tr> <td>Reporting Period: One month</td> <td>Unit of Measure: PO-6A - 6B: Hrs:Mins</td> </tr> </table>		Reporting Period: One month	Unit of Measure: PO-6A - 6B: Hrs:Mins
Reporting Period: One month	Unit of Measure: PO-6A - 6B: Hrs:Mins		
<p>Reporting Comparisons: CLEC aggregate and individual CLEC results.</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> PO-6A Notices transmitted via IMA-GUI PO-6B Notices transmitted via IMA-EDI 		
<p>Formula: <u>For completion notifications generated from LSRs received via IMA-GUI:</u> $PO-6A = \frac{\Sigma((\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor}))}{(\text{Number of completion notifications made available in reporting period})}$ <u>For completion notifications generated from LSRs received via IMA-EDI:</u> $PO-6B = \frac{\Sigma((\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.}))}{(\text{Number of completion notifications transmitted in reporting period})}$ </p>			
<p>Exclusions: PO – 6A & 6B:</p> <ul style="list-style-type: none"> Records with invalid completion dates. LSRs submitted manually (e.g., via facsimile). ASRs submitted via EXACT. 			
<table border="1"> <tr> <td>Product Reporting: PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</td> <td>Standard: 6 hours</td> </tr> </table>		Product Reporting: PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	Standard: 6 hours
Product Reporting: PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	Standard: 6 hours		
<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none"> The time a notice is “made available” via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function. 		

PO-7 – Billing Completion Notification Timeliness

<p>Purpose: To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five business days.</p>	
<p>Description: PO-7A & 7B:</p> <ul style="list-style-type: none"> This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below. Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC. <ul style="list-style-type: none"> The time a notice is “made available” via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window. The time a notice is “transmitted” via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI. The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR. Intervals counted in the numerator of these measurements are those that are five business days or less. <p>PO-7C:</p> <ul style="list-style-type: none"> This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below. Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system. The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system. Intervals counted in the numerator of this measurement are those that are five business days or less. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> PO-7A Notices made available via IMA-GUI PO-7B Notices transmitted via IMA-EDI PO-7C Billing system posting completions for Qwest Retail
<p>Formula: <u>For wholesale service orders Qwest generates for LSRs received via IMA:</u></p> <p>PO-7A = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)</p> <p>PO-7B = (Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices transmitted during the reporting period)</p> <p><u>For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):</u></p> <p>PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)</p>	

PO-7 – Billing Completion Notification Timeliness (continued)

<p>Exclusions: PO-7A, 7B & 7C</p> <ul style="list-style-type: none"> • Services that are not billed through CRIS, e.g. Resale Frame Relay. • Records with invalid completion dates. <p>PO-7A & 7B</p> <ul style="list-style-type: none"> • LSRs submitted manually. • ASRs submitted via EXACT. 	
<p>Product Reporting: Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</p>	<p>Standard: PO-7A and -7B: Parity with PO-7C</p>
<p>Availability: Available</p>	<p>Notes:</p>

PO-8 – Jeopardy Notice Interval

Purpose: Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).	
Description: Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. <ul style="list-style-type: none"> Includes all orders completed in the reporting period that received jeopardy notifications. 	
Reporting Period: One month	Unit of Measure: Average Business days ^{NOTE 1}
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	Disaggregation Reporting: Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
Formula: $[\sum(\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification}) \div \text{Total orders completed in the reporting period that received jeopardy notification}]$	
Exclusions: <ul style="list-style-type: none"> Jeopardies done after the original due date is past. 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. 	
Product Reporting: <ul style="list-style-type: none"> A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS) 	Standards: <ul style="list-style-type: none"> A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) services D Parity with Retail POTS
Availability: Available	Notes: 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose: When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.	
Description: Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity. Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	Disaggregation Reporting: Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
Formula: $\left[\frac{\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}}{\text{Total number of missed due date orders completed in the reporting period}} \right] \times 100$	
Exclusions: <ul style="list-style-type: none"> Orders missed for customer reasons. Records with invalid product codes. 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. 	
Product Reporting: <ul style="list-style-type: none"> A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS) 	Standards: <ul style="list-style-type: none"> A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) Services D Parity with Retail POTS
Availability: <p style="text-align: center;">Available</p>	Notes:

PO-15 – Number of Due Date Changes per Order

Purpose: To evaluate the extent to which Qwest changes due dates on orders.	
Description: Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing inward activity. Counts all due date changes made for Qwest reasons following assignment of the original due date. 	
Reporting Period: One month	Unit of Measure: Average Number of Due Date Changes
Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest retail results.	Disaggregation Reporting: Statewide level.
Formula: $\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$	
Exclusions: <ul style="list-style-type: none"> Customer requested due date changes. 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. 	
Product Reporting: None	Standard: Diagnostic
Availability: Available	Notes:

PO-16– Timely Release Notifications

Purpose:

Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at <http://www.qwest.com/wholesale/cmp/whaticmp.html>.

Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. ^{NOTE 1}
 - Release notices measured are:
 - Draft Technical Specifications (for App to App interfaces only);
 - Final Technical Specifications (for App to App interfaces only);
 - Draft Release Notices (for IMA-GUI interfaces only);
 - Final Release Notices (for IMA-GUI interfaces only); and
 - OSS Interface Retirement Notices. ^{NOTE 2}
 - For the following OSS interfaces:
 - IMA-GUI, IMA-EDI;
 - CEMR;
 - Exchange Access, Control, & Tracking (EXACT); ^{NOTE 3}
 - Electronic Bonding - Trouble Administration (EB -TA); ^{NOTE 4}
 - IABS and CRIS Summary Bill Outputs; ^{NOTE 5}
 - Loss and Completion Records; ^{NOTE 5}
 - New OSS interfaces (for introduction notices only.) ^{NOTE 6}
 - Also included are notifications for connectivity or system function changes to Resale Product Database.
 - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
 - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
 - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
 - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. ^{NOTE 7}
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate

Disaggregation Reporting: Region-wide level.

Formula:

$$[(\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)} \div \text{Total number of required release notifications for specified OSS interface changes within reporting period})] \times 100$$

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

PO-16 Timely Release Notifications (continued)

Product Reporting: None	Standards: Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications
Availability: Available	Notes: <ol style="list-style-type: none"> 1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice." 3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. The intervals used to determine timeliness are based on CMP guidelines.

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:

Evaluates Qwest’s ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

Description:

PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
 - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
 - The transactions strict adherence to business rules published in Qwest’s most current IMA EDI Disclosure Documentation for each release and the associated Addenda.^{NOTE 1}
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
 - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five [business days](#) of the numbered release being originally installed in SATE. This five-business day period will be referred to as the “Testing Window.”
 - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15th, or the nearest working day to the 15th of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
 - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release’s EDI disclosure document and developer worksheets related to the IMA release being tested.
 - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
 - Test transactions consist of a defined suite of Product/Activity combinations. Qwest’s three regions will be represented.^{NOTE 2}
 - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications.^{NOTE 3}

Reporting Period:

PO-19A -- One month

PO-19B: -- One month (for those months in

Unit of Measure:

Percent

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

<p>which release-related test transactions are completed)</p>	
<p>Reporting Comparisons: None</p>	<p>Disaggregation Reporting: PO-19A – Reported separately for each release tested in the reporting period PO-19B -- None</p>
<p>Formula: PO-19A [(Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period) ÷ (Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period)] x 100 PO-19B [(Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period) ÷ (Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period)] x 100</p>	
<p>Exclusions: For PO-19B:</p> <ul style="list-style-type: none"> • Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA). • Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions. 	
<p>Product Reporting: None</p>	<p>Standard: PO-19A – 95% for each release tested PO-19B – 95%</p>
<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none"> 1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest’s most current IMA EDI Data and Disclosure Documents. 2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes > 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes > 100).

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

	<p>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p>
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PO-20 (Expanded) – Manual Service Order Accuracy

Purpose:

Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

Description:

Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives ^{NOTE 1} electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
 - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
 - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
 - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

Unit of Measure: Percent

Reporting Comparisons:
CLEC Aggregate and individual CLEC

Disaggregation Reporting:
Statewide Level

Formula:

$$\left[\frac{\text{(Number of accurate, evaluated Service Orders)}}{\text{(Number of evaluated Service Orders completed in the reporting period)}} \right] \times 100$$

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Exclusions: <ul style="list-style-type: none"> • Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors. • Cancelled Service Orders. • Service Orders that cannot be matched to a corresponding LSR • Records missing data essential to the calculation of the measurement per the PID. 							
Product Reporting: <ul style="list-style-type: none"> • Resale and UNE-P (POTS and Centrex 21) • Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable) 	Standard: Benchmarks, as follows:						
	<table border="1"> <tr> <td>Phase 1</td> <td>97%</td> </tr> <tr> <td>Phase 2</td> <td>96%</td> </tr> <tr> <td>Phase 3 & beyond</td> <td>95%</td> </tr> </table>	Phase 1	97%	Phase 2	96%	Phase 3 & beyond	95%
	Phase 1	97%					
Phase 2	96%						
Phase 3 & beyond	95%						
Availability: <ul style="list-style-type: none"> • Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now) • Phase 1^{NOTE 2} – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04. • Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04 • Phase 3– Additional fields added. Targeted for 1st Quarter 05 • Phase 4 – Additional fields added. (Date TBD). 	Notes: <ol style="list-style-type: none"> 1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI. 2. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region. 						

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
Resale or Centrex	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
Resale or Centrex	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. <i>Note:</i> Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID www.qwest.com/wholesale/results). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LS	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T. ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.
LS/ LSNP	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTY	Listing Type	LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. Central/Western Region: Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. Eastern Region: Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. Central/Western Regions: Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. Eastern Region: Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.
	TOA	Type of Account	Validate TOA entries (only reviewed when BRO field on DL form is not populated): <ul style="list-style-type: none"> • TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order. • TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order. Exception: When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	Arizona Only NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Phase 1 – (Effective with LSRs received beginning May 2004)			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
	TMKT	Telemarketing	Colorado Only TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.

Phase 2 – No later than Sep 04 results			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
Centrex	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Phase 2 – No later than Sep 04 results			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
Resale or Centrex	FEATURE DETAILS	Feature Details	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above.
Phase 3 – Targeted for 1st Quarter 05			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
Resale or Centrex	BLOCK (Stage 1)	Blocking Type	<p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E:</p> <p>Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the “Remark” section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p>

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

Phase 4 – Date TBD			
LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	DFDT	Desired Frame Due Time	Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTN	Listed Telephone Number	For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order. For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.
Resale or Centrex	FEATURE DETAILS	Feature Details	If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation.
	BLOCK (Stage 2)	Blocking Type	If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed]

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

Purpose: Evaluates the timeliness of CLEC access to Qwest’s interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
Description: Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. <ul style="list-style-type: none"> • Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. • First ring is defined as when the customer’s call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail results	Disaggregation Reporting: Region-wide level.
Formula: $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
Exclusions: Time spent in the VRU Voice Response Unit is not counted.	
Product Reporting: Not applicable	Standard: Parity
Availability: Available	Notes:

OP-3 – Installation Commitments Met

<p>Purpose: Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>	
<p>Description: Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> 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. 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. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to orders involving: <ul style="list-style-type: none"> OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations: <ul style="list-style-type: none"> OP-3D In Interval Zone 1 areas; and OP-3E In Interval Zone 2 areas.
<p>Formula: $\left[\frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right] \times 100$</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> 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 Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting ^{NOTE 1}	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	CO: 90%
	All Other States: 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	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
xDSL-I capable Loop	90%
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

OP – 3 Installation Commitments Met (continued)

<ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS0 level) 	<p>WA: 90%</p> <p>All Other States: Diagnostic</p>
<ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS1 level) 	<p>90%</p>
<ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS3 level) 	<p>WA: 90%</p> <p>All Other States: Diagnostic</p>
<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none"> Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-4 – Installation Interval

<p>Purpose: Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.</p>	
<p>Description: Measures the average interval (in business days)^{NOTE 1} between the application date and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> • 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. • 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 2} • 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 2} 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Average Business Days</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In Interval Zone 1 areas; and OP-4E In Interval Zone 2 areas.
<p>Formula: $\frac{\sum[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}$ </p> <p>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.</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Orders with customer requested due dates greater than the current standard interval. • 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-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 Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting ^{NOTE 3}	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	CO: 6 days
	All Other States: 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	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming: Parity with retail DS1 Private Line
	Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington: 5.5 days
xDSL-I capable Loop	6 days
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)

OP-4 – Installation Interval (continued)

Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	6 days
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> 1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday. 2. 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. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

OP-5 – New Service Quality

Purpose:

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:

Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing [inward activity](#).^{NOTE 1}
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports^{NOTE 2} within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems^{NOTE 3} that are closed in the reporting period or the following month,^{NOTE 4} subject to exclusions shown below.^{NOTE 5}
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month^{NOTE 4} are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.^{NOTE 5, 6}

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation

OP- 5 – New Service Quality (continued)

<p>completion.</p> <ul style="list-style-type: none"> Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. ^{NOTE 7} 	
<p>Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level</p>
<p>Formulas:</p> <p>OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any <u>repair trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p>OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any <u>provisioning trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p>OP-5T = (([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with <u>repair or provisioning trouble reports as defined above under OP-5A or OP-5B</u>, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p>OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed in the reporting period, as defined above under OP-5A or OP-5B) x 100</p>	
<p>Exclusions:</p> <p><u>Applicable to OP-5A, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows: <ul style="list-style-type: none"> For products measured from MTAS data, repair trouble reports coded to disposition codes for: <ul style="list-style-type: none"> Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched. For products measured from WFA (Workforce Administration) data, repair reports coded to codes for: <ul style="list-style-type: none"> Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest. Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded). <p><u>Applicable to OP-5B, OP-5T and OP-5R only:</u></p> <ul style="list-style-type: none"> Provisioning trouble reports attributable to CLEC or non-Qwest causes. Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded. <p><u>Applicable to OP-5A, OP-5B, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness). Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed. Service orders closed in the reporting period with App Dates earlier than eight months prior to the 	

OP- 5 – New Service Quality (continued)

beginning of the reporting period.

- Information tickets generated for internal Qwest system/network monitoring purposes.
- Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
- Records involving official Qwest company services.

Records missing data essential to the calculation of the measurement as defined herein.

Product Reporting Categories:

- As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.

Standards:

- OP-5A:** Parity with retail service
- OP-5B:** Diagnostic for six months following first reporting. After six months Benchmark (TBD)
- OP-5T:** Diagnostic
- OP-5R:** Diagnostic for six months following first reporting. Possible standard (TBD)

(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)

OP- 5 – New Service Quality (continued)

Product Reporting:		Standards:		
Reported under OP-5A, OP-5B, OP-5T and OP-5R:				
(Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.)				
	OP-5A	OP-5B	OP-5T & OP-5R	
Resale				
Residential single line service	Parity with retail service	96.5%		Diagnostic
Business single line service	Parity with retail service	96.5%		Diagnostic
Centrex	Parity with retail service	96.5%		Diagnostic
Centrex 21	Parity with retail service	96.5%		Diagnostic
PBX Trunks	Parity with retail service	96.5%		Diagnostic
Basic ISDN	Parity with retail service	96.5%		Diagnostic
Qwest DSL	Parity with retail service	96.5%		Diagnostic
Primary ISDN	Parity with retail service	96.5%		Diagnostic
DS0	Parity with retail service	96.5%		Diagnostic
DS1	Parity with retail service	96.5%		Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	96.5%		Diagnostic
Frame Relay	Parity with retail service	Diagnostic		Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	96.5%		Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21	96.5%		Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex	96.5%		Diagnostic
Line Splitting	Parity with retail Qwest DSL	96.5%		Diagnostic
Loop Splitting ^{NOTE 8}	Diagnostic	Diagnostic		Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	96.5%		Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic		Diagnostic
Unbundled Loops:				
Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%		Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI	96.5%		Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	96.5%		Diagnostic
DS1-capable Loop	Parity with retail DS1	96.5%		Diagnostic
xDSL-I capable Loop	Parity with retail Qwest DSL	96.5%		Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI	96.5%		Diagnostic
ADSL-qualified Loop	Parity with retail Qwest DSL with dispatch	96.5%		Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	96.5%		Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic		Diagnostic

OP- 5 – New Service Quality (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
Reported under OP-5A and under OP-5R (per OP-5A specifications):			
	OP-5A	OP-5R	
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic	
Unbundled Dedicated Interoffice Transport (UDIT)			
UDIT (DS1 Level)	Parity with Retail Private Lines (DS1)	Diagnostic	
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic	
Dark Fiber - IOF	Diagnostic	Diagnostic	
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic	
Availability: Available	Notes: <ol style="list-style-type: none"> 1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes. 2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation. 3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T). 4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement. 5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures. 6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A. 7. OP-5R will be counted on a per ticket basis. 8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. 		

OP-6 – Delayed Days

<p>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.</p>	
<p>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. <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> 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. </p> <p><u>For both OP-6A and OP-6B:</u></p> <ul style="list-style-type: none"> Change order types for additional lines consist of “C” orders representing inward activity. 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 2} 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 2} 	
<p>Reporting Period: One month</p>	
<p>Unit of Measure: Average Business Days</p>	
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> 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: <ol style="list-style-type: none"> Dispatches within MSAs; Dispatches outside MSAs; and No dispatches. Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations: <ol style="list-style-type: none"> In Interval Zone 1 areas; and In Interval Zone 2 areas.
<p>Formula:</p> <p>OP-6A = $\frac{\sum[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})}$</p> <p>OP-6B = $\frac{\sum[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for facility reasons completed in the reporting period})}$</p>	

OP- 6 – Delayed Days (continued)

Exclusions:	
<ul style="list-style-type: none"> Orders affected only by delays that are solely for customer and/or CLEC reasons. 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. 	
Product Reporting:	Standards:
MSA-Type Disaggregation -	
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (POTS) 	Parity with like retail service
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex 21) 	Parity with retail Centrex 21
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex) 	Parity with retail Centrex
<ul style="list-style-type: none"> Line Splitting 	Parity with retail Qwest DSL
<ul style="list-style-type: none"> Loop Splitting ^{NOTE 3} 	Diagnostic
<ul style="list-style-type: none"> Line Sharing 	Parity with retail Qwest DSL
<ul style="list-style-type: none"> Sub-Loop Unbundling 	Diagnostic
Zone-type Disaggregation -	
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> LIS Trunks 	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest DSL, with dispatch
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL, with dispatch

OP- 6 – Delayed Days (continued)

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 Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none"> 1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday. 2. 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. 3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

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. <ul style="list-style-type: none"> • 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: $\frac{\sum[\text{Completion time} - \text{Lift time}]}{\text{Total Number of unbundled loops with coordinated cutovers completed in the reporting period}}$	
Exclusions: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Analog Loops • All other Loop Types 	Standard: CO: 1 hour All Other States: Diagnostic in light of OP-13 (Coordinated Cuts On Time)
Availability: <p style="text-align: center;">Available</p>	Notes:

OP-8 – Number Portability Timeliness

Purpose: Evaluates the timeliness of cutovers of local number portability (LNP).	
Description: OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop. <ul style="list-style-type: none"> All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below. OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable. <ul style="list-style-type: none"> All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below. For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by Qwest. “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop. 	
Reporting Period: One month	Unit of Measure: Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide level.
Formula: $OP-8B = \left[\frac{\text{Number of LNP triggers set before the scheduled time for the coordinated loop cutover}}{\text{Total Number of LNP activations coordinated with unbundled loops completed}} \right] \times 100$ $OP-8C = \left[\frac{\text{Number of LNP triggers set before the Frame Due Time or Scheduled Start Time}}{\text{Total Number of LNP activations without loop cutovers completed}} \right] \times 100$	
Exclusions: <ul style="list-style-type: none"> CLEC-caused delays in trigger setting. LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21). LNP requests for which the records used as sources of data for these measurements have the following types of errors: <ul style="list-style-type: none"> Records with no PON (purchase order number) or STATE. Records where triggers cannot be set due to switch capabilities. Records with invalid due dates, application dates, or start dates. Records with invalid completion dates. Records missing data essential to the calculation of the measurement per the PID. Invalid start/stop dates/times or invalid frame due or scheduled date/times. 	
Product Reporting: None	Standard: 95%
Availability: 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.
Results for this measurement will be reported according to:
OP-13A Cuts Completed On Time
OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

<p>Formula:</p> <p>OP-13A = $\left[\frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$</p> <p>OP-13B = $\left[\frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$</p>	
<p>Exclusions:</p> <p>Applicable to OP-13A:</p> <ul style="list-style-type: none"> • Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines. <p>OP-13A & OP-13B:</p> <ul style="list-style-type: none"> • 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. 	
<p>Product Reporting: Coordinated Unbundled Loops – Reported separately for:</p> <ul style="list-style-type: none"> • Analog Loops • All Other Loops 	<p>Standards:</p> <p>OP-13A:</p> <p>AZ: 90 Percent or more</p> <p>All Other States: 95 Percent or more</p> <p>OP-13B: Diagnostic</p>
<p>Availability:</p> <p style="text-align: center;">Available</p>	<p>Notes:</p>

OP-15 – Interval for Pending Orders Delayed Past Due Date

<p>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.</p>	
<p>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.</p> <ul style="list-style-type: none"> ▪ 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. ▪ 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 1} ▪ 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 1} <p>OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.</p>	
<p>Reporting Period: One month</p>	<p>Unit of Measure: OP-15A – Average Business Days ^{NOTE 2} OP-15B – Number of orders pending facilities</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC, Qwest retail</p>	<p>Disaggregation Reporting: Statewide</p>
<p>Formula: OP-15A = $\frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})}$</p> <p>OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • 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)
Centrex 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)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Line Splitting	Diagnostic (Expectation: Parity with retail Qwest DSL)
• Loop Splitting ^{NOTE 3}	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Qwest DSL)
• 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 Loops (EELs)	Diagnostic

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none">1. 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.2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.
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OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:

Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:

OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
 - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
 - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
 - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
 - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
 - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate and Individual CLEC

Disaggregation Reporting: Statewide

Formula:

$$\frac{[(\text{Total number of LNP TNs ported pursuant to orders completed in the reporting period} - \text{Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred}) \div \text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}] \times 100}{}$$

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

<p>Exclusions: OP-17A only</p> <ul style="list-style-type: none"> • Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation. <p>OP-17A & B</p> <ul style="list-style-type: none"> • Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects. • LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21). • Records with invalid trouble receipt dates. • Records with invalid cleared, closed or due dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. <p>OP-17B only</p> <ul style="list-style-type: none"> • Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation. 	
<p>Product Reporting: LNP</p>	<p>Standards: OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.</p>
<p>Availability: Available</p>	<p>Notes:</p>

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

Purpose: Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
Description: Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. <ul style="list-style-type: none"> • Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail levels.	Disaggregation Reporting: Region-wide level.
Formula: $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.	
Product Reporting: None	Standard: Parity
Availability: Available	Notes:

MR-3 – Out of Service Cleared within 24 Hours

<p>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).</p>	
<p>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.</p> <ul style="list-style-type: none"> • 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 that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> • Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. • Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> MR-3D In Interval Zone 1 areas; and MR-3E In Interval Zone 2 areas.
<p>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</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – 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
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting ^{NOTE 1}	Diagnostic
• Line Sharing	CO: Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	CO: Parity with retail ISDN-BRI
	All Other States: 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
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-4 – All Troubles Cleared within 48 hours

<p>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).</p>	
<p>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.</p> <ul style="list-style-type: none"> • 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 that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> • Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. • Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas
<p>Formula: $\left[\frac{\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100$ </p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – 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-4 – All Troubles Cleared within 48 Hours (Continued)

Product Reporting:	Standards:
<u>MSA-Type Disaggregation -</u>	
• 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
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting ^{NOTE 1}	Diagnostic
• Line Sharing	Parity with RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
<u>Zone-Type Disaggregation -</u>	
• 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
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available	Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-5 – All Troubles Cleared within 4 hours

<p>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).</p>	
<p>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.</p> <ul style="list-style-type: none"> • 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 that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.</p>
<p>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</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – 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 Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	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. <ul style="list-style-type: none"> • 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 that Qwest is first notified of the trouble by CLEC 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. <ul style="list-style-type: none"> • Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to trouble reports involving: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas.
Formula: $\frac{\sum[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}$	
Exclusions: <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – 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
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting ^{NOTE 1}	Diagnostic
• Line Sharing	CO: Parity with Qwest DSL All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	CO: Parity with retail ISDN-BRI All Other States: 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
xDSL-I capable Loop	Parity with retail Qwest IDSL
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 Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-6 – Mean Time to Restore (Continued)

Availability: Available	Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.
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MR-7 – Repair Repeat Report Rate

<p>Purpose: Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).</p>	
<p>Description: Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.</p> <ul style="list-style-type: none"> • Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial 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 access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed. • 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 initial trouble report is closed to the date and time that the next, or “repeat” trouble report is received (i.e., opened). 	
<p>Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p> <ul style="list-style-type: none"> • Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.
<p>Formula: [(Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – 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. 	

