

**AT&T/Qwest WASHINGTON ICA Negotiations  
Disputed Issues List**

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Issue Number/ ICA Section or Attachment Number/ Statement of Issue	Qwest Proposed Language	Qwest Position	AT&T Proposed Language	AT&T Position
			<p><b>NOTE: Underlined language is language proposed by AT&amp;T. Strikethrough language is Qwest proposed language that AT&amp;T does not agree with.</b></p>	
<p align="center">Issue 1</p> <p align="center">Section 1.9.1</p> <p>CLEC's Ability to Obtain Services from Agreement or Tariff</p>	<p>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.</p> <p><b>QWEST PROPOSED LANGUAGE</b></p> <p>1.9.1 Separate from such adoption, CLEC may choose to place orders from a Qwest Tariff. If CLEC does</p>	<p>The parties agree on the vast majority of this section. The final dispute centers on Qwest's legitimate need to know, in advance of receiving an order, the source of AT&amp;T's order, i.e., whether the order is placed pursuant to the parties' interconnection agreement or an approved tariff. In an effort to resolve the issue, Qwest has proposed accepting <i>all</i> of AT