MR-7 – Repair Repeat Report Rate (Continued)

<ul style="list-style-type: none"> 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:	Standards:
MSA-Type Disaggregation -	
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (POTS) 	Parity with like retail service
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex 21) 	Parity with retail Centrex 21
<ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex) 	Parity with retail Centrex
<ul style="list-style-type: none"> Line Splitting 	Parity with Qwest Retail DSL
<ul style="list-style-type: none"> Loop Splitting ^{NOTE 1} 	Diagnostic
<ul style="list-style-type: none"> Line Sharing 	AZ & CO: Parity with Qwest Retail DSL
	All Other States: Diagnostic Comparison with Qwest Retail DSL
<ul style="list-style-type: none"> Sub-Loop Unbundling 	CO: Parity with Retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> LIS Trunks 	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
xDSL-I capable Loop	Parity with retail Qwest IDSL
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
<ul style="list-style-type: none"> E911/911 Trunks 	Parity with retail E911/911 Trunks

MR-7 – Repair Repeat Report Rate (Continued)

<ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
<ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
<ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
Availability: Targeted availability with July 2004 results reported in September 2004	Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

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. <ul style="list-style-type: none"> • 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: $\left[\frac{\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}}{\text{Total number of the specified services that are in service in the reporting period}} \right] \times 100$	
Exclusions: <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). – 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-8 – 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
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting ^{NOTE 1}	Diagnostic
• Line Sharing	CO: Parity with Qwest DSL All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	CO: Parity with retail ISDN-BRI All Other States: Diagnostic
• 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 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
xDSL-I capable Loop	Parity with retail Qwest IDSL
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 Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

MR-8 – Trouble Rate (continued)

Availability: Available	Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.
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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. <ul style="list-style-type: none"> • Includes all trouble reports closed during the reporting period, subject to exclusions specified below. • Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	Disaggregation Reporting: Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs ; MR-9B Dispatches outside MSAs; and 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: <ul style="list-style-type: none"> • Trouble reports coded as follows: <ul style="list-style-type: none"> – For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). • 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 by using the rescheduled appointment time to determine if the repair appointment is met. • 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: Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	Standard: Parity
Availability: Available	Notes:

MR-10 – Customer and Non-Qwest Related Trouble Reports

<p>Purpose: Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.</p>	
<p>Description: Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below. Includes trouble reports closed during the reporting period coded as follows:</p> <ul style="list-style-type: none"> • For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for MSA type disaggregated products. • For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p>Disaggregation Reporting: Statewide level.</p>
<p>Formula: $\left[\frac{\text{(Number of Trouble Reports coded to disposition codes specified above)}}{\text{(Total Number of Trouble Reports Closed in the Reporting Period)}} \right] \times 100$ </p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • Subsequent trouble reports of any trouble before the original trouble report is closed • Information tickets generated for internal Qwest system/network monitoring purposes. • 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. • Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. 	

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
xDSL-I capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
Availability: Available	Notes:

MR-11 – LNP Trouble Reports Cleared within 24 Hours

<p>Purpose: Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.</p>	
<p>Description: MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below. <p>MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period. <ul style="list-style-type: none"> The “currently-scheduled due date/time” is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time. A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request. A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC Aggregate and Individual CLEC</p>	<p>Disaggregation Reporting: Statewide level (all are “non-dispatched”).</p>
<p>Formula: MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100</p> <p>MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100</p>	

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

Exclusions: <ul style="list-style-type: none"> • Trouble reports attributed to customer or non-Qwest reasons • Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects. • Subsequent trouble reports of LNP trouble before the original trouble report is closed. • For MR-11B only: Trouble reports involving a “no access” delay. • Information tickets generated for internal Qwest system/network monitoring purposes. • 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: LNP	Standards: <u>MR-11A:</u> <ul style="list-style-type: none"> • If OP-17 result meets its standard, the MR-11A standard is Diagnostic. • If OP-17 result does not meet its standard, the MR-11A standard is as follows: <ul style="list-style-type: none"> – For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours – For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business <u>MR-11B:</u> <ul style="list-style-type: none"> • For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours • For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business * Based on MR-11A denominator. ** Based on MR-11B denominator.
Availability: Available	Notes:

Billing

BI-1 – Time to Provide Recorded Usage Records

Purpose: Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.	
Description: Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable. BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, ^{NOTE 1} local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below. BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows: <ul style="list-style-type: none"> • BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,^{NOTE 1} subject to exclusions specified below. • BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below. 	
Reporting Period: One month	Unit of Measure: BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	Disaggregation Reporting: State level.
Formula: BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = $\sum(\text{Date Record Transmitted or made available} - \text{Date Usage Recorded}) \div (\text{Total number of records})$ BI-1B = $[(\# \text{ of daily usage records for Jointly provided switched access sent within four days}) \div (\text{Total daily usage records for Jointly provided switched access in the report period})] \times 100$	
Exclusions: <ul style="list-style-type: none"> • Instances where the CLEC requests other than daily usage transmission or availability. • Duplicate records. 	
Product Reporting: <ul style="list-style-type: none"> • UNEs and Resale • Jointly-provided Switched Access 	Standards: BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A
Availability: Available	Notes: 1. “Feature group switched access” includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none"> Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design)	Disaggregation Reporting: State level
Formula: $\left[\frac{\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}}{\text{Total Number of Invoices}} \right] \times 100$	
Exclusions: <ul style="list-style-type: none"> Bills transmitted via paper, magnetic tape, CD-ROM, diskette. Records with missing data essential to the calculation of the measurement per the PID. 	
Product Reporting: <ul style="list-style-type: none"> UNEs and Resale 	Standard: Parity by design.
Availability: Available	Notes:

BI-3 – Billing Accuracy – Adjustments for Errors

Purpose: Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> • Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. • “Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.) 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	Disaggregation Reporting: State level.
Formula: $\left[\frac{\sum(\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors})}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$	
Exclusions: <ul style="list-style-type: none"> • BI-3A - UNEs and Resale – None • BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use 	
Product Reporting: <ul style="list-style-type: none"> • BI-3A - UNEs and Resale • BI-3B - Reciprocal Compensation Minutes of Use (MOU) 	Standards: <ul style="list-style-type: none"> • BI-3A – UNEs and Resale: Parity with Qwest retail bills. • BI-3B – Reciprocal Compensation (MOU) – 95%
Availability: <p style="text-align: center;">Available</p>	Notes:

BI-4 – Billing Completeness

Purpose: <ul style="list-style-type: none"> • UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills. • Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest’s network on the bills. 	
Description: BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.* BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.* * Correct bill = next available bill	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	Disaggregation Reporting: Statewide level.
Formula: BI-4A – UNEs and Resale = $[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100$ BI-4B – Reciprocal Compensation MOU = $[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100$	
Exclusions: None	
Product Reporting: <ul style="list-style-type: none"> • UNEs and Resale • Reciprocal Compensation (MOU) 	Standards: BI-4A - UNEs and Resale: Parity with Qwest Retail bills. BI-4B - Reciprocal Compensation (MOU): 95%
Availability: Available	Notes:

Database Updates

DB-1 – Time to Update Databases

<p>Purpose: Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.</p>	
<p>Description:</p> <ul style="list-style-type: none"> Measures the average time required to update the databases of E911, LIDB, and Directory Builder. Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "individual E911 database update records" provided with which to measure the database update process. The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: E911 – Hrs: Mins. LIDB & Directory Listings – Seconds</p>
<p>Reporting Comparisons: DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. ^{NOTE 1}</p>	<p>Disaggregation Reporting: DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state</p>
<p>Formula: $\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})]}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}$ </p>	
<p>Exclusion:</p> <ul style="list-style-type: none"> Invalid start/stop dates/times. 	

DB-1 – Time to Update Databases (continued)

Product Reporting: Not applicable (Reported by database type)	Standards: DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
Availability: Available	Notes: 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

DB-2 – Accurate Database Updates

Purpose: Evaluates the accuracy of database updates completed without errors in the reporting period.	
Description: <ul style="list-style-type: none"> Measures the percentage of database updates completed without errors in the reporting period. Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	Disaggregation Reporting: DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
Formula: [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100	
Exclusions: Invalid start/stop dates/times.	
Product Reporting: Not applicable (Reported by database type)	Standards: DB-2C-1 – Listings: Parity by design ^{NOTE 1}
Availability: Available	Notes: <ol style="list-style-type: none"> Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose: Evaluates timeliness of customer access to Qwest’s Directory Assistance operators, focusing on how long it takes for calls to be answered.	
Description: Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls. <ul style="list-style-type: none"> • Includes all calls to Qwest directory assistance during the reporting period. • Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted. 	
Reporting Period: One month	Unit of Measure: Seconds
Reporting Comparisons: Results for Qwest and all CLECs are combined.	Disaggregation Reporting: Sub-region applicable to state
Formula: $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	Standard: Parity by design
Availability: <div style="text-align: center;">Available</div>	Notes:

Operator Services

OS-1 – Speed of Answer – Operator Services

Purpose: Evaluates timeliness of customer access to Qwest’s operators, focusing on how long it takes for calls to be answered.	
Description: Measures the time following first ring until a call is answered by the Qwest agent. <ul style="list-style-type: none"> • Includes all calls to Qwest’s operator services during the reporting period, subject to exclusions specified below. • Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. • Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted. 	
Reporting Period: One month	Unit of Measure: Seconds
Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure.	Disaggregation Reporting: Sub-region applicable to state
Formula: $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	Standard: Parity by design
Availability: <div style="text-align: center;">Available</div>	Notes:

Network Performance

NI-1 – Trunk Blocking

<p>Purpose: Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.</p>	
<p>Description: Measures the percentage of trunks blocking in interconnection and interoffice final trunks.</p> <ul style="list-style-type: none"> • Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent Blockage</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.</p>	<p>Disaggregation Reporting: Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by:</p> <ul style="list-style-type: none"> NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.
<p>Formula: $\left\{ \left[\sum (\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group}) \right] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}) \right\} \times 100$ </p> <p>Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.</p>	
<p>Exclusions: <u>For NI-1A and NI-1B only:</u></p> <ul style="list-style-type: none"> • Trunk groups, blocking in excess of one percent in the reporting period, for which: <ul style="list-style-type: none"> – A Trunk Group Service Request (TGSR)^{NOTES 1 & 2} has been issued in the reporting period; or – CLECs do not submit, within 20 calendar days of receiving a TGSR: <ul style="list-style-type: none"> a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons^{NOTE 3}); b) Trouble Reports; or c) Notification of traffic re-routing (as described in Note 1 below). <p><u>For NI-1A, NI-1B, NI-1C, and NI-1D:</u></p> <ul style="list-style-type: none"> • Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to: <ul style="list-style-type: none"> – Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances; – The CLEC placing trunks in a “busy” condition; – Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner^{NOTE 4}); or – Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR. 	

NI-1 – Trunk Blocking (Continued)

<ul style="list-style-type: none"> • Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period. • Toll trunks, non-final trunks, and trunks that are not connected to the public switched network. • One-way trunks originating at CLEC end offices. • Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. 	
Product Reporting: LIS Trunks	Standards: Where NI-1A \leq 1%: 1 % Where NI-1A $>$ 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B \leq 1%: 1 % Where NI-1B $>$ 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic ^{NOTE 5}
Availability: Available	Notes: <ol style="list-style-type: none"> 1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking. 2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC’s response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group. 3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later. <ol style="list-style-type: none"> a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement. b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon. c) CLEC delays (e.g., “customer not ready” in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement. 4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed. <ol style="list-style-type: none"> a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time. b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied. c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting. 5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

<p>Purpose: Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.</p>	
<p>Description: NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below. NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" ^{NOTE 1} associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.</p> <ul style="list-style-type: none"> • Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date. • The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation. • The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest. • NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date). • The NXX code activation completion process includes testing, including calls to the test number when provided. 	
<p>Reporting Period: One month</p>	<p>Unit of Measure: Percent</p>
<p>Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.</p>	<p>Disaggregation Reporting: Statewide.</p>
<p>Formula: NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100 NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100</p>	
<p>Exclusions: NP-1A:</p> <ul style="list-style-type: none"> • NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. ^{NOTE 2} <p>NP-1A and NP-1B:</p> <ul style="list-style-type: none"> • NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days). • NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date. 	

NP-1 – NXX Code Activation (continued)

Product Reporting: None	Standards: NP-1A: Parity NP-1B: Diagnostic
Availability: Available	Notes: <ol style="list-style-type: none">1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits.2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.

Collocation

CP-1 – Collocation Completion Interval

Purpose:

Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:

Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a [Ready for Service \(RFS\) date](#) by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1}
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "[Ready For Service](#)" as defined in the Definition of Terms section herein.
- **Establishment of RFS Dates:** RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
 - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for

CP-1 – Collocation Completion Interval (continued)

<p>collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</p> <ul style="list-style-type: none"> • Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be: <ul style="list-style-type: none"> – Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. – Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. • All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals. • When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements. • Where there is a CLEC-caused delay, the RFS Date is rescheduled • RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons. • Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired. 	
CP-1A	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.
CP-1B	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.
CP-1C	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.
Reporting Period: One month	Unit of Measure: Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide.
<p>Formula: (for CP-1A, CP-1B and CP-1C) $\Sigma[(\text{Collocation Completion Date}) - (\text{Complete Application Date})] \div (\text{Total Number of Collocations Completed in Reporting Period})$</p>	

CP-1 – Collocation Completion Interval (continued)

<p>Exclusions:</p> <ul style="list-style-type: none"> • CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date. • CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date. • CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date. • Cancelled or expired applications. 	
<p>Product Reporting: None</p>	<p>Standards: CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days</p>
<p>Availability: Available</p>	<p>Notes:</p> <ol style="list-style-type: none"> 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:

Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a [Ready for Service Date RFS date](#) by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.^{NOTE 1}
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
 - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for

CP-2 – Collocations Completed within Scheduled Intervals (continued)

<p>virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:</p> <ul style="list-style-type: none"> – Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. – Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. • All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals. • When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements. • Where there is a CLEC-caused delay, the RFS Date is rescheduled. • Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired. 	
CP-2A	Forecasted Collocations: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
CP-2B	Non-Forecasted and Late Forecasted Collocations: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
CP-2C	All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.
Reporting Period: One month	
Unit of Measure: Percent	
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide level.
<p>Formula: (for CP-2A, CP-2B and CP-2C) $\left[\frac{\text{Count of Collocations for which the RFS is met}}{\text{Total Number of Collocations Completed in the Reporting Period}} \right] \times 100$</p>	
<p>Exclusions:</p> <ul style="list-style-type: none"> • RFS dates missed for reasons beyond Qwest's control. • Cancelled or expired requests. 	
Product Reporting: None	<p>Standards:</p> <p>CP-2A & -2B: 90%</p> <p>CP-2C: 90%</p>

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability: Available	Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).
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CP-3 – Collocation Feasibility Study Interval

Purpose: Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.	
Description: Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.^{NOTE 1} Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC. The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday. 	
Reporting Period: One month	Unit of Measure: Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide level.
Formula: $\frac{\sum[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})]}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$	
Exclusions: <ul style="list-style-type: none"> CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date. 	
Product Reporting: None	Standard: 10 calendar days or less
Availability: Available	Notes: <ol style="list-style-type: none"> Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose: Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.	
Description: Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval <ul style="list-style-type: none"> • The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay. • Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1} • Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC. • The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday. • Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement. 	
Reporting Period: One month	Unit of Measure: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	Disaggregation Reporting: Statewide level.
Formula: $\left[\frac{\text{(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals)}}{\text{(Total applicable Collocation Feasibility studies completed in the reporting period)}} \right] \times 100$	
Exclusions: None	
Product Reporting: None	Standard: 90 percent or more
Availability: Available	Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
 - (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
 - (2) Retail orders received after 3:00 PM local time for Designed Services.
 - (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
 - (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

DEFINITION OF TERMS (continued)

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

Delayed Order – An order which has been completed after the scheduled due date and/or time.

Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.

Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.

DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.

Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

End Office Switch – A switch from which an end users' exchange services are directly connected and offered.

Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

Flow-Through – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.

Installation – The activity performed to activate a service.

Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers

Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

DEFINITION OF TERMS (continued)

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
 - Key turnover made available to CLEC.
 - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
 - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

DEFINITION OF TERMS (continued)

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification 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.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer’s service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

<u>ACRONYM</u>	<u>DESCRIPTION</u>
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum

GLOSSARY OF ACRONYMS (continued)

ACRONYM	DESCRIPTION
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

APPENDIX A

PO-20 Feature Detail Fields

Feature Detail

Resale and UNE-P (POTS and Centrex 21):

CFN

Validate the call forwarding TN

CFNB

Validate the call forwarding TN

CFND

Validate the call forwarding TN

RCYC

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

APPENDIX A (continued)

TN on Custom Ring USOC (RGG1A etc.)

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (if provided on LSR for SEA)

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

APPENDIX A (continued)

FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

SIT (if provided on LSR for WFA)

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

APPENDIX A (continued)

Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

APPENDIX A (continued)

FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

CPG (If provided on LSR for E3PPK)

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The CSL FID along with the 2 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

EXHIBIT C SERVICE INTERVAL TABLES

1.0 Unbundled Loops and Line Splitting Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

a)	1-8 lines	5 business days
b)	9-16 lines	6 business days
c)	17-24 lines	7 business days
d)	25 or more	ICB

(b) Established Service Intervals for 2 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	Three (3) business days
b)	9-16 lines	Four (4) business days
c)	17-24 lines	Five (5) business days
d)	25 or more	ICB

(b1) Established Service Intervals for 4 Wire Non-Loaded Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(d) Established Service Intervals for existing DS-1 Capable Loops:

a)	1 – 8 lines	9 business days
b)	9 – 10 lines	9 business

(e) Established Service Intervals for existing DS3 Capable Loops:

a)	1 line	Seven (7) business days
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(f) Established Service Intervals for Line Splitting :

a)	No conditioning	Three (3) business days
b)	With conditioning	fifteen (15) business days
c)	With line move/UDC removal	five (5) business days

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops:

a)	1-8 lines	Fifteen (15) business days
b)	9 or more	ICB

**EXHIBIT C
SERVICE INTERVAL TABLES**

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Splitting

Twenty-four (24) hours OSS
Twenty-four (48) hours AS

(i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops.

Four (4) hours

(j) Quick Loop (No dispatch required)

a)	1 to 8 Lines	Three (3) business days
b)	9 to 16 lines	Three (3) business days
c)	17 to 24 lines	Three (3) business days
d)	25 or more Lines	ICB

Quick Loop with Number Portability (No dispatch required)

a)	1 to 8 Lines	Three (3) business days
b)	9 to 24 Lines	Four (4) business days
c)	25 or more Lines	ICB

(k) Intentionally Left Blank

(l) Intentionally Left Blank

(M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

1 or more Lines	Two (2) business days or Appointment Scheduler
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**EXHIBIT C
SERVICE INTERVAL TABLES**

Open-Qwest proposed modification- Eschelon does not agree

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, <u>UCCRE, Rearrangements</u>¹			
DS0	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	Four (4) hrs
DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 through 12 Circuits	ICB	Four (4) hrs

¹ For UDIT rearrangements see Qwest's website for the Service Interval Guide.

**EXHIBIT C
SERVICE INTERVAL TABLES**

3.0 Intentionally Left Blank

4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber					
Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) business days	N/A
Field Verification And Quote Preparation (FVQP)			N/A	Twenty (20) business days	N/A
Provisioning (non- FVQP requests)			N/A	Twenty (20) business days	

**EXHIBIT C
SERVICE INTERVAL TABLES**

5.0 Intentionally Left Blank

Open-Qwest proposed modification- Eschelon does not agree

6.0 Enhanced Extended Loop (EEL)-~~and Loop-Mux-Combo (LMC)~~ Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- Loop-Mux-Combo (LMC) DS0 or Voice Grade Equivalent	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs High Density Four (4) hrs Low Density
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs High Density Four (4) hrs Low Density
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs High Density Four (4) hrs Low Density
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – Loop-Mux-Combo (LMC) DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs High Density Four (4) hrs Low Density
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs High Density Four (4) hrs Low Density
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs High Density Four (4) hrs Low Density
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – Loop-Mux-Combo (LMC) DS3 Subject to cap limitations in the Agreement.	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs High Density Four (4) hrs Low Density
	4 or more Circuits	ICB	Four (4) hrs
Enhanced Extended Loop Private Line (PLTS) to EEL - Conversion as is		ICB	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES**

Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

7.0 Collocation Service Intervals: See Section 8

8.0 Local Number Portability Service Intervals: See Section 10

Open- Eshelon proposed-Qwest does not agree (proposes deletion of entire section)

9.0 LIS Trunking Service Intervals:

New Installations* (New TSC, New Trunk Group) with Translations Work

A CLEC's first turn up in a local calling area (Local/EAS) will be negotiated as ICB in a Service Planning meeting with the Sales & Service Team, Project Management, Design Test and Turn-Up and the provisioning Service Delivery Coordinator

<u>Activity (Zone 1 areas)</u>	<u>Trunks Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guidelin es</u>
<u>0 - 10 NPA NXX(s)</u>	<u>1 to 240</u>	<u>Twenty-Two (22) Business Days</u>	<u>24 hours</u>
	<u>241 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>11 - 20 NPA NXX(s)</u>	<u>1 to 240</u>	<u>Thirty-Five (35) Business Days</u>	<u>24 hours</u>
	<u>241 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>21 or More NPA NXX(s)</u>	<u>1 or more</u>	<u>ICB</u>	<u>24 hours</u>

<u>Activity (Zone 2 areas)</u>	<u>Trunks Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guideline s</u>
<u>0 - 10 NPA NXX(s)</u>	<u>1 to 120</u>	<u>Twenty-Two (22) Business Days</u>	<u>24 hours</u>
	<u>121 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>11 - 20 NPA NXX(s)</u>	<u>1 to 120</u>	<u>Thirty-Five (35) Business Days</u>	<u>24 hours</u>
	<u>121 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>21 or More NPA NXX(s)</u>	<u>1 or more</u>	<u>ICB</u>	<u>24 hours</u>

EXHIBIT C SERVICE INTERVAL TABLES

LIS Trunking

Changes & Rearrangements (Existing TSC, Existing Trunk Group) with Translations Work

A CLEC's first turn up in a local calling area (Local/EAS) will be negotiated as ICB in a Service Planning meeting with the Sales & Service Team, Project Management, Design Test and Turn-Up and the provisioning Service Delivery Coordinator.

<u>Activity (Zone 1 areas)</u>	<u>Trunks Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guidelines</u>
<u>0 - 10 New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 to 240</u>	<u>Twenty-Two (22) Business Days</u>	<u>24 hours</u>
	<u>241 or more</u>	<u>ICB.</u>	<u>24 hours</u>
<u>11 - 20 New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 to 240</u>	<u>Thirty-Five (35) Business Days.</u>	<u>24 hours</u>
	<u>241 or more</u>	<u>ICB.</u>	<u>24 hours</u>
<u>21 or More New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 or more</u>	<u>ICB</u>	<u>24 hours</u>

<u>Activity (Zone 2 areas)</u>	<u>Trunks Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guidelines</u>
<u>0 - 10 New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 to 120</u>	<u>Twenty-Two (22) Business Days</u>	<u>24 hours</u>
	<u>121 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>11 - 20 New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 to 120</u>	<u>Thirty-Five (35) Business Days</u>	<u>24 hours</u>
	<u>121 or more</u>	<u>ICB.</u>	<u>24 hours</u>
<u>21 or More New NPA NXX(s) or Existing NPA NXX(s)</u>	<u>1 or more</u>	<u>ICB</u>	<u>24 hours</u>

NOTE: Installation of new NXX(s) conforms to National Industry Standards. Trunks will not be functional until the NXX is installed.

**EXHIBIT C
SERVICE INTERVAL TABLES**

LIS Trunking

Trunk Augments* without Translations Work

A CLEC's first turn up in a local calling area (Local/EAS) will be negotiated as ICB in a Service Planning meeting with the Sales & Service Team, Project Management, Design Test and Turn-Up and the provisioning Service Delivery Coordinator.

	<u>Trunks Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guidelines</u>
<u>Zone 1</u>	<u>1 to 24</u>	<u>Seven (7) Business Days.</u>	<u>24 hours</u>
	<u>25 to 48</u>	<u>Eight (8) Business Days.</u>	<u>24 hours</u>
	<u>49 to 72</u>	<u>Ten (10) Business Days</u>	<u>24 hours</u>
	<u>73 to 96</u>	<u>Twelve (12) Business Days</u>	<u>24 hours</u>
	<u>97 to 120</u>	<u>Fourteen (14) Business Days</u>	<u>24 hours</u>
	<u>121 to 144</u>	<u>Fifteen (15) Business Days</u>	<u>24 hours</u>
	<u>145 to 168</u>	<u>Sixteen (16) Business Days.</u>	<u>24 hours</u>
	<u>169 to 240</u>	<u>Eighteen (18) Business Days</u>	<u>24 hours</u>
	<u>241 or more</u>	<u>ICB</u>	<u>24 hours</u>
<u>Zone 2</u>	<u>1 to 24</u>	<u>Eighteen (18) Business Days</u>	<u>24 hours</u>
	<u>25 to 72</u>	<u>Nineteen (19) Business Days</u>	<u>24 hours</u>
	<u>73 to 120</u>	<u>Twenty (20) Business Days</u>	<u>24 hours</u>
	<u>121 or more</u>	<u>ICB</u>	<u>24 hours</u>

**EXHIBIT C
SERVICE INTERVAL TABLES**

LIS Trunking

<u>Product</u>	<u>Services Ordered</u>	<u>Installation Guidelines</u>	<u>Repair Guidelines</u>
<u>Point Code Change</u>	<u>Per Trunk Group</u>	<u>ICB</u>	<u>24 hours</u>
<u>64 Clear Channel End-Office Not Equipped</u>	<u>Per Trunk Group</u>	<u>ICB</u>	<u>24 hours</u>

Exhibit D

Date General Information Provided by Qwest: _____

General Agreement : _____

BAN Number(must be assigned before processing): _____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1. **PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".

2. **PROCESS.** The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wsst@qwest.com. Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

Exhibit D

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC.

If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded

Exhibit D

document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement.

Qwest is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and CLEC.

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wsst@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Exhibit D

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

Exhibit D

ATTACHMENT 1. A Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____

BAN Number (one for each route must be assigned before processing): _____

Date Submitted: _____ Date Replied to CLEC: _____

CLEC Name _____ Contact name: _____

Billing Address: _____

Phone Number: _____ e-mail address: _____

State and city of inquiry: _____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)

	<u>Costs</u>	<u>Est. Miles</u>	<u>Total</u>
1. Pole Inquiry Fee (see attached pricing chart) X _____	=		\$ _____
2. Innerduct Inquiry Fee (see attached pricing chart) X _____	=		\$ _____
3. ROW Records Inquiry (see attached pricing chart) X _____	=		\$ _____
4. Estimated Interval for Completion of Items 1, 2 or 3: <u>10</u> Days			
5. Additional requirements of CLEC: _____			

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:
Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387
 A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

Exhibit D

Qwest Service Representative at: wsst@qwest.com. Put "Agree" on signature line.

Exhibit D

ATTACHMENT 1.B

General Agreement _____
 BAN Number: _____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: _____ Date Replied to CLEC: _____

****NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.****

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$_____
2. Innerduct Field Verification Fee	_____	_____	\$_____
3. Preparation of private ROW documents	_____	_____	\$_____
4. Access Agreement Prep. and Consideration\$10/ Access Agreement	_____	_____	\$_____
5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days			

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

The original signed form must be sent with a check for the verification amount to:
Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
 An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

Exhibit D

ATTACHMENT 2 Poles/Innerduct Order

General Agreement _____

BAN Number: _____

****NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE****

Make-ready Work required: Yes () No ()

Date Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

- a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
- b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	\$ _____ /	_____	\$ _____
2. Innerduct Occupancy, Per Foot	\$ _____	_____	\$ _____
3. Request conf. call for Construction?	____ YES ____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO _____ (_____ /DAY * _____ DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER _____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Title	Title

Exhibit D

Date		Date
------	--	------

Exhibit D

ATTACHMENT 3

General Agreement: _____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ (“CLEC”) and Qwest Corporation (“Qwest”), for one or more Orders for the CLEC to obtain access to Qwest’s Right-of-Way (“ROW”) and/or to install/attach and maintain their communications facilities (“Facilities”) to Qwest’s Poles and/or placement of Facilities on or within Qwest’s Innerduct (collectively “Poles/Innerduct”) described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly “Order” or collectively, “Orders”). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

- 1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest’s ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC’s use.
- 1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

Exhibit D

- 3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3. If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4. If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.
- 3.5. Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

- 4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.
- 4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2. General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the

Exhibit D

work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

- 5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.
- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.
- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

Exhibit D

- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

- 6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.
- 6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.
- 6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.
- 6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.
- 6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

Exhibit D

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

- 7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.
- 7.2. Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

- 8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.
- 8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.
- 8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost

Exhibit D

of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.

- 8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.
- 9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.
- 9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair

Exhibit D

or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES. CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

Exhibit D

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. **FORCE MAJEURE**

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

Exhibit D

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

13. **DISPUTE RESOLUTION.**

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS.**

Exhibit D

- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.
- 16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC

Qwest Corporation

Signature

Signature

Name Typed or Printed

Name Typed or Printed

Title

PRODUCT MANAGER _____
Title

Date

Date

<p>Address for Notices</p> <p>Contact: Phone: FAX:</p>	<p>Address for Notices</p> <p>Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202</p> <p>Contact: Manager Phone: 303-896-5432 FAX: 303-896-9022</p>
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Exhibit D

EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

_____ 20__

Send to:

Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. _____ granted to us under the terms of the Innerduct Agreement dated _____, 20__ we have completed installation of the following cable into the following ducts.

Municipality _____

<u>Location</u>		
<u>From</u>	<u>To</u>	<u>Cable and</u>
<u>Manhole at</u>	<u>Manhole at</u>	<u>Equipment Installed</u>

Name of CLEC
By: _____
Title: _____

Receipt of the above report is hereby acknowledged _____, 20__.

Qwest Corporation
By: _____
Title: _____

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ____, unless a change has been previously authorized in writing by Licensor.

Exhibit D

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT ORDER BY CLEC

CLEC: _____

Return to:

Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated _____, 20__, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated _____, 20__) effective _____.

#	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received _____

Date Modification Received _____

By: _____

Name of CLEC

Discontinued:
Poles _____
Anchors _____

By: _____
Anchor/Guy Strands _____ Its: _____

Exhibit D

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:

Manager
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20___, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is _____, and _____, a _____, whose address is _____ ("Grantee").

RECITALS

- A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

Exhibit D

with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

Exhibit D

5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate

Exhibit D

this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Exhibit D

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature pages follow]

Exhibit D

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

QWEST CORPORATION, a Colorado corporation,
successor in interest to
U S WEST COMMUNICATIONS, INC.,
a Colorado corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as
_____ of QWEST CORPORATION, a Colorado
corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

Exhibit D

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____, a

By: _____

Name:

Title:

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ as
_____ of _____,
a _____.

Witness my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

Exhibit D

Exhibit D

EXHIBIT 1

Right of Way Agreement

(This represents the ROW agreement between the Co-Provider and the property owner)

EXHIBIT E

Reserved for Future Use

EXHIBIT F - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

EXHIBIT G

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 Redlined 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	MasterRedlineCLEAN030702	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.
7	MasterRedlineCLEAN032702	03-27-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
8			3.3	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
9	MasterRedlineCLEAN040802	04-08-02	1.0	Introduction and Scope		Added language agreed to at April 4 Redesign Meeting.
10			2.0	Managing The CMP		Added language agreed to at April 4 Redesign Meeting. Moved Section to 2.0 from 7.0
11			3.0	Meetings		Moved section to 3.0 from 8.0.
12			6.0	OSS Interface Release Calendar		Added language agreed to at April 4 Redesign Meeting.
13			10.0	Prioritization		Moved Appendices to end of document

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
14			10.2.4	Prioritization	Late Adder	Added language agreed to at April 4 Redesign Meeting.
15	MasterRedlineCLEAN041602b	04-16-02	5.4	Change Request Initiation Process	Qwest Originated Product/Process Changes	Added language agreed to at April 16 Redesign Meeting.
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added revised language agreed to at May 2. 2002 Redesign Meeting.
17			5.5	Change Request Process	Crossover Change Requests	Added revised language agreed to at May 2. 2002 Redesign Meeting.
18			10.2.5	Prioritization	Withdrawal of Prioritized CRs	Added language agreed to at May 2. 2002 Redesign Meeting.
19			10.3	Prioritization	SCRP	Added revised language agreed to at May 2. 2002 Redesign Meeting.
20			13.0	Training	N/A	Added language agreed to at May 2. 2002 Redesign Meeting.
21	MasterRedlineCLEAN052202a	05-22-02	5.6	Change Request Process	Change Request Status Codes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
22			5.7	Change Request Process	Change Request Suffixes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
23	MasterRedlineCLEAN060602	06-06-02	2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at June 5-6, 2002 Redesign Meeting.
24			5.1	Change Request Process	CR Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
25			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
26			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added IMA Software Development Timeline agreed to at June 5-6, 2002 Redesign Meeting.
27			5.5	Change Request Process	Postponement and Arbitration of a Product/Process Change	Added language agreed to at June 5-6, 2002 Redesign Meeting.
28			5.6, 5.7, and 5.8	Change Request Process	Multiple	Renumbered based on addition of new Section 5.5
29			16.0	Exception Process		Added language agreed to at June 5-6, 2002 Redesign Meeting.
30			Definition of	Definition of Terms		Added language agreed to at June 5-6, 2002

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
			Terms			Redesign Meeting.
31			All	All	All	Cosmetic and clarifying changes agreed to at June 5-6, 2002 Redesign Meeting.
32	MasterRedlineCLEAN061802	06-18-02	2.1	Managing the Change Management Process	Managing the Change Management Process Document	Added language agreed to at June 17-18, 2002 Redesign Meeting.
33			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.
34			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.
35			12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.
37	MasterRedlinedCLEAN071002	07-10-02	2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.
38			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.
39			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.
40			All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.
41	MasterRedlinedCLEAN072302	07-23-02	10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.
42			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.
43			All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.
44	MasterRedlinedCLEAN072602	07-26-02	1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.
45			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.
46			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.
47			10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
48	QwestWhslChgMgtDoc091302	09-13-02	All			Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.
49			2.1	Managing the Change Management Process	Managing the Change Management Process Document	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
50			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
51			2.4.5	Managing the Change Management Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
52			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.3	Exception Process	Notice of Exception Request Discussion and Vote at Upcoming CMP Meeting	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
59	QwestWhslChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
60	QwestWhslChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
61	QwestWhslChgMgtDoc010603	01-06-03	12.0	Production Support	Request for a Production	Modified language as approved by unanimous CMP

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
					Support Change	vote at December 18, 2002, Monthly CMP Product/Process Meeting
62			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
63			5.0	Change Request Process	Level 2 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhslChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface		Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhslChgMgtDoc061803	06-18-03	5.0	Change Request Process	Systems Change Request Origination Process	Modified language as approved by unanimous CMP vote at the June 18, 2003, CMP Product/Process Meeting
68	QwestWhslChgMgtDoc121103	12-11-03	5.1.4, 10.3.1, 10.4	Change Request Process, Prioritization	Systems Change Request Origination Process, Prioritization Review, Special Change Request Process	Modified language as approved by unanimous CMP vote at September 17, 2003, CMP Product/Process Meeting
69	QwestWhslChgMgtDoc041904	04-19-04	3.0	Change Management Process Meetings		Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.4 12.5	Production Support	Reporting Trouble to IT Severity Levels	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.7	Production Support	Notification Intervals	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.3	Production Support	Request for a Production Support Change	Added language around making a software patch or event notification or initiate a meeting to discuss the patch
70	QwestWhslChgMgtDoc022105	02-21-05	5.1.4	Change Request Process	Systems Change Request Origination Process	Added language agreed to at the December 2004 CMP Product/Process Meeting
			5.2.5	Change Request Process	Code & Test	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.0	Change to an		Added language agreed to at the December 2004

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Existing OSS Interface		CMP Product/Process Meeting
			8.1.1	Change to an Existing OSS Interface	Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.2	Change to an Existing OSS Interface	Walk Through of Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.3	Change to an Existing OSS Interface	CLEC Comments on Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.4	Change to an Existing OSS Interface	Qwest Response to CLEC Comments	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.5	Change to an Existing OSS Interface	Final Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			10.1	Prioritization	Test Environment Releases	Added language agreed to at the December 2004 CMP Product/Process Meeting
71	QwestWhslChgMgtDoc030305	03-03-05	Table of Contents			Modified Appendix D entry to relay most current effective date on Sample CR Form
			Appendix D	Sample Change Request Form – As Of 03/03/05		Updated Appendix D – Sample Change Request Form with most current approved document as agreed to in January 2005 CMP Product/Process Meeting
72	QwestWhslChgMgtDoc032805	03-28-05	3.0	Change Management Process Meetings		Added language agreed to at the March 2005 CMP Product/Process Meeting
73	QwestWhslChgMgtDoc091305	09-13-05	11.0	Application-to-Application Interface Testing		Remove reference to interoperability testing environment.
			Definition of Terms	Definition of Terms	Design, Development, Notification, Testing, Implementation and Disposition	Remove reference to interoperability testing environment in both the Term and Definition portion.
74	QwestWhslChgMgtDoc110805	11-08-05	5.8	Change Request Process	Change Request Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process

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Qwest Wholesale Change Management Process Document –09-19-06

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
						when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.
76	QwestWhslChgMgtDoc091906	091906	12.9	Production Support	Communications	Modified language to eliminate duplicate work associated to Event Notification.

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Qwest Wholesale Change Management Process Document -

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

TABLE OF CONTENTS

1.0	INTRODUCTION AND SCOPE	15
2.0	MANAGING THE CHANGE MANAGEMENT PROCESS	17
2.1	Managing the Change Management Process Document	17
2.2	Change Management Point-of-Contact (POC)	17
2.3	Change Management POC List	18
2.4	Qwest CMP Responsibilities	18
2.4.1	CMP Manager	18
2.4.2	Change Request Project Manager (CRPM)	18
2.4.3	Escalation/Dispute Resolution Manager	18
2.4.4	Implementation Obligations	19
2.4.5	Adherence to this CMP	19
2.5	Method of Communication	19
2.6	CMP Relationship with Management of Performance Indicator Definitions (PIDs)	20
3.0	CHANGE MANAGEMENT PROCESS MEETINGS	22
3.1	Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings	22
3.2	Meeting Minutes for Change Management Process Meetings	23
3.3	Qwest Wholesale CMP Web Site	23
4.0	TYPES OF CHANGE	25
4.1	Regulatory Change	25
4.2	Industry Guideline Change	25
4.3	Qwest Originated Change	25
4.4	CLEC Originated Change	25
5.0	CHANGE REQUEST PROCESS	26
5.1	CLEC-Qwest OSS Interface Change Request Process	26
5.1.1	Regulatory or Industry Guideline Change Request	26
5.1.2	Implementation of Regulatory CRs	27
5.1.3	Industry Guideline Change Request	28
5.1.4	Systems Change Request Origination Process	28

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5.2	CLEC-Qwest OSS Interface Change Request Lifecycle	31
5.2.1	Business and Systems Requirements	31
5.2.2	Packaging	32
5.2.3	Design	32
5.2.4	Commitment	32
5.2.5	Code & Test	32
5.2.6	Deployment	33
5.3	CLEC Originated Product/Process Change Request Process	35
5.3.1	Implementation Notification	37
5.4	Qwest Originated Product/Process Changes	37
5.4.1	Level 0 Changes	38
5.4.2	Level 1 Changes	38
5.4.3	Level 2 Changes	40
5.4.4	Level 3 Changes	41
5.4.5	Level 4 Changes	43
5.5	Postponement and Arbitration of a Product/Process Change	46
5.5.1	Timeframe for Request for Postponement	46
5.5.2	Process for Initiating a Postponement Request	47
5.5.3	Qwest’s Determination of Postponement Request	48
5.5.4	Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds	49
5.6	Comparability of Change Request Treatment	53
5.7	Crossover Change Requests	53
5.8	Change Request Status Codes	54
5.9	Change Request Designations	56
6.0	OSS INTERFACE RELEASE CALENDAR	57
7.0	INTRODUCTION OF A NEW OSS INTERFACE	58
7.1	Introduction of a New Application-to-Application Interface	58
7.1.1	Initial Release Notification	58
7.1.2	CLEC Comments to Initial Release Notification	58
7.1.3	Qwest Response to CLEC Comments	58
7.1.4	Preliminary Implementation Plan Review Meeting	59
7.1.5	Draft Interface Technical Specifications	59
7.1.6	Walk Through of Draft Interface Technical Specifications	59
7.1.7	CLEC Comments on Draft Interface Technical Specifications	59
7.1.8	Qwest Response to CLEC Comments	60
7.1.9	Final Interface Technical Specifications	60
7.2	Introduction of a New GUI	60
7.2.1	Initial Release Notification	60
7.2.2	Draft Release Notes	61

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7.2.3	GUI Overview Meeting	61
7.2.4	CLEC Comments	61
7.2.5	Qwest Response to CLEC Comments	61
7.2.6	Final Release Notes	61
8.0	CHANGE TO AN EXISTING OSS INTERFACE	64
8.1	Application-to-Application Interface	65
8.1.1	Draft Interface Technical Specifications	65
8.1.2	Walk Through of Draft Interface Technical Specifications	66
8.1.3	CLEC Comments on Draft Interface Technical Specifications	66
8.1.4	Qwest Response to CLEC Comments	66
8.1.5	Final Interface Technical Specifications	66
8.1.6	Joint Testing Period	67
8.1.7	Release Documentation Addenda	67
8.2	Graphical User Interface (GUI)	67
8.2.1	Draft GUI Release Notes	67
8.2.2	CLEC Comments on Draft Interface Release Notification	68
8.2.3	Qwest Response to Comments	68
8.2.4	Content of Final Interface Release Notification	68
9.0	RETIREMENT OF AN EXISTING OSS INTERFACE	72
9.1	Application-to-Application OSS Interface	72
9.1.1	Initial Retirement Notification	72
9.1.2	CLEC Comments to Initial Retirement Notification	72
9.1.3	Qwest Response to Comments	72
9.1.4	Final Retirement Notification	72
9.1.5	Comparable Functionality	73
9.2	Graphical User Interface (GUI)	73
9.2.1	Initial Retirement Notification	73
9.2.2	CLEC Comments to Initial Retirement Notification	73
9.2.3	Qwest Response to Comments	74
9.2.4	Comparable Functionality	74
9.2.5	Final Retirement Notification	74
10.0	PRIORITIZATION	77
10.1	Test Environment Releases	77
10.2	Regulatory Change Requests	77
10.2.1	Regulatory Changes	77
10.2.2	Industry Guideline Changes	78
10.2.3	Regulatory Change Implementation	78
10.3	Prioritization Process	78
10.3.1	Prioritization Review	78

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10.3.2	Ranking Process	79
10.3.3	Ranking Tabulation Process	79
10.3.4	Ranking of Late Added CRs	79
10.3.5	Withdrawal of Prioritized CRs	80
10.4	Special Change Request Process (SCRP)	81
10.4.1	SCRP Request Form	81
10.4.2	Qwest Acknowledges SCRCP Request Receipt with a Confirmation E-mail	82
10.4.3	Process Fee Invoice	82
10.4.4	SCRP Review Meeting	82
10.4.5	Preliminary SCRCP Quote and Review Meeting	82
10.4.6	Firm SCRCP Quote and Review	83
10.4.7	Payment Schedule	84
10.4.8	Applicable SCRCP Charges	84
11.0	APPLICATION-TO-APPLICATION INTERFACE TESTING	85
11.1	Testing Process	86
12.0	PRODUCTION SUPPORT	87
12.1	Notification of Planned Outages	87
12.2	Newly Deployed OSS Interface Release	87
12.3	Request for a Production Support Change	87
12.4	Reporting Trouble to IT	89
12.4.1	Systems Problem Requiring a Workaround	90
12.5	Severity Levels	90
12.6	Status Notification for IT Trouble Tickets	92
12.7	Notification Intervals	93
12.8	Process Production Support	94
12.8.1	Reporting Trouble to the ISC	94
12.8.2	Multiple Tickets	95
12.8.3	Work Arounds	96
12.8.4	Transfer Issue from WSD to ITWSHD	96
12.9	Communications	97
13.0	TRAINING	98
13.1	Introduction of a New GUI	98
13.2	Changes to an Existing GUI	98
13.3	Product and Process Introductions and Changes	98
14.0	ESCALATION PROCESS	99
14.1	Guidelines	99
14.2	Cycle	99
15.0	DISPUTE RESOLUTION PROCESS	101

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16.0	EXCEPTION PROCESS	102
16.1	Exception Initiation and Acknowledgement	102
16.1.1	Requestor Submits an Exception Request	102
16.1.2	Tracking of an Exception Request	103
16.2	Exception Notification	103
16.2.1	Pre-Meeting	103
16.2.2	Conduct Exception Call/Meeting	104
16.3	Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting	104
16.3.1	Discussion and Vote Taken at the Monthly CMP Meeting	105
16.4	Vote on Exception Request	105
16.5	Exception Request Disposition Notification	106
16.6	Processing of the Exception Disposition	106
17.0	VOTING	107
17.1	Voter	107
17.2	Participation in the Vote	108
17.2.1	A Carrier is Entitled To a Single Vote	108
17.3	Notification of Vote	108
17.3.1	Notification Content	108
17.4	Voting Procedures	108
17.4.1	Quorum	108
17.4.2	Casting Votes	109
17.4.3	E-mail Ballots	109
17.4.4	Voting Tally Form	110
18.0	OVERSIGHT REVIEW PROCESS	111
18.1	Guidelines	111
18.2	Issue Submission	111
18.3	Issue Resolution	112
18.3.1	Response	112
18.3.2	Issue Meeting	112
18.3.3	Election to Pursue Issue with CMP Oversight Committee	113
18.3.4	Escalation or Dispute Resolution	113
18.4	CMP Oversight Committee	113
18.4.1	Membership	113
18.4.2	Role of the CMP Oversight Committee	113
18.4.3	Meetings of the CMP Oversight Committee	113
18.4.4	Submission of Oversight Review issues to the CMP Oversight Committee	114
18.4.5	CMP Oversight Review	114
18.4.6	Status and Recommendations of the CMP Oversight Committee	114

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APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS	115
APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM	116
APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST	117
APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05	118
APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM	122
APPENDIX F: CLEC-QWEST VOTING TALLY FORM	125
DEFINITION OF TERMS	126

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TABLE OF FIGURES

FIGURE 1: IMA SOFTWARE DEVELOPMENT TIMELINE	34
FIGURE 2: INTRODUCTION OF A NEW APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	62
FIGURE 3: INTRODUCTION OF A NEW GRAPHICAL USER INTERFACE (GUI) TIMELINE	63
FIGURE 4: RELEASE EXTENSION ILLUSTRATIVE TIMELINE	69
FIGURE 5: CHANGES TO AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	70
FIGURE 6: CHANGES TO AN EXISTING GRAPHICAL USER INTERFACE (GUI) TIMELINE	71
FIGURE 7: RETIREMENT OF AN EXISTING APPLICATION-TO-APPLICATION OSS INTERFACE TIMELINE	75
FIGURE 8: RETIREMENT OF AN EXISTING GRAPHIC USER INTERFACE TIMELINE	76

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CHANGE MANAGEMENT PROCESS (CMP)

1.0 INTRODUCTION AND SCOPE

This document defines the processes for change management of Operations Support Systems (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 (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state-in-region serving territory.

This CMP is managed by CLEC and Qwest Points of Contact (POCs) 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. This CMP includes the identification of changes and encompasses, as applicable, Design, Development, Notification, Testing, Implementation, Disposition of changes, etc. (See Change Request Status Codes, Section 5.8). Qwest will process any such changes in accordance with this CMP.

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

This 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 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

Throughout this CMP document, terms such as "agreement" or "consensus" are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP

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group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

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2.0 MANAGING THE CHANGE MANAGEMENT PROCESS

2.1 Managing the Change Management Process Document

Proposed modifications to this CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.0. Acceptance of such changes will be discussed at a regularly scheduled Monthly CMP Product/Process Meeting.

The originator of the change will send proposed redlined language and the reasons for the request with the change request at least fourteen (14) days in advance of the Monthly CMP Product/Process Meeting. The request originator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change including when the vote will be taken. Incorporating a change into this CMP requires unanimous agreement using the Voting Process, as described in Section 17.0. Each CMP change request will be assigned a CR number that contains a suffix of “CM” and will be included in the Monthly CMP Product/Process Meeting distribution package. The CMP change request and redlined language will be included in the Monthly CMP Product/Process Meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a Monthly CMP Product/Process Meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly CMP Product/Process Meeting, at which the vote will be taken, will indicate that a vote will be taken.

There will be a standing agenda item for each monthly CMP Meeting for discussion about issues relating to the operation and effectiveness of CMP. This discussion is intended to be open and receptive to all input with the goal of constantly evaluating and improving this CMP.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

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2.3 Change Management POC List

Primary, secondary and tertiary CLEC and Qwest POCs will be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at <http://www.qwest.com/wholesale/cmp/ppform.html>. If Qwest makes a Primary POC change it will follow the process as described in Section 5.4.3. The list will be posted on the Qwest CMP Web site and may include other contacts.

2.4 Qwest CMP Responsibilities

2.4.1 CMP Manager

The Qwest CMP Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Manager is responsible for coordinating the publication of the Qwest OSS Interface Release Calendar, as described in Section 6.0.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR, and coordinating the participation of the necessary SMEs in the discussions with the CLECs.

2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations, disputes and postponements in accordance with the CMP Escalation, Dispute Resolution and Postponement Processes. (See Sections 14.0, 15.0 and 5.5)

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2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will be modified to reflect the change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

2.4.5 Adherence to this CMP

As a general rule, if a CLEC indicates that Qwest is not following this CMP, and Qwest agrees, Qwest will correct the situation by following the process. If Qwest has failed to follow this CMP for a particular change, and is not able to withdraw the change and follow the applicable process, then Qwest and CLECs must unanimously agree on a different manner to correct the situation. If Qwest and the CLECs attempt to, but do not agree that a process was not followed or cannot agree on a manner to correct the situation, any CLEC may pursue any appropriate process available in this CMP (e.g., production support, escalation, dispute resolution, oversight committee).

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the Web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line “CMP”. E-mail communications regarding document changes will include direct Web site links to the related documentation. All Notifications are sent as “mailouts” and are distributed to all those who subscribe to such notifications at <http://www.qwest.com/wholesale/notices/cnla/maillist.html>.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, <http://www.qwest.com/wholesale/cmp/review.html>. For the duration of the agreed upon comment period as specified in this CMP, CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site, CLECs may submit their comments on a specific document by selecting the “Submit Comments” link associated with the document. The “Submit Comments” link will take CLECs to an HTML comment template. If for any reason the “Submit” button on the site does not function properly, CLECs may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

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In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words “PROPRIETARY BEGIN” and “PROPRIETARY END,” respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, cmpcr@qwest.com. Such e-mails must have a subject line beginning with PROPRIETARY.

This CMP contains references to required notifications. Such references typically identify specific information that must be included in such notifications. Such information is not an exclusive list. Qwest will use reasonable efforts to include such other information in its possession that may be useful in aiding CLECs to understand the scope and purpose of the notification.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest’s performance in connection with Qwest’s application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest’s Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the “PID Administration Group”).

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the

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issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

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3.0 CHANGE MANAGEMENT PROCESS MEETINGS

Change Management Process meetings will be conducted on a regularly scheduled basis. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, manage the implementation of Product/Process and System changes, and address Change Requests. Qwest will review the status of all applicable Change Requests. The meeting may also include discussions of Qwest's OSS Interface Release Calendar.

CLEC's request for additional agenda items and associated materials must be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials and will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring hard copy materials of the walk-on items to the meeting and should, at least two (2) hours prior to the meeting, provide copies of such materials electronically (soft copy) to the CMP Manager, cmpcr@qwest.com, for distribution to all parties.

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 CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. Notification for these meetings will be distributed at least five (5) business days prior to their occurrence. Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP.

3.1 Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings

Meeting materials will include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses, as applicable
 - New/Active
 - Updated
- Issues, Action Items Log and associated statuses
- Release Summary, as applicable
- OSS Interface Release Calendar, as described in Section 6.0

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- Date TBD Trouble Tickets, as described in Section 12.3
- Any other material to be discussed

Qwest will provide Meeting Materials (distribution package) electronically, by noon (MT), three (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.

3.2 Meeting Minutes for Change Management Process Meetings

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

Minutes will be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments will be provided by noon (MT) two (2) business days after receiving draft minutes to the Qwest CMP Manager, cmpcr@qwest.com. Revised minutes, if CLEC comments are received, will be posted to the CMP Web site within nine (9) business days by noon (MT) after the meeting.

3.3 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 will be updated in a timely manner. The Web site will be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (distribution package), will be maintained on the Web site. Change Requests and notifications will be identified in accordance with the agreed upon naming conventions to facilitate ease of identification. 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 Qwest CMP Manager, cmpcr@qwest.com. At a minimum, the CMP Web site will include:

- Current version of the Qwest Wholesale Change Management Process Document
- OSS Interface Release Calendar
- OSS Interface hours of availability
- Links to related Web sites, such as IMA EDI, IMA GUI, CEMR, Document Review and Notifications
- Change Request Form and instructions to complete form
- Submitted and open Change Requests and the status of each, including written responses to CLEC inquiries
- Meeting (formal and informal) information for Monthly CMP Meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules, if applicable
- Interactive CR Report
- Meeting materials (distribution package)

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- CLEC Notifications and associated requirements
- Directory to CLEC Notifications for the month
- 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)
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

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4.0 TYPES OF CHANGE

A Change Request must be within the scope of CMP and will fall into one of the following classifications. Types of Changes apply to Systems and Product/Process.

4.1 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. 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 originate the Change Request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines. Either Qwest or the CLEC may originate the Change Request and these changes are subject to the same processes under this CMP as Qwest and CLEC Originated Changes. These industry guidelines are 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 Interchange Committee (EDI)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated Change is originated by Qwest and does not fall within the changes listed above.

4.4 CLEC Originated Change

A CLEC Originated Change is originated by the CLEC and does not fall within the changes listed above.

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5.0 CHANGE REQUEST PROCESS

5.1 CLEC-Qwest OSS Interface Change Request Process

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). A Change Request originator will complete and e-mail a completed Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com, in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL: <http://www.qwest.com/wholesale/cmp/index.html>.

The CR Process supports Regulatory, Industry Guideline, CLEC originated and Qwest originated changes. The process for Regulatory changes will be managed as described in Section 5.1.1, Section 5.1.2 and Section 5.1.3.

5.1.1 Regulatory Change Request

Qwest or any CLEC may submit Regulatory CRs. The party submitting a Regulatory CR must also include sufficient information to justify the CR being treated as a Regulatory CR in the Description of Change section of the CR Form. Such information must include specific references to regulatory or court orders or legislation as well as dates, docket or case numbers, page or paragraph numbers and the mandatory or recommended implementation dates, if any. All Regulatory CRs initially must be submitted as systems CRs, including when the Regulatory CR clearly is for a product/process change, and will be introduced at the Monthly CMP Systems Meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR Form and include as much information supporting the application of the exception as practicable.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web site and identify when comments are due and when a vote is to be taken, as described below. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

Not later than eight (8) business days prior to the Monthly CMP Systems Meeting, any party objecting to the classification of such CR as Regulatory must submit a statement to the CMP Manager, cmpcr@qwest.com, documenting reasons why the objecting party does not agree that the CR should be classified as a Regulatory change. Regulatory CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory, that CR will be discussed at the next Monthly CMP Systems Meeting. At that meeting, Qwest and the CLECs will conduct a vote under Section 17.0 to determine whether there is unanimous agreement that the CR is a Regulatory change. If Qwest or any CLEC does not agree that the CR is Regulatory, the CR will be treated as a non-Regulatory CR and prioritized, if applicable, with the CLEC originated and Qwest originated CRs, unless and until the CR is declared to be Regulatory through the Dispute Resolution Process. (See Section 15.0) Final determination of CR type will

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be made by the CLEC and Qwest POCs at that Monthly CMP Systems Meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated Level of Effort expressed in terms of person hours required for the mechanized solution. The cost analyses will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a Majority vote, as described in Section 17.0, at the Monthly CMP Systems Meeting in favor of one of the following exceptions.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the Monthly Systems CMP Meeting when the implementation plan is presented.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a product/process CR through the Monthly CMP Product/Process Meetings. (See Section 5.7)

If Qwest is unable to fully implement a mechanized solution in the first Release that occurs after the CMP participants agree that a change is a Regulatory CR, 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, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a Regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated

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volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the new CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the new CR as a Regulatory CR, it will be treated as a Qwest or CLEC originated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate the Dispute Resolution Process. (See Section 15.0)

5.1.3 Industry Guideline Change Request

Industry Guideline CRs will be submitted as Systems CRs, but if it is determined they should be implemented as a Product/Process change, the CR will follow the Crossover process as documented in Section 5.7. The party submitting the Industry Guideline CR must identify on the CR Form that the CR should be designated an Industry Guideline CR and identify the industry forum that recommended that change. The party submitting an Industry Guideline CR must also include sufficient information to justify the CR being treated as an Industry Guideline CR in the Description of Change section of the CR Form. Such information must include specific references to the industry forum issue or recommendation and the recommended implementation date, if any.

5.1.4 Systems Change Request Origination Process

If a CLEC or Qwest wants Qwest to change, introduce or retire an OSS Interface, the originator will e-mail a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

- The Qwest CMP Manager will assign a CR Number, and log the CR into the CMP database
- The Qwest CMP Manager sends acknowledgement of receipt to the CR originator and updates the CMP database.

Within two (2) days after acknowledgement:

- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The Qwest CMP Manager posts the valid CR to the CMP Web site via Qwest's interactive report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.
- 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

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Qwest Wholesale Change Management Process Document –09-19-06

- Assigned CRPM contact information
- Assigned CR number
- Designated Qwest SMEs and associated director(s)
- Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the CR originator and Qwest's SME(s). 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. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

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 Qwest must produce in order to close the CR. The originator should provide, in the CR, as much detail as possible. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Systems Meeting will be presented at that Monthly CMP Systems Meeting for clarification from all CLECs participating in the Monthly CMP Systems Meeting.

At the Monthly CMP Systems Meeting, the originator will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the Monthly CMP Systems Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR.

CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

Qwest will develop a draft response based on the CR discussion at the Monthly CMP Systems Meeting. Prior to the next scheduled Monthly CMP Systems Meeting the CRPM will post responses to systems CRs to the CMP database. The response will be made available via the interactive reports and the distribution package for the Monthly CMP Systems Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the request) with position stated, or

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Qwest Wholesale Change Management Process Document –09-19-06

- “Denied” (Qwest will not implement the request) with basis for the denial and a detailed explanation, including reference to substantiating material. OSS Interface Change Request may be denied for one or more of the following reasons:
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. The Special Change Request Process (SCRCP) (Section 10.4) may be invoked if a CR was denied as economically not feasible.

Based on the comments received from the Monthly CMP Systems Meeting, Qwest may revise its response and issue a revised draft response at the next Monthly CMP Systems Meeting.

If any CLEC does not accept Qwest’s response, any CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (Sections 14.0 and 15.0) If the Originator does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If any CLEC does not accept Qwest’s response and does not intend to escalate or dispute at the present time, it may request Qwest to status the CR as ‘Deferred.’ The CR will remain as Deferred and any CLEC may re-activate the CR at a later date.

NOTE: For system CRs associated with Billing, CRs will likely be prioritized for a specific set of Qwest billing system implementation dates (referred in this document as a “Release” or “release”) versus one specific release with a single implementation date which is the case for IMA and CEMR/MEDIACC. In the context of Billing prioritization and/or packaging, when “release” is referred to, the reference is to a specific set of billing system implementation dates.

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At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. In order for a CR to be eligible for prioritization in the upcoming release, it must be presented at least one (1) month prior to the Prioritization Review meeting in accordance with Section 10.3.1. 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 10.0, Prioritization. The results of the ranking will produce an Initial Prioritization List.

Pursuant to this CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active systems CR. In these situations, Qwest will open a second systems CR with the same number as the original CR and a “MN” suffix. Qwest will process this “MN” CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release, in accordance with Section 10.3.5. Based on the Initial Prioritization List, Qwest will begin its development cycle that includes the milestones listed below.

5.2.1 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 present, at the Monthly CMP Systems Meeting, 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 Initial Prioritization List (late added CRs). If there is a unanimous votes (see Section 17.0) to consider the late added CRs for addition to the Initial Prioritization 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 candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Ranking of Later Added CR process (see Section 10.3.4). 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

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Release. If packaging has already been presented as described in 5.2.2, any party seeking to submit a late-added CR must follow the Exception process.

5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates, including a package of only the prioritized candidates in order. 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 estimate of the Level of Effort for each CR and the estimated total capacity of the Release. If more than one option is presented, a vote will be held within two (2) days after the meeting on the options. The packaging option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 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.

5.2.4 Commitment

After design, Qwest will present a commitment list of CRs that can be implemented. Qwest will provide an updated Level of Effort for each CR and the estimated total capacity of the Release. These candidates become the committed candidates for the Release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing required by Qwest 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 Monthly CMP Systems Meeting. Options can include either the removal of that candidate from the list or a postponement in the implementation 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

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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.

5.2.6 Deployment

During the deployment phase, Qwest representatives from the business and operations review and agree the system is ready for full deployment. Qwest deploys the Release and initiates and conducts production support .

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 updated to CLEC test and presented for closure at the next Monthly CMP Systems Meeting.

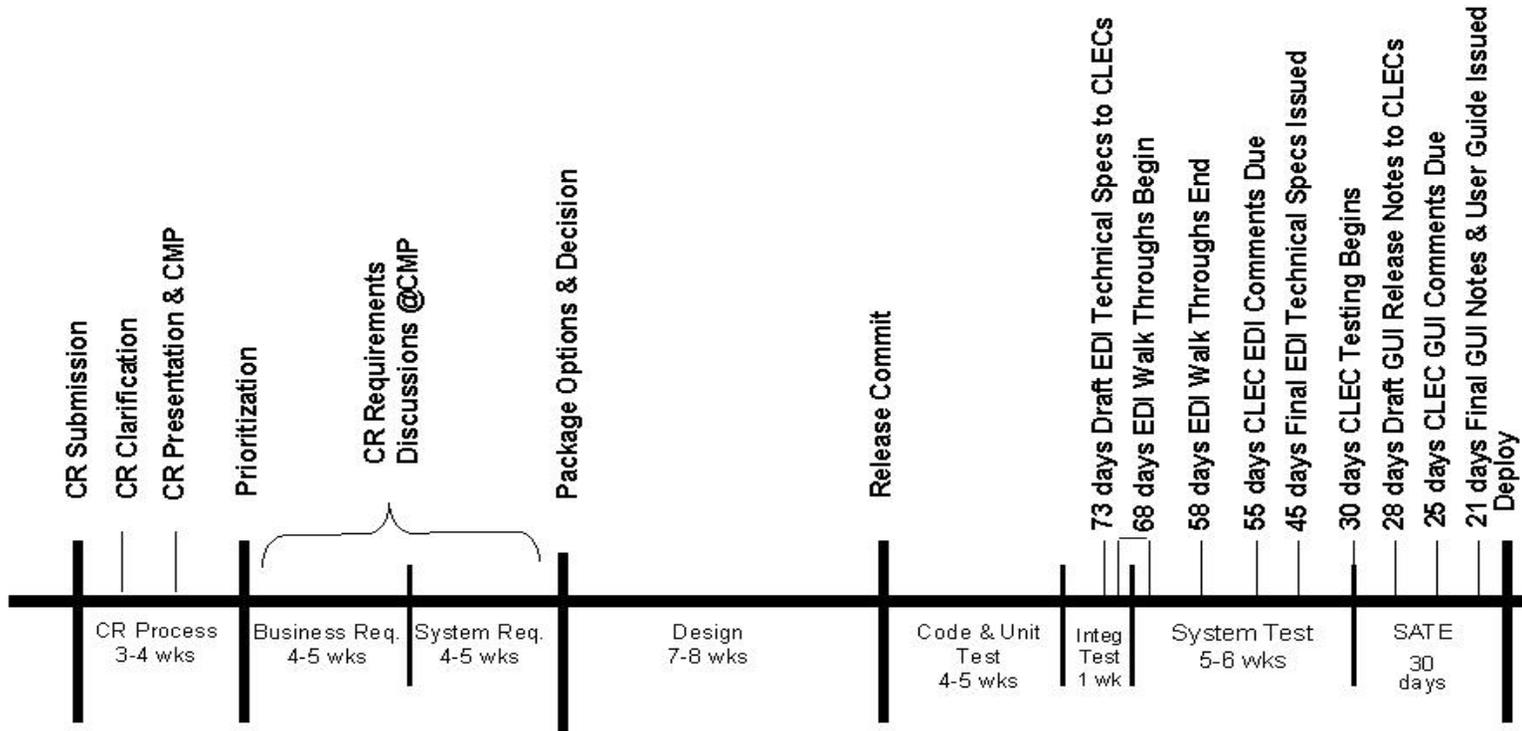
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Figure 1: IMA Software Development Timeline

IMA Software Development Timeline

Time for each phase is approximate and based on current release timelines. Time per phase can change per business needs.



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5.3 CLEC Originated Product/Process Change Request Process

If a CLEC wants Qwest to change a product/process, the CLEC e-mails a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR:

- The Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary
- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP 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 (*i.e.*, CLEC name)
 - Assigned CRPM contact information
 - Assigned CR number
 - Designated Qwest SMEs and associated director(s)
 - Status of the CR (e.g, Submitted)

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. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the Originating CLEC will 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 fourteen (14) calendar days prior to the next scheduled Monthly CMP Product/Process Meeting will be presented at that Monthly CMP Product/Process Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that Monthly CMP Product/Process Meeting as a walk-on item with current status. The Originating CLEC will

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present the 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 be given the opportunity to comment on the CR and subsequent clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response 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 and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:
 - Technologically not feasible—a technical solution is not available
 - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
 - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
 - Economically not feasible—low demand, cost prohibitive to implement the request, or both
 - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. SCRIP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled Monthly CMP Product/Process Meeting, the CRPM will have the response posted to the Web, added to the CMP Database, and will notify all CLECs via e-mail.

All Qwest Responses will be presented at the next scheduled Monthly CMP Product/Process Meeting. Qwest will conduct a walk through of its 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 CMP Product/Process Meeting, Qwest may revise its Response and issue a modified Response at the next Monthly CMP Product/Process Meeting. Within ten (10) business days after the Monthly CMP Product/Process 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 or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0) If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written

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notification to the Qwest CMP Manager, cmpcr@qwest.com. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

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 remain as Deferred and CLECs may reactivate 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/process to be developed
- Qwest Denied the CLEC CR and no further action is required by CLEC

5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows.

Prior to implementing a CLEC originated product/process CR Qwest must notify the CLECs of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

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

5.4 Qwest Originated Product/Process Changes

The following defines five levels of Qwest originated product/process changes and the process by which Qwest will originate 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 Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.

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5.4.1 Level 0 Changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetizing information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Removing unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, Web change form, or History Log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 Changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product/process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification.

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Level 1 Change Categories are:

- Time critical corrections to information that adversely impacts CLECs' ability to conduct business with Qwest
- Corrections/clarifications/additional information that do not change the product/process
- Corrections to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notification needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notification needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product/process
- Re-notifications issued within one hundred and eighty (180) calendar days after initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a product/process change to be effective in less than twenty-one (21) days
- Training information (note: if a class is cancelled, notification is provided two (2) weeks in advance)
- 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.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition level 1, description of change, that changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager by e-mail at cmpcr@qwest.com immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will respond to the CLEC, within one (1) business day, and work to resolve the issue. Possible resolutions may include withdrawal of the change, re-notification under a different level or creation of a new category of change under a different level. In addition, Qwest will provide the following for PCAT and Non-FCC Technical Publication ("Tech Pub") changes:

- The complete red-lined PCAT or Non-FCC Tech Pub will be available for review in the Product/Process Document Review Archive section of the CMP Web site, http://www.uswest.com/wholesale/cmp/review_archive.html,
- A History Log that tracks the changes

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5.4.3 Level 2 Changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (Expedites and Escalations Overview (<http://www.qwest.com/wholesale/clecs/exesclover.html>), Wholesale Customer Contacts (<http://www.qwest.com/wholesale/clecs/escalations.html>), Technical Escalations Contact List (<http://www.qwest.com/wholesale/systems/productionsupport.html>), CMP Points of Contact (POCs, Qwest POC changes only) (<http://www.qwest.com/wholesale/cmp/poc.html>))
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for twenty-one (21) days until comments are addressed. (Either a demo or screen shot presentation will be available at the time of the notification for evaluation during the twenty-one (21) day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued one hundred and eighty (180) calendar days or more after the initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS Interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications
- LSOG/PCAT documentation changes associated with new OSS Interface Release documentation resulting from an OSS Interface CR
- Reduction to an interval in Qwest's SIG

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.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notification to CLECs. Level 2 notifications will state the disposition level 2, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <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 Non-FCC Tech Pubs, a comments link will be provided within the notification for comments.

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Qwest Wholesale Change Management Process Document –09-19-06

Qwest must provide initial notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have seven (7) calendar days following initial notification of the change to provide written comments on the notification.
- Qwest will reply to CLEC comments no later than seven (7) 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 seven (7) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than twenty-one (21) calendar days from the initial notification.

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

If a CLEC requests to change the disposition level of a noticed change, CLECs and Qwest will discuss such requests at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. 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 with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notification 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 Process or Dispute Resolution Process. (See Sections 14.0 and 15.0)

5.4.4 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 notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

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Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a product/process change to be effective in twenty-one (21) days or more

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

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notification to CLECs. Level 3 notifications will state the disposition level 3, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 changes and any dependent Level 1 and Level 2 changes. Level 3 notifications of Tech Pub changes may include notification of any Level 1, Level 2 and Level 3 change.

For a Level 3 notification that Qwest believes should fall under a different Level, Qwest will propose the Level under which it believes that change should be processed. CLECs and Qwest will discuss the proposal in the next Monthly CMP Product/Process Meeting. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, <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 notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have fifteen (15) calendar days following initial notification of the change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (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 fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

Note: 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 (local exchange services) provided by CLECs to their end users

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Qwest Wholesale Change Management Process Document –09-19-06

- Qwest will implement no sooner than fifteen (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 thirty-one (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 forty-five (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 level of a noticed change
 - 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).
 - A request to change disposition level to a Level 0, Level 1 or Level 2 is not required 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 notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC 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 notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. 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 with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification.

For a request for postponement of a Level 3 change, Qwest will follow the procedures as outlined in Section 5.5 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. (See Sections 14.0 and 15.0)

5.4.5 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 originated using the CMP CR process and provide CLECs an opportunity to have input into the development of the change prior to implementation.

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Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's Service Interval Guide (SIG)
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS Interface CR (See Section 5.1)

For any noticed change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification with an indication in the notification that Qwest believes the change should be a Level 4 change.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than fourteen (14) calendar days prior to the Monthly CMP Product/Process 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 sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP 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)
 - Status of the CR (e.g., Submitted)

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Qwest Wholesale Change Management Process Document –09-19-06

Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition level of the Change (see below).
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain agreement for input approach
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the Monthly CMP Product/Process 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 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 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 Monthly CMP Product/Process 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 notification of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 changes and any dependent Level 1, Level 2 changes, and Level 3 changes. Level 4 notifications of Tech Pub changes may include notification of any Level 1, Level 2, Level 3, and Level 4 change. This notification will be provided at least thirty one (31) calendar days prior to implementation. The notification 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 red-lined and available for review in the Document Review site with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have fifteen (15) calendar days following notification of the planned change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (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 fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

Note: 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 (local exchange services) provided by CLECs to their end users

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Qwest Wholesale Change Management Process Document –09-19-06

- Qwest will implement no sooner than fifteen (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 thirty one (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 forty five (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 postponement of implementation, or effective date for which comments are being provided.

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

For a request for postponement of a Level 4 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue the Dispute Resolution Process in accordance with Section 15.0.

5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product/process change in accordance with this section.

5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

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5.5.1.2 CLEC-Originated Product/Process Changes

For CLEC-originated product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in Section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within two (2) business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

5.5.2 Process for Initiating a Postponement Request

5.5.2.1 CLEC Initiates Postponement Request by E-mail

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address (cmpesc@qwest.com).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the Dispute Resolution Process (Section 15.0). In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and
- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

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5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request will state the harm it would suffer if Qwest does postpone the change.

5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLECs

Within two (2) business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP Web site within three (3) business days after receipt of the complete request or response.

5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

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5.5.3.1 Standard for Determining whether to Postpone.

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

Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than thirty (30) calendar days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty (30) calendar days following notification to CLECs that Qwest will not postpone the proposed change.

5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated Dispute Resolution proceedings (Section 15.0) with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the question of whether Qwest must postpone implementation of the proposed change until the

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dispute or the postponement request is resolved under the Dispute Resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates Dispute Resolution proceedings on the issue. As decisions on the dispute or the postponement request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to “CLEC” and “CLECs” include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated Dispute Resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to “parties” will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to “all parties” in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

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5.5.4.1.2 Alternative Dispute Resolution Organization

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below: Judicial Arbitrator Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2) business days after receipt of Qwest's acknowledgment e-mail, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an e-mail to Qwest at cmpec@qwest.com. The e-mail must include, at a minimum, the following:

- Subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- The CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- A statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- A copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- The identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an e-mail acknowledging receipt of the Request for Postponement Arbitration. The e-mail must include, at a minimum, the following:

- A subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- If the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

5.5.4.3 No Unilateral Communication with Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

5.5.4.4 Scope of Authority of the Arbitrator

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by e-mail or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within five (5) business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

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5.5.4.6 Effect of Arbitrator's Decision

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- The regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- The dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- Any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

5.7 Crossover Change Requests

During the operation of this CMP, there may be situations when systems CRs have requirements for product/process discussions or solutions, or when product/process CRs require System solutions. These crossover CR situations exist in three basic categories:

Category A. If a CR submitted to the product/process CMP is discovered to require a mechanized solution the following will occur:

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Qwest Wholesale Change Management Process Document –09-19-06

- Qwest will open a new systems CR, on behalf of the original CR originator, with a reference to the product/process CR number
- Qwest will close the product/process CR with a reference to the new systems CR number
- The new systems CR will comply with the CMP OSS Interface CR process(See Section 5.1)

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a product/process CR, on behalf of the original CR originator, with a reference to the systems CR number;
- Qwest will close the systems CR with a reference to the new product/process CR number.
- This CR will comply with the CMP product/process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a systems CR for the length of the CR lifecycle including the development and implementation of both the interim manual and final mechanized solutions. In these situations, Qwest will open a second systems CR with the same number as the original CR and a “MN” suffix.

The determination to close and open CRs as described above will be made by the CMP body at a Monthly CMP Product/Process Meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc clarification meeting with the CR originator or request that a portion of the appropriate Monthly CMP Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, “closed” CR. Under no circumstances will the CR be restarted.

All crossover CRs will be distinctly labeled in the Monthly CMP Meeting distribution packages and addressed as a separate item on the Monthly CMP Meeting agenda. All crossover CRs (including those closed in Categories A and B) will include the “X” designation identified in Section 5.9. All Regulatory and Industry Guideline CRs will be submitted as systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become product/process CRs.

5.8 Change Request Status Codes

The following status codes will be applied to Change Requests of all types (i.e., Regulatory, Industry Guideline, Qwest Originated, CLEC Originated). The status of the CR will be included in the interactive reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

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Qwest Wholesale Change Management Process Document –09-19-06

- Submitted - A CR is updated to Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a clarification meeting with the originator.
- Clarification – A CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation – A CR is updated to Evaluation status if the CR requires further investigation by Qwest.
- Presented – A CR is updated to Presented status after the originator has presented it at the Monthly CMP Meeting.
- Pending Prioritization – The Pending Prioritization status is only applicable to CRs for which the impacted OSS Interface requires prioritization (e.g. IMA). A CR is updated to Pending Prioritization status after it has been presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is only applicable to CRs for which the impacted interface is an OSS Interface that requires prioritization (e.g., IMA). A CR is updated to Prioritized status once it has been presented for prioritization and the Prioritization Process (Section 10.2) has been completed.
- Packaged -- A CR is updated to Packaged status from Prioritized status if it is included in the packaging option chosen for the release. Design work is continued on change requests that have been packaged. CRs not updated to Packaged status (from Prioritized status) will revert to Pending Prioritization status.
- Development – A product/process CR is updated to a Development status when Qwest's response requires development of a new or revised process. A systems CR is updated to Development status when development begins for the next OSS Interface Release.
- CLEC Test – A CR is updated to the CLEC Test status upon the effective date of the change. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through interaction between Qwest and the interested CLECs, a product/process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. Certain processes in Section 12.0 are also applicable to product/process changes. If no further action is required for a consecutive 60 day period, the status is updated to Completed, unless the parties agree otherwise.
- Completed – A CR is updated to Completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied – A CR is updated to Denied status when Qwest denies the CR.
- Deferred - A CR is updated to Deferred status if the originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Pending Withdrawal – A CR is updated to a status of Pending Withdrawal when the originator requests that a CR be withdrawn from the CMP process. Change Requests with a status of Pending Withdrawal are reviewed at the appropriate Monthly CMP Meeting to determine if another party wishes to sponsor the CR.
- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP and the CR is not sponsored by another party.

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5.9 Change Request Designations

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- “CM” - Changes to the CMP framework
- “DR” - Dispute Resolution Process invoked on a CR
- “ES” - Escalation Process invoked on a CR
- “EX” - Change being implemented utilizing the Exception process
- “IG” - Industry Guideline CR
- “MN” – CR for a manual workaround related to an OSS Interface Change Request
- “RG” - Regulatory CR
- “SC” - Change being implemented as an SCRP request
- “X” - Crossover CR

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6.0 OSS INTERFACE RELEASE CALENDAR

Qwest will provide a rolling 12 month OSS Interface Release calendar in the distribution package of the first scheduled Monthly CMP Systems Meeting of each quarter. The calendar will show Release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of 12 months in the future. The following schedule entries will be made available, when applicable:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff (for prioritized OSS Interfaces)
- Date for issuing Draft Release Notes
- Date when Initial Notification for new OSS Interfaces will be issued
- Date when Initial Notification for OSS Interface retirements will be issued
- Date when comparable functionality for OSS Interface retirements will be available
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline (for prioritized OSS Interfaces)
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Release Production Date
- Release sunset dates (as applicable)

The OSS Interface Release calendar will be posted on the CMP Web site as a stand-alone document.

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Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

7.0 INTRODUCTION OF A NEW OSS INTERFACE

The process for introducing a new OSS Interface will be part of this 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 OSS Interface, of any type, may be greater than the time originally allotted. In that case, discussions between CLECs and Qwest will be held prior to the announcement of the new OSS Interface.

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

7.1 Introduction of a New Application-to-Application Interface

At least two hundred and seventy (270) calendar days in advance of the planned Release Production date of a new application-to-application interface, Qwest will issue a Release Notification, post the Preliminary Interface Implementation Plan on Qwest's Web site, and host a design and development meeting.

7.1.1 Initial Release Notification

The Initial Release Notification will include:

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the OSS Interface including whether the OSS Interface will replace an existing OSS Interface
- Proposed implementation timeline (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 Release Production Date

7.1.2 CLEC Comments to Initial Release Notification

CLECs have fourteen (14) calendar days from the Initial Release Notification to provide written comments/questions on the documentation. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

7.1.3 Qwest Response to CLEC Comments

Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Notification.

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7.1.4 Preliminary Implementation Plan Review Meeting

Qwest will review CLEC comments and the implementation schedule at the Preliminary Implementation Plan Review Meeting no later than two hundred and forty-two (242) calendar days prior to the Release Production Date.

7.1.5 Draft Interface Technical Specifications

Qwest will issue a notification associated with draft interface Technical Specifications no later than 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.

The Draft Interface Technical Specification notification will include:

- 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

7.1.6 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between one-hundred and ten (110) calendar days prior to Release Production and one hundred and six (106) calendar days prior to the Release Production Date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of Draft Interface 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.

7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to Qwest no later than one-hundred and four (104) calendar days prior to the Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

7.1.8 Qwest Response to CLEC 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 the Release Production Date. 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 Interface Technical Specifications notification. The Final Interface Technical Specifications 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.

7.1.9 Final Interface Technical Specifications

Generally, no later than one hundred (100) calendar days prior to the Release Production Date of the new OSS Interface, Qwest will issue the Final Technical Specifications to CLECs via Web site posting and a CLEC notification.

The Final Interface Technical Specifications notification will include:

- 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)
- Final Release Production Date
- Qwest response to CLEC comments

The implementation timeline for the Release will not begin until Final Interface Technical 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 twenty four (24) hours of the change.

7.2 Introduction of a New GUI

7.2.1 Initial Release Notification

Qwest will issue an Initial Release Notification no later than forty-five (45) calendar days in advance of the Release Production Date. This will include:

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- Proposed functionality of the OSS Interface including whether the new OSS Interface will replace an existing OSS Interface.
- Implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle, GUI overview meeting date)
- Release Production Date
- Logistics for GUI Overview Meeting

7.2.2 Draft Release Notes

Qwest will issue a Draft Release Notes notification no later than twenty-eight (28) calendar days in advance of the planned Release Production Date of a new GUI. At a minimum, the notification will include:

- Draft User Guide
- How and When Training will be administered

7.2.3 GUI Overview Meeting

The GUI Overview meeting will 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 OSS Interface.

7.2.4 CLEC Comments

At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

7.2.5 Qwest Response to CLEC Comments

Qwest will consider CLEC comments and respond with written answers as part of the Final Notification.

7.2.6 Final Release Notes

Qwest will issue Final Release Notes notification no later than twenty-one (21) calendar days prior to the Release Production date. The notification will include:

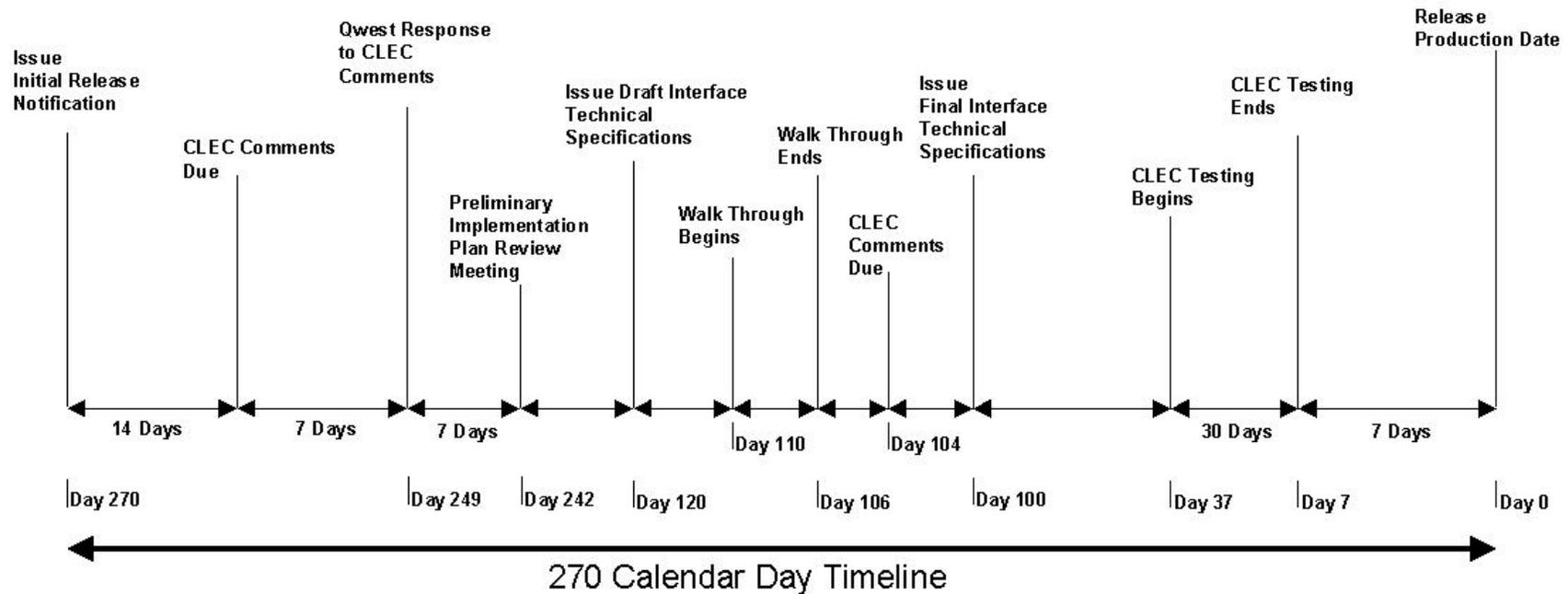
- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline

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



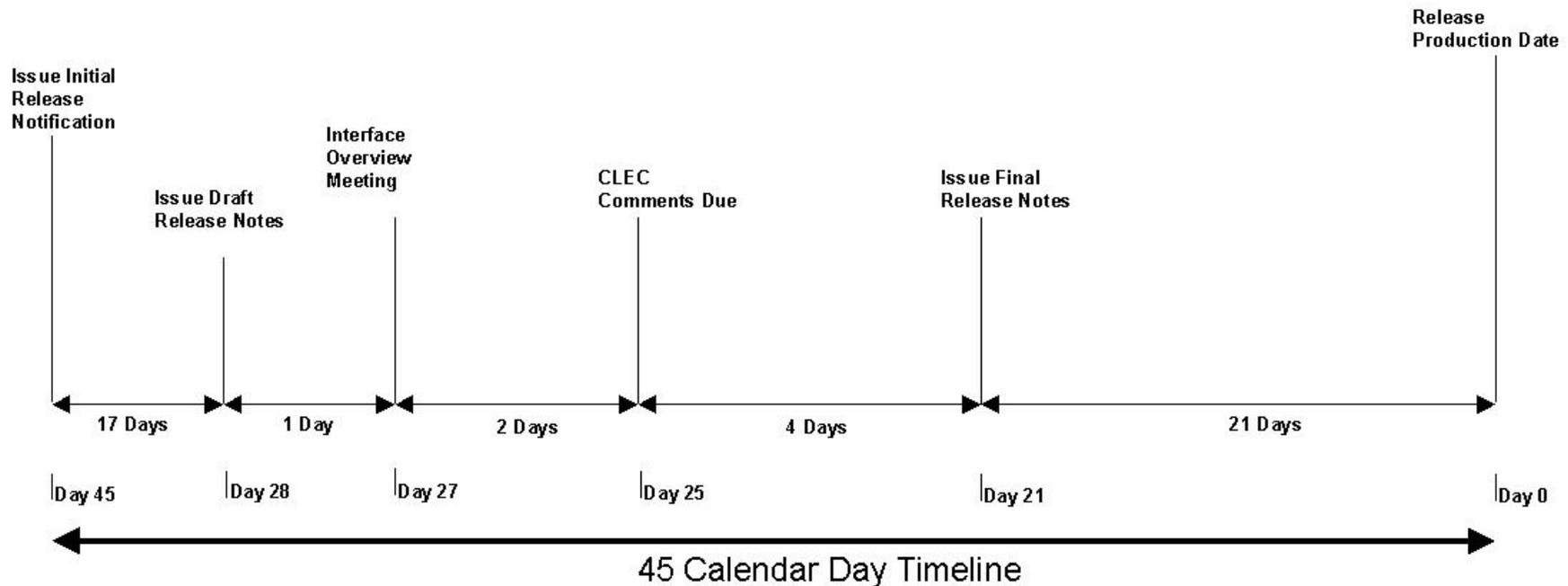
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline

Qwest-CLEC Change Management Process Introduction of A New Graphical User Interface (GUI) 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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Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

8.0 CHANGE TO AN EXISTING OSS INTERFACE

The process for changing an existing OSS Interface will be part of this CMP. Changes to an existing OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a change to an OSS 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 change to the OSS Interface.

With a change to an OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

Qwest standard operating practice is to implement three Major Releases and three 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. Unless mandated as a Regulatory Change, the Major Release changes will occur no less than seventy-five (75) calendar days apart.

At a Monthly CMP Systems Meeting in the fourth quarter of each year, Qwest will communicate to the CLECs the Major Release schedule and hourly capacity of each release for the next calendar year. Qwest will subsequently issue a notification containing the same information. Qwest will attempt to provide this information prior to any prioritization scheduled during the fourth quarter.

Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support

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changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

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

Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.¹ 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 timeline, including testing.

8.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

¹ 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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Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

8.1.2 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft 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 forty five (45) calendar days prior to the planned implementation date.

8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. 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.

8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, 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
- The suite of re-certification test scenarios

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical 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.

8.1.6 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.

8.1.7 Release Documentation Addenda

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.

- 1st Addendum – 2 weeks after the Release the 1st addendum is sent to the CLECs, if needed.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the Release Production Date as needed. There is no current process and timeline.
- EDI CLECs –one hundred eighty (180) calendar days 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.

8.2 Graphical User Interface (GUI)

8.2.1 Draft GUI Release Notes

Prior to implementation of a change to an existing GUI, Qwest will notify CLECs of the Draft GUI Release Notes and the planned Release Production Date.

Notification will occur no later than twenty-eight (28) calendar days prior to the planned Release Production Date unless an exception has been granted. This notification will include draft user guide information if necessary.

The notification will contain:

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

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

8.2.2 CLEC Comments on Draft Interface Release Notification

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html> or via an e-mail to cmpcomm@qwest.com.

8.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and will address them in the Final GUI Release Notification no later than twenty one (21) calendar days before the Release Production Date.

8.2.4 Content of Final Interface Release Notification

The Final Interface Release Notification, will include:

- Final notification letter
- Summary of changes from draft GUI Release notification
- Final user guide (or revised pages)
- Final Release Production Date
- Qwest Response to CLEC comments

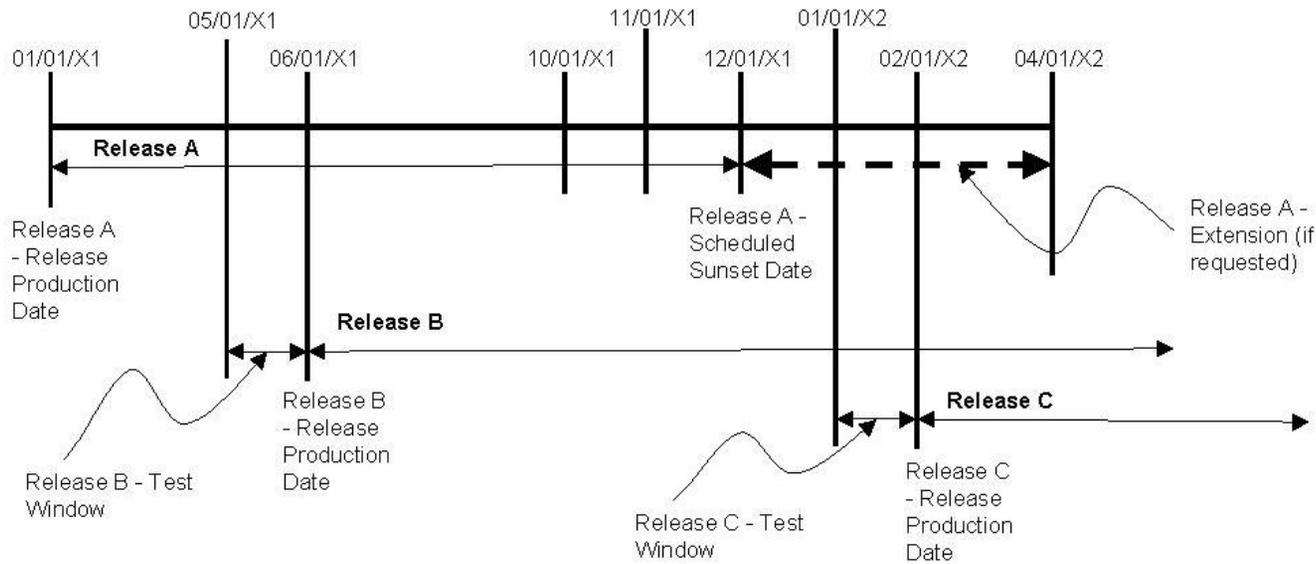
Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation timeline for the Release will not begin until all related documentation is provided.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 4: Release Extension Illustrative Timeline

Qwest-CLEC Change Management Process Change to an Existing OSS Interface Release Extension Illustrative Timeline

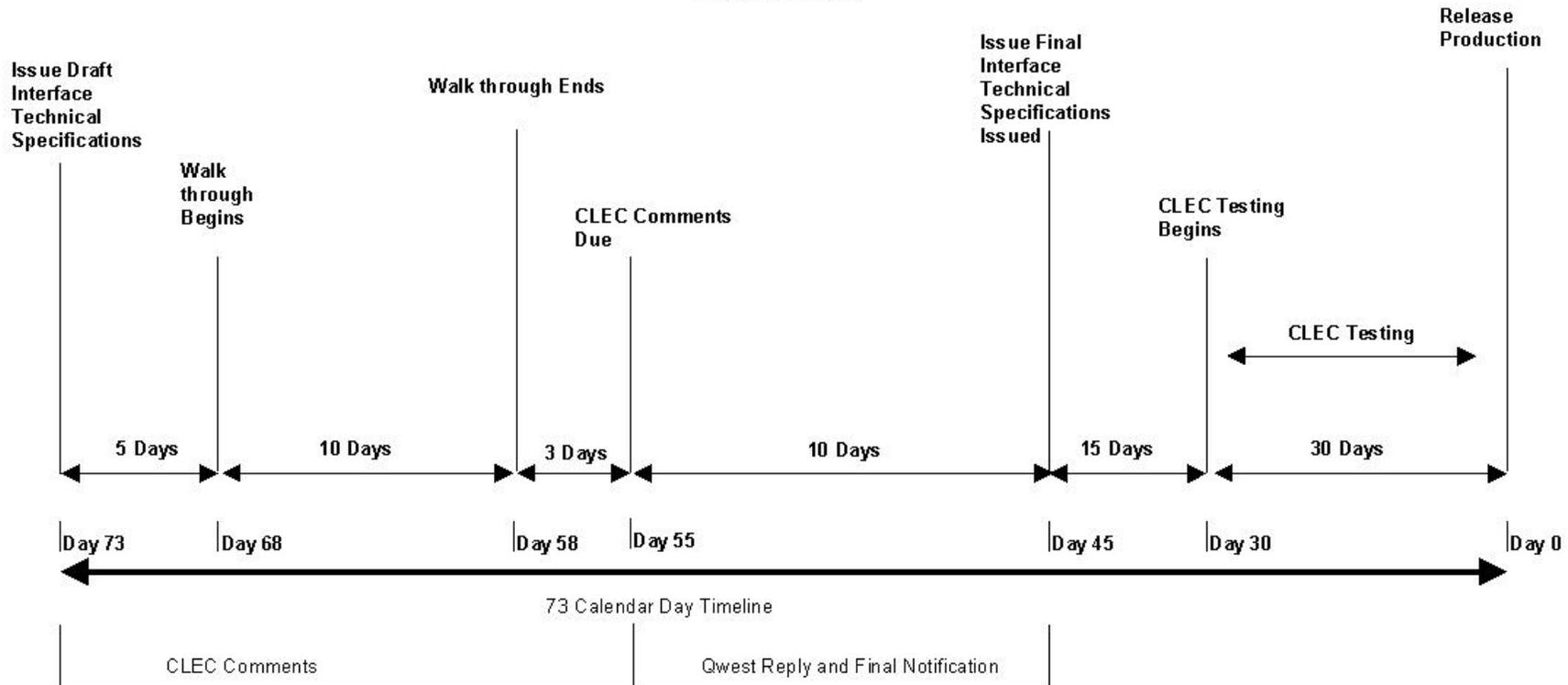


Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities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

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline

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



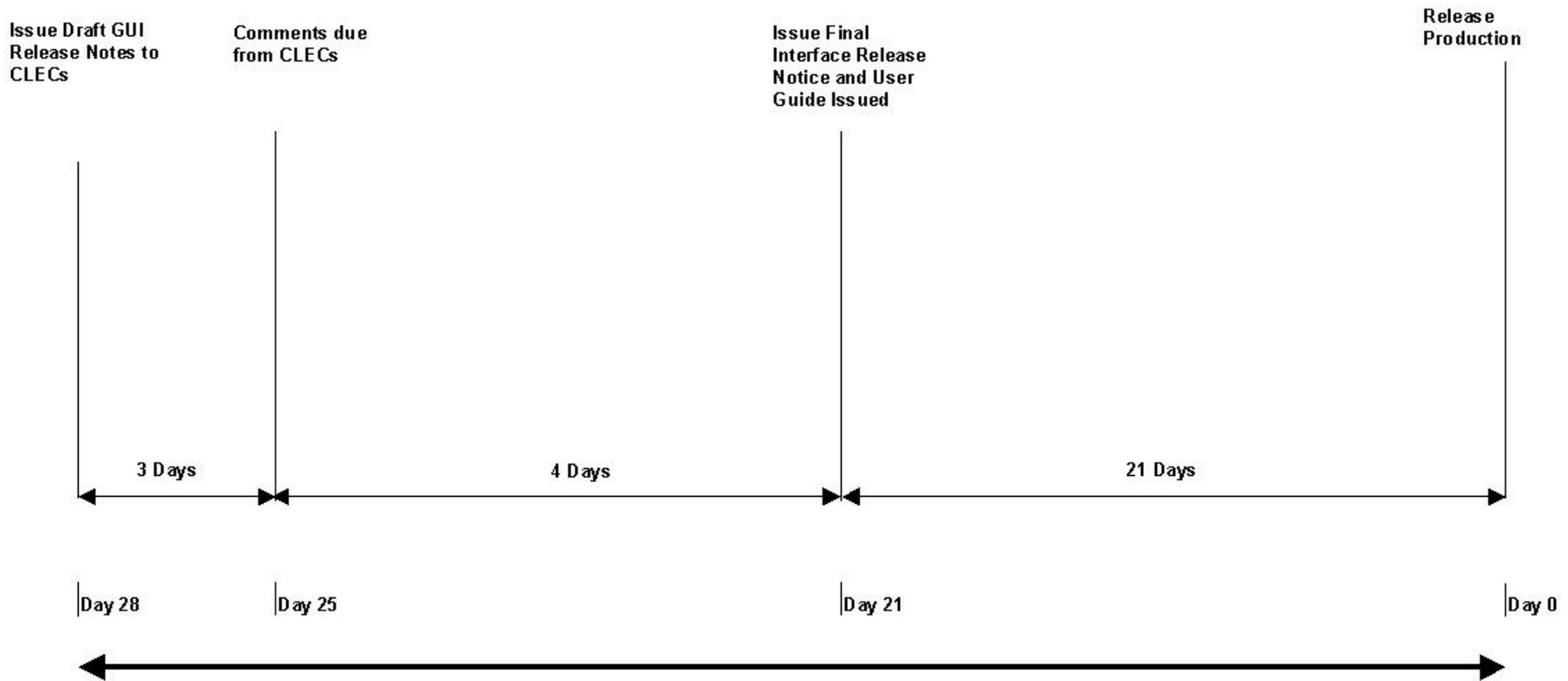
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

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



28 Calendar Day 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.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

9.0 RETIREMENT OF AN EXISTING OSS INTERFACE

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 GUI or a protocol transmission of information (Application-to-Application) interface.

9.1 Application-to-Application OSS Interface

9.1.1 Initial Retirement Notification

At least two hundred seventy (270) calendar days 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 application-to-application interface is to be in a CLEC certified production Release prior to the retirement date 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 ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

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

9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

9.1.4 Final Retirement Notification

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

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

- 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

9.1.5 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest issues the Initial Retirement Notification 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 later than one hundred and eighty (180) calendar days prior to retirement of an Application-to-Application interface.

9.2 Graphical User Interface (GUI)

9.2.1 Initial Retirement Notification

At least sixty (60) calendar days in advance of the 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 a GUI if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Initial Retirement Notification will include:

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

9.2.2 CLEC Comments to Initial Retirement Notification

CLEC comments to the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at <http://www.qwest.com/wholesale/cmp/comment.html>.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

9.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Release Notification.

9.2.4 Comparable Functionality

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

9.2.5 Final Retirement Notification

The Final Retirement Notification, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notification will contain:

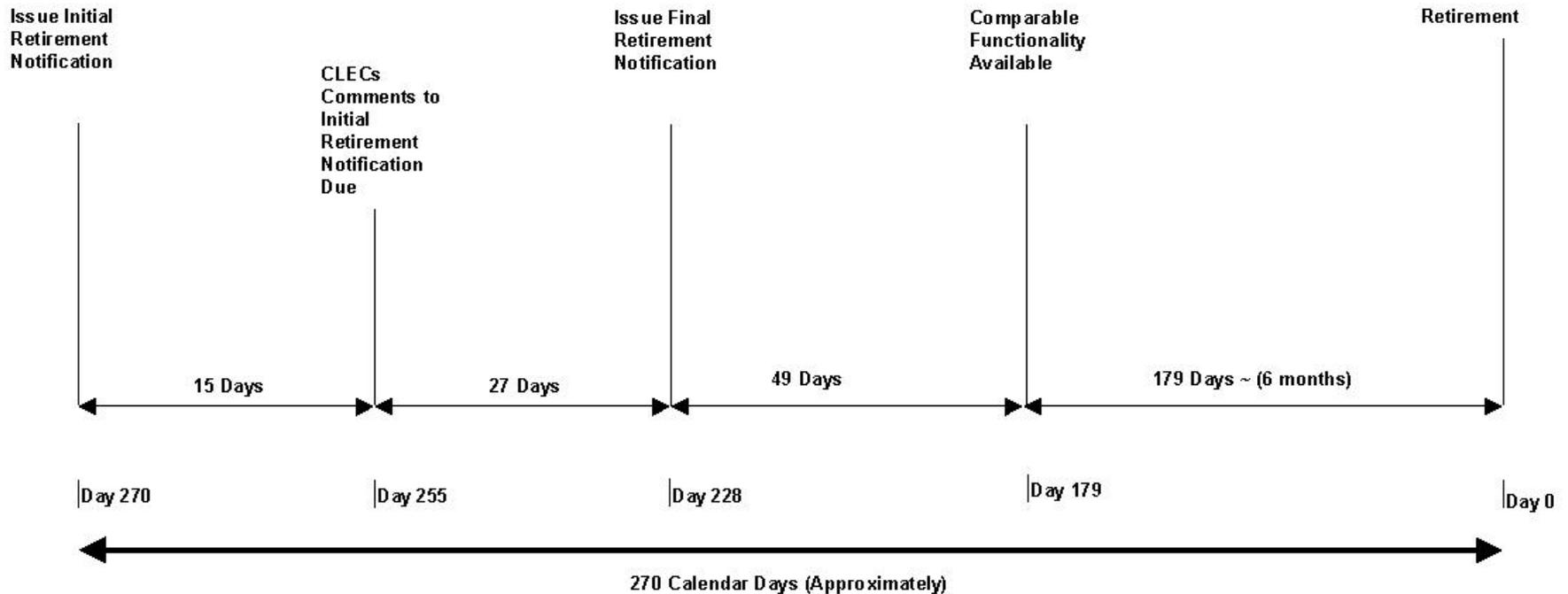
- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timeline

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



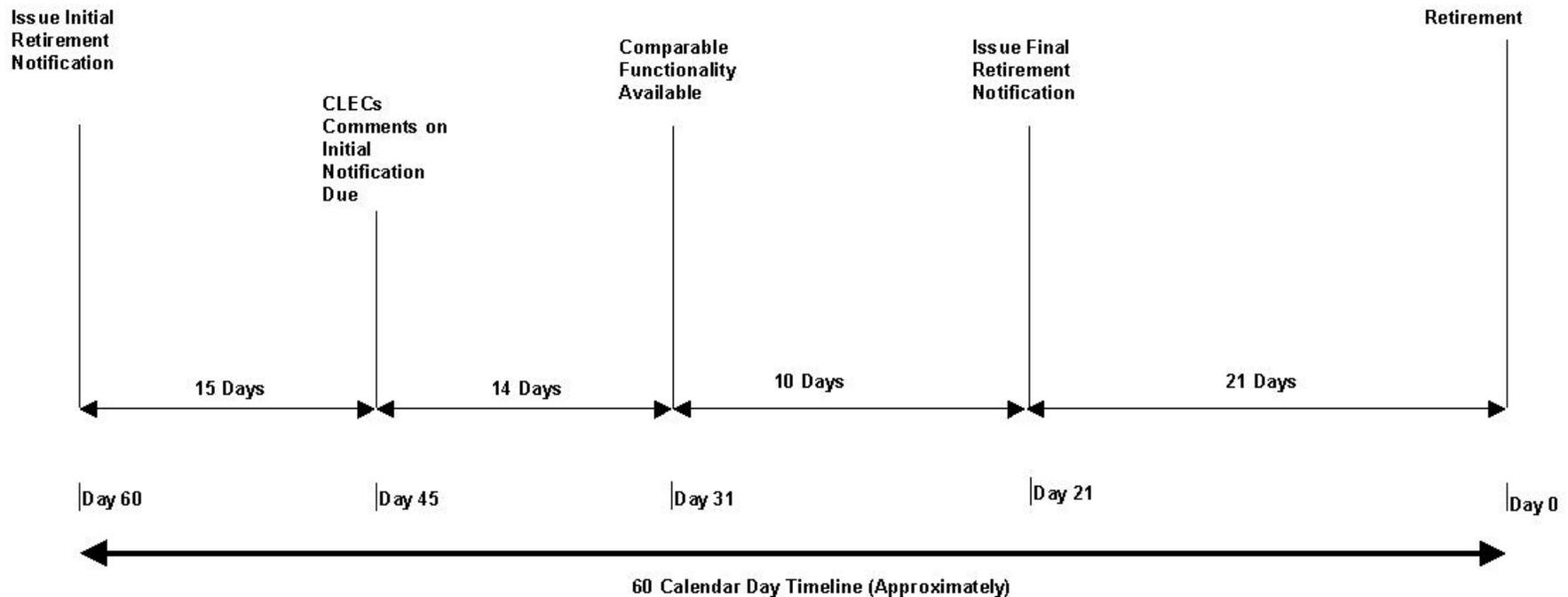
The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

Figure 8: Retirement of an Existing Graphic User Interface Timeline

Qwest-CLEC Change Management Process Retirement of An Existing Graphic User 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.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

10.0 PRIORITIZATION

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). 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 7.0 and 9.0, respectively.

10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

10.2 Regulatory Change Requests

Regulatory changes, are defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

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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.

10.2.2 Industry Guideline Changes

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a “foundation” CR, the “foundation” CR will automatically be worked in conjunction with the Industry Guideline CR.

10.2.3 Regulatory Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory 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 CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

10.3 Prioritization Process

10.3.1 Prioritization Review

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample – IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

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The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss 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.

10.3.2 Ranking Process

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

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample – IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C : Sample – IMA 11.0 Prioritization List.

10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, cmpcr@qwest.com, within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for 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 Monthly CMP Systems 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.

10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, cmpcr@qwest.com, indicating that they wish to withdraw the CR. This e-mail must be sent no later than twenty one (21) calendar days prior to the Monthly CMP Systems Meeting at which the request will be discussed. The written request must contain:
 - the CR number
 - the CR title
 - an explanation of why the originator wishes to withdraw the CR
- Within two (2) business days after receipt of the request to withdraw the CR the CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notification will include:
 - the CR number
 - the CR title,
 - the ranking that it received from the prioritization,
 - the explanation of why the originator wishes to withdraw the CR
- If a CLEC or Qwest disagrees with the withdrawal of the CR from the Release, they have the option to assume sponsorship of that CR. They may do so by notifying the CMP Manager, cmpcr@qwest.com, in writing of their intent to assume sponsorship of the CR within five (5) business days after the CMP Manager has sent the intent to withdraw e-mail. If the CMP Manager receives no response within five (5) business days, then the CR will be withdrawn. The new status will be reviewed in the next Monthly CMP Systems Meeting.

Note: 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

10.4 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, or as otherwise provided in this CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. In the event that a carrier submits a CR after prioritization and wishes to invoke the SCRCP, the originator may elect not to follow the Late Added CR process as defined in Section 10.3.4.

The SCRCP does not supercede the process defined in Section 5.0 (Change Request Origination Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through the SCRCP, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRCP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRCP.

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.

10.4.1 SCRCP Request Form

To invoke the SCRCP, the CR originator must send an e-mail to the Qwest CMP SCRCP mailbox (cmnesc@qwest.com). The subject line of the e-mail message must include:

- “SCRCP FORM”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form (See Appendix E)
- A single point of contact for the SCRCP request including:
 - Primary requestor’s name and company
 - Phone number
 - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

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Note: Throughout this document, the terms “include(s)” and “including” mean “including, but not limited to.”

10.4.2 Qwest Acknowledges SCRP Request Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRP request e-mail, Qwest will acknowledge receipt of the complete SCRP request e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP request e-mail is complete, the SCRP confirmation e-mail will include:

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

10.4.3 Process Fee Invoice

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

10.4.4 SCRP Review Meeting

Within ten (10) business days after the SCRP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

10.4.5 Preliminary SCRP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
 - A description of the work to be performed
 - Estimated Development costs with a cap on cost
 - Targeted Release
 - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
 - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further

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development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- “SCR P PRELIMINARY QUOTE ACCEPTED”
- CR number and title
- CR originator’s company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions
- CR originator’s name, phone number, and e-mail address

10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the SCRP requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a Firm SCRP Quote when Qwest commits CRs to the specific OSS Interface Release.

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Qwest will send an e-mail to the SCRCP Requestor with the following information:

- The subject line of the e-mail message must include:
 - “FIRM SCRCP QUOTE”
 - CR number and title
 - CR originator’s company name
- The text of the e-mail message must include:
 - Final SCRCP quote and terms and conditions
 - Committed implementation date, or OSS Interface Release
 - Qwest contact name, phone number, and e-mail address

Qwest will schedule and hold a meeting to review the quote no less than ten (10) days following issuance of the Firm SCRCP Quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the targeted Release.

10.4.7 Payment Schedule

The SCRCP Requestor must pay 50% of the Firm SCRCP Quote no more than ten (10) calendar days following the scheduled Release date and the remaining 50% of the Firm SCRCP Quote within thirty (30) calendar days after the scheduled Release date.

10.4.8 Applicable SCRCP Charges

This section describes the different costs for a SCRCP request.

- Processing Fee – a one-time flat fee that must be paid within thirty (30) calendar days after the Qwest-SCRCP Review meeting to review the SCRCP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under “Charges for the SCRCP Request” below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRCP Request – These charges, included in the Preliminary and Firm SCRCP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

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11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If a CLEC is using an application-to-application interface, the 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 re-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. Notification 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 CLECs with the 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)

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides Initial Implementation Testing, and Migration Testing (from one Release to the next) for all types of OSS Interface Change Requests. 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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11.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 8.0 – 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)
- Progression Testing (required)
- Controlled Production Testing (required)
- Production Turn-up (required)
- A test schedule (required) that reflects agreed upon dates for phases

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

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

The CLEC should, in general, experience response times similar to production provided a CLEC uses the same software components and similar connectivity configuration in its test environment that it does in production. This environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering, including the service order processor. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

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12.0 PRODUCTION SUPPORT

12.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to OSS Interfaces. Qwest sends associated notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS Interface
- Description of the scheduled OSS Interface 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 Interface maintenance activity

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel no later than two (2) calendar days after the scheduling of the OSS Interface maintenance activity.

12.2 Newly Deployed OSS Interface Release

Following the Release Production Date of an OSS Interface change, Qwest will use production support procedures for maintenance of software as outlined below. Problems encountered by the user will be reported, if at all, to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. 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 this CMP for documenting the meeting as described in Section 3.2. Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly CMP Systems Meeting.

12.3 Request for a Production Support Change

The IT Help Desk supports CLECs 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 12.5. Severity 1 and Severity 2 IT trouble tickets will be

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implemented immediately by means of an emergency Release of process, software or 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.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change.

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an 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 agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, <http://www.qwest.com/wholesale/systems/productionsupport.html>. 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

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Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.

- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a “Date TBD” status, but will not close the trouble ticket. Once a trouble ticket is placed in “Date TBD” status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track “Date TBD” trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a “Date TBD” trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For “Date TBD” trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) 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.

12.4 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 ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble 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. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

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12.4.1 Systems Problem Requiring a Workaround

If a CLEC is experiencing problems with Qwest because of a system “issue”, the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3 resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. Qwest will use its best efforts to retain the CLEC’s requested due dates, regardless of whether a work around is required.

12.5 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, either on the initial call or at any time while the ticket is open, a CLEC may request the ITWSHD to change the severity level, identifying the reason for the change in severity. If Qwest questions the validity of the change in severity, Qwest will contact the CLEC Severity Escalation Contact who raised the severity for clarification.

Severity 1: Critical Impact

- Critical.

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- 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.

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

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- 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
- 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

12.6 Status Notification for IT Trouble Tickets

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

- Target Notifications: for tickets that relate to only one reporting CLEC – Target Notifications may be communicated by direct phone calls
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than one CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. 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 notification is sent:
 - Description of the problem
 - Impact to the CLECs (e.g., geographic area, products affected, business implications, other pertinent information available)
 - Estimated resolution date and time if known
 - Resolution if known
 - Severity level
 - Trouble ticket number(s), date and time
 - Work around if defined, including the Call Center Database Reference Ticket number
 - Qwest contact for more information on the problem

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- 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).

12.7 Notification Intervals

Qwest will distribute notifications during the IT Help Desk normal hours of operation (Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. MT). Qwest will continue to work severity 1 problems outside of Help Desk hours of operation, 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.

Notification Intervals are based on the severity level of the ticket, the ticket’s Disposition code (e.g., Initial, Update, Closure, etc.), and status changes.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk. Beginning with the issue’s immediate acceptance as multi-CLEC impacting issue, Qwest will create and distribute the Initial notification.

Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes		Notification Interval upon Resolution
1	Within 1 hour	1 hour		Within 1 hour
2	Within 1 hour	1 hour		Within 1 hour
3	Within 4 hours	Workaround Provided	None. Only status changes will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	4 hours	
4	Within 24 hours	Workaround Provided	None. Only status changes will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	Every 48 hours.	

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“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. Qwest will provide updates to those notifications that do not have a workaround until a workaround is established to inform the CLEC that the issue is still under investigation. Qwest will not issue Updates when Qwest has provided a Workaround, but no change in status has occurred. “Notification Interval upon Resolution” means that a notification will be sent out within the time specified from the resolution of the problem.

12.8 Process Production Support

Process troubles encountered by CLECs will be reported, if at all, to the ISC Help Desk (Tier 0). In some cases the Qwest Service Manager (Tier 3) may report the CLEC trouble to the ISC Help Desk. Tier 0 will open a Call Center Database Ticket for all reported troubles.

12.8.1 Reporting Trouble to the ISC

The ISC Help Desk (Tier 0) serves as the first point of contact for reporting troubles that appear process related. Qwest has seven Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means escalation to one of these seven tiers. Contact information is available through the Service Manager (Tier 3). The Tiers in WSD are as follows:

- Tier 0 – ISC Help Desk
- Tier 1 – Customer Service Inquiry and Education (CSIE) Service Delivery Coordinator (SDC)
- Tier 2 – CSIE Center Coaches and Team Leaders, Duty Pager, Process Specialist
- Tier 3 - Service Manager
- Tier 4 – Senior Service Manager
- Tier 5 – Service Center Director
- Tier 6 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the seven Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 0. Tier 0 will attempt to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or e-mail, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 0 will create a Call Center Database Ticket with a two (2) hour response commitment (“out in 2 hour” status), and provide the ticket number to the CLEC. If Tier 0 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. With respect to whether the trouble is a systems or process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

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If Tier 0 does not determine that the trouble is a systems issue or is not able to resolve the trouble, Tier 0 will offer the CLEC the option of either a warm transfer to Tier 1 (with the CLEC on the line), or have Qwest place the Call Center Database Ticket into the Tier 1 work queue. Tier 1 will then analyze the ticket and attempt to resolve the trouble or determine if the trouble is a systems or a process issue. If the trouble is a process issue, Tier 1 will notify the Tier 2 process specialist. Tier 2 process specialist will notify all call handling centers (Tier 0, Tier 1 and Tier 2 at each center) of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4.

The reporting CLEC(s) and Qwest will attempt to reach agreement on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC agreement to close the ticket(s). If agreement is not reached, CLEC may escalate through the remaining Tiers.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket, opens a new ticket, and cross-references the closed ticket.

Qwest will use its best efforts to retain the CLEC's requested due dates.

12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 0, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 0. In either case, when the association is identified, Tier 0 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and Service Managers (Tier 3) of the issue.

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Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Managers (Tier 3) of the issue and the seven digit ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 0 and provide the Reference Ticket number to assist in resolving the trouble.

12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach agreement on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no agreement is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s) and the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the Call Center Database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 2 directly, identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a Call Center Data base ticket with Tier 0 and provide the Reference Ticket number for the work around.

12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the ISC Help Desk (Tier 0) that are later determined to be systems issues. Once the ISC Help Desk or higher WSD Tier determines that the issue is the result of a

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system error, that Tier will contact the CLEC and ask if the CLEC would like that Tier to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier agent will contact the ITWSHD, report the trouble and communicate the Call Center Database Ticket to the ITWSHD agent with the CLEC on the line. The ITWSHD agent will provide the CLEC and the WSD agent with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

12.9 Communications

When IT Trouble Tickets are open regarding same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 2 Process Specialists will be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 2 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. System trouble and information pertinent to ongoing resolution of the trouble will be made available via the external Event notification website found at URL: <http://www.qwest.com/wholesale/systems/eventnotifications/>.

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13.0 TRAINING

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUIs.

13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Initial Release Notification for the introduction of a new GUI issued in accordance with the interval specified in Section 7.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the Release.

13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued for a change to an existing GUI in accordance with the interval specified in Section 8.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the Release.

CEMR training will not be available before the Release Production Date but will be conducted for ninety (90) days in the live environment after the Release Production date.

13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: Web-based, instructor-led, job aids, or conference calls.

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14.0 ESCALATION PROCESS

14.1 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 this CMP.
- The expectation is that escalation should occur only after Change Management procedures have occurred per this CMP.

14.2 Cycle

Item must be formally escalated through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternatively, the issue may be escalated by sending an e-mail to the Qwest CMP escalation e-mail address cmpesc@qwest.com.

- 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 e-mail does not contain the preceding 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 e-mail is complete, the acknowledgement e-mail will include:
 - Date and time of escalation receipt
 - Date and time of acknowledgement e-mail
 - Name, phone number and e-mail 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 one (1) business day of receipt of the complete escalation or response.

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Qwest Wholesale Change Management Process Document –09-19-06

- 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 may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, <http://www.qwest.com/wholesale/cmp/escalations.html>, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to cmpesc@qwest.com within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by “ESCALATION PARTICIPATION.”
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints.
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
 - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,.
 - For all other escalations, fourteen (14) calendar days after 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 this CMP

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15.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before this CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below:

- Item must be formally identified through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternately, a party may send an e-mail to the Qwest CMP Dispute Resolution e-mail address, cmpdisp@qwest.com. 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 include appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following:
 - 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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16.0 EXCEPTION PROCESS

Qwest and CLECs recognize the need to allow occasional exceptions to this CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from this CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request (“Exception Request”). Exception Requests will be submitted in one of two ways:

- If the request pertains to a single, previously submitted, open CR, the Exception Requestor must follow the process described in Section 16.1.1.
- If the Exception Request is not currently addressed in a single, previously submitted, open CR or if the request involves two or more previously submitted, open CRs, the Exception Requestor must complete a CR form and e-mail it to the CMP Manager, cmpcr@qwest.com. The Exception Requestor must complete the following sections of the CR form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 16.1.1.

16.1.1 Requestor Submits an Exception Request

If the Exception Request pertains to a previously submitted CR, the Exception Requestor must send an e-mail to the CMP Manager, cmpcr@qwest.com, with “EXCEPTION” in the subject line. The text of the request must contain the following information:

- Change Request number(s) of an existing Change Request(s) or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- A clear statement outlining the course of action the Exception Requestor wishes parties to follow and the desired outcome, if the Exception Request is granted (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- Whether the Requestor wishes to have the request considered at the next Monthly CMP Meeting, or requests an Exception Call/Meeting pursuant to Section 16.2 prior to the next Monthly CMP Meeting
- If a CLEC requests an Exception Call/Meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC’s desire to have certain Qwest subject matter experts attend the pre-meeting and/or Exception Call/Meeting.

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16.1.2 Tracking of an Exception Request

Exception Requests will be identified by adding the suffix “EX” to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the “EX” suffix.

Within one (1) business day after receipt of an Exception Request, Qwest’s CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the “Exception Notification”). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- “EXCEPTION NOTIFICATION”

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-

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meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what “Yes” and “No” votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- “PRE-MEETING RESULTS – VOTING INSTRUCTIONS”

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what “Yes” and “No” votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- “EXCEPTION NOTIFICATION”

The notification content shall include:

- Requestor

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- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

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16.5 Exception Request Disposition Notification

Qwest will issue a disposition notification, including meeting minutes, within five (5) business days after the close of the Exception Call/Meeting, or the Monthly CMP Meeting, at which the vote was taken. The disposition notification will be posted on the Web site.

16.6 Processing of the Exception Disposition

If the outcome of the vote is to grant the Exception Request, then Qwest may proceed with the agreed to disposition. If the outcome of the vote is not to treat the proposed change as an Exception, the originator may withdraw the Exception designation and continue to pursue its change under the established CMP. The originator of the change may also withdraw the change and discontinue pursuit of the requested change.

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17.0 VOTING

When a vote is called, Qwest and CLECs will follow the procedures described below, unless otherwise specified in this CMP.

The Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A total of 51% or more of the votes in favor of (or against) a proposal shall constitute a Majority in this CMP.

The standard for the determination of all issues put to a vote under this CMP is the decision of the Majority, except where a different voting standard is expressly stated in this CMP for a particular issue.

17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote, for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager, cmpcr@qwest.com, no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- “Voting Proxy”

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

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17.2 Participation in the Vote

Any Carrier that is authorized to provide local services in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

17.2.1 A Carrier is Entitled To a Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several entities offering local services throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining when a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notification will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notification, the notification and any supporting material will be posted on the web site.

17.3.1 Notification Content

When a notification is issued, the notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

17.4 Voting Procedures

17.4.1 Quorum

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting is

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considered present if it submitted an e-mail vote by the time designated in the notification of vote.

- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; *i.e.*, Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the Exception all/Meeting, the vote shall be postponed for three (3) business days for a second Exception Call/Meeting. At the second Exception Call/Meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second Exception Call/Meeting, Qwest will distribute a notification stating that at this meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

17.4.2 Casting Votes

Once a quorum is established, Qwest will ask for all Voters to place their vote by writing their vote and their company name on a piece of paper. The vote will be either a “Yes,” “No” or “Abstain.” When all companies have completed their votes, Qwest will collect the ballots. Voters attending by telephone will e-mail their vote to cmpcr@qwest.com, in accordance with Section 17.4.3. After collection of ballots Qwest will read aloud all votes received and collected. If a POC on the phone wishes to vote, but does not have access to a computer, Qwest will arrange with that POC a method to receive its vote. Only votes of “Yes” and “No” will count toward calculating a majority or unanimous decision.

17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, cmpcr@qwest.com. E-mail votes will only be accepted, and included in the tally of the votes, if received prior to the official close of voting during the voting call/meeting.

The subject line of the e-mail must include the following:

- “CLEC BALLOT”
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

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If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting:* The name of the call/meeting
- *Date of Vote:* The date of occurrence
- *Subject:* The topic or issue that is causing the vote
- *Voting Carrier:* The Carrier's company name
- *Voting Participant:* Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes:* Place an 'X' in box if agreed with proposed plan
- *No:* Place an "X" in box if party disagrees with proposed plan
- *Abstain:* Any participant may abstain to place a vote by placing an "X" in the box
- *Result:* Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote, by an e-mail notification, no later than five (5) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

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18.0 OVERSIGHT REVIEW PROCESS

Qwest or a CLEC may identify issues with this CMP using the Oversight Review Process. Issues submitted through this process may include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

This Oversight Review Process is optional. It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires. The submitter is expected to use such available processes. If a submitter chooses to use this process, the following applies.

18.1 Guidelines

- A submitter must submit a issue for Oversight Review, as outlined in Section 18.2 or 18.4.4
- A submitter must raise issues within a reasonable period of time after the submitter becomes aware of an issue
- A response to an Oversight Review Issue may be that the resolution requested should be pursued under a different process in this CMP
- If the parties do not agree whether this process applies, the issue will be brought before the CMP Oversight Committee to determine whether the resolution sought by the submitter is available through this process or another documented process in this CMP

18.2 Issue Submission

An issue may be presented to the CMP body at a monthly CMP Meeting as part of the standing agenda item relating to the operation and effectiveness of CMP (See Section 2.1) or may be formally submitted by an e-mail to cmpesc@qwest.com and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

The submission e-mail must include 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 issue
- Basis for considering the matter an Oversight Review Issue

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- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable
- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include “CMP OVERSIGHT REVIEW ISSUE SUBMISSION.”

18.3 Issue Resolution

18.3.1 Response

The carrier cited in the original submission must respond by e-mail to cmpesc@qwest.com. Subject line of the Oversight Review issue response e-mail must include:

- Company name
- “CMP Oversight Review ISSUE RESPONSE”

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable
- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include “RESPONSE TO CMP OVERSIGHT REVIEW ISSUE.”

18.3.2 Issue Meeting

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter’s meeting request. One of the matters to be addressed at this meeting is whether additional

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meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such discussions are concluded. The subject of the notification must include “OUTCOME OF CMP OVERSIGHT REVIEW ISSUE.”

18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to cmpesc@qwest.com.

18.3.4 Escalation or Dispute Resolution

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

18.4 CMP Oversight Committee

18.4.1 Membership

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: <http://www.qwest.com/wholesale/cmp/coc.html>. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

18.4.2 Role of the CMP Oversight Committee

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

18.4.3 Meetings of the CMP Oversight Committee

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of a scheduled

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monthly CMP Meeting. In addition to the CMP Oversight Committee members, other persons may participate in the CMP Oversight Committee meetings to assist the committee in understanding the issues; however, final recommendations to the CMP body may only be made by the CMP Oversight Committee members. In order to conduct a meeting of the CMP Oversight Committee, a majority of its members must be present in person or by teleconference.

18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee

Oversight Review issues may be submitted to the CMP Oversight Committee in a number of ways:

- When parties disagree on the application of the Oversight Review Issue Submission Process to an issue that is raised (See Section 18.1)
- A party submitting a CMP Oversight Review Issue under Section 18.2, may direct that the issue be brought to the CMP Oversight Committee;
- During the process under Section 18.3, or once that process is completed, a CMP participant may raise the Oversight Review Issue to the CMP Oversight Committee;
- A CMP Oversight Review Issue may be referred to the CMP Oversight Committee during a Monthly CMP Meeting

18.4.5 CMP Oversight Review

Qwest must issue a notification announcing that a CMP Oversight Review Issue has been referred to the CMP Oversight Committee within two (2) business days after such referral is made. This notification will provide the information for the meeting of the CMP Oversight Committee. The subject of the notification will include "POTENTIAL CMP OVERSIGHT REVIEW ISSUE REFERRED TO THE CMP OVERSIGHT COMMITTEE." The notification will solicit from committee members and submitting carrier, dates during the next ten (10) calendar days on which they are available to meet to address the issue. Qwest will establish a meeting date will be established based on the members' and submitting carrier's availability.

18.4.6 Status and Recommendations of the CMP Oversight Committee

Status of outstanding Oversight Review issues will be provided at the monthly CMP meetings and will be posted on Qwest's Wholesale CMP website at the following URL: www.qwest.com/wholesale/coc.html. Recommendations of the CMP Oversight Committee will be distributed to the CMP by e-mail notification with a heading that includes "RECOMMENDATION OF THE CMP OVERSIGHT COMMITTEE." Such notifications will state the issue and briefly describe the recommendation and include a link to more detailed information about the issue. Recommendations of the CMP Oversight Committee will be included on the agenda for the next monthly CMP meeting for discussion by the CMP body. If there is not agreement on a single recommendation by the CMP Oversight Committee, the notification will include the competing recommendations discussed by the CMP Oversight Committee.

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Qwest Wholesale Change Management Process Document –09-19-06

APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
Category A: Not Rank Eligible											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard Intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
Category B: Above the Line											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale POTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
Category C: Rank Eligible											
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

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Qwest Wholesale Change Management Process Document –09-19-06

APPENDIX B: 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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APPENDIX C: 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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APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05

CHANGE REQUEST FORM

CR # _____ Status: _____
 Originated By: _____ Date Submitted: _____
 Company: _____ Internal Ref# _____
 Originator: _____
 Name, Title, and email/phone# _____

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

- Product/Process System

Exception Process Requested: Please click appropriate boxes

- Yes No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

- Exception call/meeting requested
 Qwest SME(s) requested at Pre-Meeting (list if required) _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

- Regulatory Industry Guideline; Indicate industry forum: _____

Title of Change:

Description of Change/Exception:

Expected Deliverables/Proposed Implementation Date (if applicable):

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

<input type="checkbox"/> Ancillary	_____	<input type="checkbox"/> LNP	_____
<input type="checkbox"/> LIDB	_____	<input type="checkbox"/> Private Line	_____
<input type="checkbox"/> 8XX	_____	<input type="checkbox"/> Resale	_____
<input type="checkbox"/> 911	_____	<input type="checkbox"/> Switched Service	_____
<input type="checkbox"/> Calling Name	_____	<input type="checkbox"/> UDIT	_____
<input type="checkbox"/> SS7	_____	<input type="checkbox"/> Unbundled Loop	_____
<input type="checkbox"/> AIN	_____	<input type="checkbox"/> UNE	_____
<input type="checkbox"/> DA	_____	<input type="checkbox"/> Switching	_____
<input type="checkbox"/> Operation Services	_____	<input type="checkbox"/> Transport (Include EUDIT)	_____
<input type="checkbox"/> INP	_____	<input type="checkbox"/> Loop	_____
<input type="checkbox"/> Centrex	_____	<input type="checkbox"/> UNE-P	_____
<input type="checkbox"/> Collocation	_____	<input type="checkbox"/> EEL (UNE-C)	_____
<input type="checkbox"/> Physical	_____	<input type="checkbox"/> Other	_____
<input type="checkbox"/> Virtual	_____	<input type="checkbox"/> Wireless	_____
<input type="checkbox"/> Adjacent	_____	<input type="checkbox"/> LIS / Interconnect	_____
<input type="checkbox"/> ICDF Collocation	_____	<input type="checkbox"/> EICT	_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Tandem Trans. / TST	_____
<input type="checkbox"/> Enterprise Data Source	_____	<input type="checkbox"/> DTT / Dedicated Transport	_____
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Tandem Switching	_____

Local Switching _____

Area Impacted: Please click appropriate box.

- Pre-Ordering Provisioning
 Ordering
 Billing
 Maintenance / Repair Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

- LSR End User (EU) Resale (RS) Resale Split (RSS)
 Centrex (CRS) Resale Pvt. Line (RPL) Hunt Group (HGI) Loop Service (LS)
 Centrex Split (CRSS) Port Service (PS) Number Port (NP) Loop Service w/NP (LSNP)
 Frame Relay (RFR) DID Resale (DRS) Directory Listings (DL)
 Other _____

LSR Activity

- N - New C - Change D - Disconnect T - Outside Move
 M - Inside Move Y - Deny L - Seasonal Suspend W - Conversion As Is
 B - Restore R - Record Z - Conv as Spec/No DL V - Conversion As Spec
 Other _____

Pre-Order

- Address Validation CSR TN Reservation Loop Qual
 Facility Avail. Service Avail. CFA Validation Appointment Scheduler
 Raw Loop Data DLR Meet Point Listing Reconciliation
 Cancel Other _____

Post-Order

- Local Response Completion PSON Billing Completion
 Status Updates. Status Inquiry LSR Notice Inquiry LSR Status Inquiry
 DSRED Batch Hot Cut Provider Notification Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

- CEMR IMA EDI MEDIACC QORA
 EXACT IMA GUI Product Database Wholesale Billing Interface
 Directory Listing HEET SATE Other _____

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By

- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested

- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR

- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change

- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

Qwest Wholesale Change Management Process Document – 09-13-05

- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

SAMPLE

Qwest Wholesale Change Management Process (CMP)

Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRCP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRCP does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRCP). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to cmpesc@qwest.com. All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: _____ **Email Address:** _____

Company Name: _____

Address: _____

Primary Technical Contact

Name: _____ **Email Address:** _____

Telephone Number: _____ **Fax Number:** _____

Primary Billing Contact

Name: _____ **Email Address:** _____

Telephone Number: _____ **Fax Number:** _____

Date of Request: _____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRCP:

2. Provide reason for invoking the SCRCP.

3. Provide proposed release to include CR in or proposed implementation date.

4. Provide any additional information that you feel would assist Qwest in preparing the SCRCP quote.

5. List contact information for any other companies joining in the SCRCP.

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRCP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRCP FORM"

Qwest Wholesale Change Management Process Document – 09-13-05

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

The text of the e-mail message must include:

- Description of the CR
- A completed SCRCP Form
- A single point of contact for the SCRCP request including:
 - Primary requestor's name and company
 - Phone number
 - E-mail address
- Circumstances which have necessitated the invocation of the SCRCP
- Desired implementation date
- If more than one company is making the SCRCP request, the names and point of contact information for the other requesting companies.

DEFINITION OF TERMS

Term	Definition
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Design, Development, Notification, Testing, Implementation and Disposition	<p>Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR.</p> <p>Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements.</p> <p>Notification: The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product & Process changes</p> <p>Testing: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing.</p> <p>Implementation: The execution of the steps and processes necessary in order to make a new Release of a computer system available in a particular environment. These environments are usually testing environments or production environments.</p> <p>Disposition: A final settlement as to the treatment of a particular Change Request.</p>
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.
Level of Effort	Estimated range of hours required to implement a Change Request

Term	Definition
<p>OSS Interface</p>	<p>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.</p>
<p>OSS Interface Application to Application Testing</p> <ul style="list-style-type: none"> • Controlled Production Testing • Initial Implementation Testing • Migration Testing • Regression Testing 	<p>Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.</p> <p>Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities.</p> <p>Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface.</p> <p>Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.</p>
<p>Release</p> <ul style="list-style-type: none"> • Major Release • Point Release • Patch Release 	<p>A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface There are three types of Releases for IMA.:</p> <ul style="list-style-type: none"> • Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via EDI changes, GUI changes, technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC originated and Qwest originated). • Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The Point Release is used to fix bugs introduced in previous Releases, apply technical changes, make changes to the GUI, and/or deliver enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release.

Qwest Wholesale Change Management Process Document – 09-13-05

Term	Definition
	<ul style="list-style-type: none"> Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request. When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	<p>Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include:</p> <ul style="list-style-type: none"> A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping examples, data dictionary <p>Technical Specification Appendices for IMA include:</p>

Qwest Wholesale Change Management Process Document – 09-13-05

Term	Definition
	<ul style="list-style-type: none">• Developer Worksheets• IMA Additional Edits (edits from backend OSS Interfaces)• Developer Worksheets Change Summary (field by field, Release by Release changes)• EDI Mapping and Code Conversion Changes (Release by Release changes)• Facility Based Directory Listings• Generic Order Flow Business Model <p>The above list may vary for non-IMA application to application interfaces</p>
Version	A version is the same as an OSS Interface Release (Major or Point Release)

EXHIBIT H

Reserved for Future Use

Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.
2. ICB Rate Intervals
 - 2.1 For those products and services identified in the SGAT that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the SGAT or this Exhibit.
 - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:
 - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.
 - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.
 - 2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.
 - 2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.
 - 2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.
 - 2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.
3. ICB Provisioning Intervals

Exhibit I – Individual Case Basis

- 3.1 For those products and services provided pursuant to this SGAT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

EXHIBIT J

Reserved for Future Use

Exhibit K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service.

2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund established by the state regulatory commission or, if required by existing law, to the state general fund.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance).

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when the sample size is 5 or less in which case the rounding will be up to the nearest integer.

Exhibit K

For example, for a 90% benchmark, the number of allowable misses is 10% times the sample size, rounded to the nearest integer. If the sample size is eight observations, (10% multiplied by 8 = 0.8) is rounded to 1, one miss would be permitted, and the effective benchmark would be 88% (1 minus 1/8).

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified "z-test," for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

$$M_{\text{QWEST}} = \text{Qwest average or proportion}$$

Exhibit K

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root $\square \sigma^2_{Qwest} (1/ n_{CLEC} + 1/ n_{Qwest})]$

σ_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., $M_{CLEC} - M_{QWEST}$.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or n_{QWEST}).

Compute and store the modified z-test score (Z_S) for this sample.

Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α , the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

5.0 Critical Z-Value

Exhibit K

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS- 3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8.

For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

Exhibit K

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly “misses” it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment “indicator” de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment “indicator” presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment “indicator” back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the “Per Measurement” category. For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Payments,” payment to a CLEC will be the amount set forth in Table 2 below under the section labeled “per measurement.”

TABLE 2: TIER-1 PAYMENTS TO CLEC

Per Occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$150	\$250	\$500	\$600	\$700	\$800
Medium	\$ 75	\$150	\$300	\$400	\$500	\$600
Low	\$ 25	\$ 50	\$100	\$200	\$300	\$400

Per Measurement Cap						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following

Exhibit K

						month
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Medium	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
Low	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per-day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is \$150 per day. For days 11 through 20, the payment is \$300 per day and so on.

TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS

Days Late	Completion Date	Feasibility Study
1 to 10 days	\$150/day	\$45/day
11 to 20 days	\$300/day	\$90/day
21 to 30 days	\$450/day	\$135/day
31 to 40 days	\$600/day	\$180/day
More than 40 days	\$1,000/day	\$300/day

6.4 A minimum payment calculation shall be performed at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by multiplying \$2,000 by the number of months in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 Determination of Non-Conforming Measurements: The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for

Exhibit K

parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements for. If in any 12-month rolling period in which there have been two non-compliant months out of any three consecutive months, Tier 2 payments shall be triggered by an additional single month of non-compliance during such rolling period. Payments shall drop to zero when there has been a 12-month period without two consecutive months of non-compliance. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to the State in a single month shall not exceed the amount listed in Table 4 for the "Per Measurement" category.

TABLE 4: TIER-2 PAYMENTS TO STATE FUNDS

Per Occurrence

Measurement Group	
High	\$500
Medium	\$300
Low	\$200

Per Measurement/Cap

Measurement Group	
High	\$75,000
Medium	\$30,000
Low	\$20,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

- GA-1: Gateway Availability - IMA-GUI
- GA-2: Gateway Availability - IMA-EDI
- GA-3: Gateway Availability – EB-TA

Exhibit K

- GA-4: System Availability – EXACT
- GA-6: Gateway Availability – GUI-Repair
- PO-1: Pre-Order/Order Response Times
- OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
- MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS

Measurement	Performance	State Payment	14 State Payment
GA-1,2,3,4,6	1% or lower	\$1,000	\$14,000
	>1% to 3%	\$10,000	\$140,000
	>3% to 5%	\$20,000	\$280,000
	>5%	\$30,000	\$420,000
PO-1	2 sec. Or less	\$1,000	\$14,000
	>2 sec. to 5 sec.	\$5,000	\$70,000
	>5 sec. to 10 sec.	\$10,000	\$140,000
	>10 sec.	\$15,000	\$210,000
OP-2/MR-2	1% or lower	\$1,000	\$14,000
	>1% to 3%	\$5,000	\$70,000
	>3% to 5%	\$10,000	\$140,000
	>5%	\$15,000	\$210,000

7.5 Payment of Tier 2 Funds: Tier 2 payments shall be made to the Connecting Oregon Communities Fund pursuant to Oregon Revised Statutes 759.445(1) or as may be otherwise provided under state law.

8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be

Exhibit K

used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is $\% \text{ diff} = (\text{CLEC result} - \text{Calculated Value}) / \text{Calculated Value}$. The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in sections 8.0 and 9.0, the calculated percent differences is capped at 100%.

8.2.1.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

Exhibit K

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the "per measure" portion of Table 2: Tier 1 Payments to CLEC.

9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1.1 Application of the Critical Z-Value: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided by Qwest to all CLECs for the month in question shall be determined. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2.

9.1.2 To determine if Tier 2 payments for performance measurements listed on Attachment 1 shall be made in the current month, the following shall be determined: (1) If in any 12-month rolling period in which there have been two non-compliant months out of any three consecutive months, Tier 2 payments shall be triggered by an additional single month of non-compliance during such rolling period. (2) Payments shall drop to zero when there has been a 12-month period without two consecutive months of non-compliance.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

Exhibit K

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.2.2 Step 2: The percentage difference between the actual averages and the calculated averages shall be calculated. The calculation for parity measurements is $\% \text{ diff} = (\text{actual average} - \text{calculated average}) / \text{calculated average}$. The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in section 8.0 and section 9.0, the calculated percent difference is capped at 100%.

9.2.2.3 Step 3: For each performance measurement, the total number of data points each month shall be multiplied by the percentage calculated in the previous step. The result (shall be calculated and rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages shall be calculated. The calculation for parity measurement is $\text{diff} = (\text{CLEC result} - \text{calculated percentage})$. This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for each month shall be multiplied by the difference in percentage calculated in the previous step. The result (shall be calculated and rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.4 Performance Measurements that are Ratios or Proportions:

Exhibit K

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate shall be calculated. The calculation is: $\text{diff} = (\text{CLEC rate} - \text{calculated rate})$. This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step. The result (shall be calculated and rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the "per measure" portion of the Tier 2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than \$5,000, a minimum payment of \$5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the affected CLECs based upon each CLEC's relative share of the number of total service misses.

Exhibit K

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

11.0 Payment

11.1 Payments to CLEC or the State shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 Payment to CLEC shall be made via bill credits. To the extent that a monthly payment owed to CLEC under this PAP exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12 month period beginning with the effective date of the PAP for the State of Oregon. The annual cap for the State of Oregon shall be \$48,000,000 (36% of the 1999 ARMIS Net Return), subject to any applicable adjustment permitted pursuant to section 12.2. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages, including any such damages paid pursuant to this Agreement, any other interconnection agreement, or any other payments made for the same underlying activity or omission under any other contract, order or rule and Tier 2 assessments or payments made by Qwest for the same underlying activity or omission under another contract, order or rule.

12.2 The 36% annual cap may be increased to 44% or decreased to 30% of 1999 ARMIS Net Return as follows:

12.2.1 An increase in the cap of a maximum of 4 percentage points at any one time (i.e., first to 40 percent) shall occur upon order by the Commission if the cap has been exceeded for any consecutive period of 24 months by that same 4 percent or more, provided that: (a) the Commission has determined that the preponderance of the evidence shows Qwest could have remained beneath the cap through reasonable and prudent effort, and (b) the Commission has made that determination after having available to it on the record the results of audits and root cause analyses, and provided an opportunity for Qwest to be heard.

Exhibit K

12.2.2 A decrease in the cap of a maximum of 4 percentage points at any one time shall occur upon order by the Commission after performance for any consecutive period of 24 months in which total payments are 8 or more percentage points below the cap amount, provided that: (a) the Commission has determined that the preponderance of the evidence shows the performance results underlying those payments results from an adequate Qwest commitment to meeting its responsibilities to provide adequate wholesale service and to keeping open its local markets and (b) the Commission shall have made that determination after providing all interested parties an opportunity to be heard.

12.2.3 The provisions of 12.2.1 and 12.2.2 shall be in effect for the next 24 month period commencing with the end of the 24 month period upon which the Commission's order is based.

12.3 If the annual cap is reached, each CLEC shall, as of the end of the year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage equalization shall take place as follows:

12.3.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the cumulative monthly cap (defined as $1/12^{\text{th}}$ of the annual cap times the cumulative number of months to date) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due from any CLEC for that and any succeeding months, as necessary.

13.0 Limitations

Exhibit K

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) a Force Majeure event, including but not limited to acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, “dumping” orders or applications in unreasonably large batches, “dumping” orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are required to reasonably provide services or facilities; or 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP.

13.4 Qwest’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest’s payment of Tier –1 “liquidated damages” or Tier 2 “assessments” as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest’s conduct underlying its performance measures, however are not made inadmissible by its terms.

Exhibit K

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance measurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, in its interconnection agreement with Qwest in lieu of other alternative standards or relief for the same wholesale services governed by the QPAP. Where alternative standards or remedies for Qwest wholesale services governed by the QPAP are available under rules, orders, or contracts, including interconnection agreements, CLEC will be limited to either PAP standards and remedies or the standards and remedies available under rules, orders, or contracts and CLECs choice of remedies shall be specified in its interconnection agreement.

13.7 Any liquidated damages payment by Qwest under these provisions is not hereby made inadmissible in any proceeding related to the same conduct where Qwest seeks to offset the payments against any other damages a CLEC may recover; whether or not the nature of the damages sought by the CLEC is such that an offset is appropriate will be determined in the relevant proceeding.

13.8 Qwest shall not be liable for both Tier 2 payments under the PAP and assessments, sanctions, or other payments for the same underlying activity or omission pursuant to any Commission order or service quality rules.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds \$3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the \$3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of \$3 million into escrow, to be held by a third-party pending the outcome of the

Exhibit K

proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of \$3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than \$1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT or interconnection agreement with the CLEC.

14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Solely upon the specific order of the Commission, data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures. Qwest shall provide such notice as the Commission directs to the CLEC involved. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the Commission.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of \$500 for

Exhibit K

each business day for which performance reports are 6 to 10 business days past the due date; \$1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and \$2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable form for one year. For the remaining two years, the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

15.0 Integrated Audit Program/Investigations of Performance Results

15.1 Audits of the PAP shall be conducted in a two-year cycle under the auspices of the participating Commissions in accordance with a detailed audit plan developed by an independent auditor retained for a two-year period. The participating Commissions shall select the independent auditor with input from Qwest and CLECs.

15.1.1 The participating Commissions shall form an oversight committee of Commissioners who will choose the independent auditor and approve the audit plan. Any disputes as to the choice of auditor or the scope of the audit shall be resolved through a vote of the chairs of the participating commissions pursuant to Section 15.1.4.

15.1.2 The audit plan shall be conducted over two years. The audit plan will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The audit plan will give priority to auditing the higher risk areas identified in the OSS report. The two-year cycle will examine risks likely to exist across that period and the past history of testing, in order to determine what combination of high and more moderate areas of risk should be examined during the two-year cycle. The first year of a two-year cycle will concentrate on areas most likely to require follow-up in the second year.

Exhibit K

15.1.3 The audit plan shall be coordinated with other audit plans that may be conducted by other state commissions so as to avoid duplication, shall not impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that can be conducted in accordance with the reasonable course of Qwest's business operations.

15.1.4 Any dispute arising out of the audit plan, the conduct of the audit, or audit results shall be resolved by the oversight committee of Commissioners. Decisions of the oversight committee of Commissioners may be appealed to a committee of the chairs of the participating Commissions.

15.2 Qwest may make management processes more accurate or more efficient to perform without sacrificing accuracy. These changes are at Qwest's discretion but will be reported to the independent auditor in quarterly meetings in which the auditor may ask questions about changes made in the Qwest measurement regimen. The meetings, which will be limited to Qwest and the independent auditor, will permit an independent assessment of the materiality and propriety of any Qwest changes, including, where necessary, testing of the change details by the independent auditor. The information gathered by the independent auditor may be the basis for reports by the independent auditor to the participating Commissions and, where the commissions deem it appropriate, to other participants.

15.3 In the event of a disagreement between Qwest and CLEC as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, CLEC and Qwest may, upon a demonstration of good cause, (e.g., evidence of material errors or discrepancies) request an independent audit to be conducted, at the initiating party's expense. The independent auditor will assess the need for an audit based upon whether there exists a material deficiency in the data or whether there exists an issue not otherwise addressed by the audit plan for the current cycle. The dispute resolution provision of section 18.0 is available to any party questioning the independent auditor's decision to conduct or not conduct a CLEC requested audit and the audit findings, should such an audit be conducted. An audit may not proceed until dispute resolution is completed. Audit findings will include: (a) general applicability of findings and conclusions (i.e., relevance to CLECs or jurisdictions other than the ones causing test initiation), (b) magnitude of any payment adjustments required and, (c) whether cost responsibility should be shifted based upon the materiality and clarity of any Qwest non-conformance with measurement requirements (no pre-determined variance is appropriate, but should be based on the auditor's professional judgment). CLEC may not request an audit of data more than three years from the later of the provision of a monthly credit statement or payment due date.

Exhibit K

15.4 Qwest shall fund the state of Oregon's share of the costs of the first two-year audit cycle.

15.5 Qwest will investigate any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. To the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest shall receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. The relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this Agreement.

16.0 Reviews

16.1 Every six (6) months, beginning six months after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP Section 271 proceeding, Qwest, CLECs, and the Commissions of those states shall participate in a common review of the performance measurements to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measurement to High, Medium, or Low or Tier 1 to Tier 2. The criterion for reclassification of a measurement shall be whether the actual volume of data points was less or greater than anticipated. Criteria for review of performance measurements, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. The first six-month period will begin upon the FCC's approval of Qwest's 271 application for that particular state. Changes shall not be made without Qwest's agreement, except that disputes as to whether new performance measurements should be added shall be resolved by one arbitration proceeding conducted pursuant to section 5.18.3 of the SGAT, which shall bind CLEC and Qwest and all parties to the arbitration and determine what new measures, if any, should be included in Exhibit K to the SGAT.

16.2 Two years after the effective date of the first FCC 271 approval of the PAP, the participating Commissions may conduct a joint review by a independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. This review shall not be used to open the PAP generally to amendment, but would serve to assist Commissions in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions.

Exhibit K

16.3 Qwest will make the PAP available for CLEC interconnection agreements until such time as Qwest eliminates its Section 272 affiliate. At that time, the Commission and Qwest shall review the appropriateness of the PAP and whether its continuation is necessary. However, in the event Qwest exits the interLATA market, that State PAP shall be rescinded immediately.

17.0 Voluntary Performance Assurance Plan

This PAP represents Qwest's voluntary offer to provide performance assurance. Nothing in the PAP or in any conclusion of non-conformance of Qwest's service performance with the standards defined in the PAP shall be construed to be, of itself, non-conformance with the Act.

18.0 Dispute Resolution

For the purpose of resolving disputes over the meaning of the provisions of the PAP and how they should be applied, the dispute resolution provisions of the SGAT, section 5.18, shall apply whether the CLEC uses the SGAT in its entirety or elects to make the PAP part of its interconnection agreements (i.e., the unique dispute resolution provisions of interconnection agreements should not apply).

Exhibit K

Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3 ^a	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6 ^b	X					
Billing Completion Notification Timeliness	PO-7 ^b	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
(Expanded) – Manual Service Order Accuracy	PO-20 ^c		X				
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3			X		X	
Installation Intervals	OP-4 ^d			X		X	
New Service Quality	OP-5a,b ^e			X		X	
Delayed Days	OP-6 ^f			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3			X			
All Troubles Cleared within 4 hours	MR-5			X			
Mean time to Restore	MR-6a,b,c,d ^g , e ^g			X			
Repair Repeat Report Rate	MR-7			X		X	
Trouble Rate	MR-8			X		X	
LNP Trouble Reports Cleared within 24 Hours	MR-11			X		X	
LNP Trouble Reports—Mean Time to Restore	MR-12			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

Exhibit K

a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two “families:” PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c. Low Volume Exception: In lieu of Section 2.4 for PO-20, where CLEC order volumes for a given month are less than 17 in Phase 1, less than 13 in Phase 2, and less than 10 in Phase 3 and subsequent phases, a benchmark standard of “no more than one order with PO-20 errors” is applied. Under this provision, no payment applies if there is only one order with errors.

Stabilization Period: For each phase beginning with Phase 1, there will be no more than a 3-month measurement stabilization period for all fields introduced in that phase. Performance results that include all such fields are not subject to payments during the measurement stabilization period.

d. OP-4 is included with OP-6 as five “families:” OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

e. Low volume treatment for OP-5b will apply if both (1) the CLEC volume of orders is less than or equal to 29 (the denominator of OP-5t) and (2) the number of orders with trouble in OP-5a is no more than one. When these two conditions are met, a standard of no more than one order with new service trouble applies.

f. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

g. Applicable only to xDSL-I capable loops.

Exhibit K

Attachment 2: Performance Measurements Subject to Per Measurement Caps

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)
Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)
Billing Completeness – BI-4 (Tier 1/Tier 2)

Exhibit K

EXHIBIT L

ADVICE ADOPTION LETTER

Manager Interconnection
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

CLEC

By: _____

Title: _____

Date: _____

EXHIBIT N

OPEN – Eschelon proposed Exhibit N; Qwest does not agree (proposes deletion)

INTERVAL ADVICE ADOPTION LETTER

Director of Interconnection Compliance
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation (“Qwest”) New Interval for product/service:

Dear Sir or Madam:

By its signature below, _____ (“CLEC”) hereby agrees to be bound by the interval that Qwest has offered and provided on its Web Site for the product or service identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____. The new interval is _____.

CLEC

By: _____

Title: _____

Date: _____

EXHIBIT O

OPEN – Eschelon proposed Exhibit O; Qwest does not agree (proposes deletion)

INTERVAL INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation (“Qwest”) New Interval for product or service:

Dear Sir or Madam:

By its signature below, _____ (“CLEC”) hereby agrees to be bound by the interval that Qwest has offered and provided on its Web Site for the product or service identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

Qwest acknowledges that CLEC believes that the interval for the Qwest product or service should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the terms associated with the interval pursuant to the terms of Section 1.7.1.2 of the Agreement. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By: _____

Title: _____

Date: _____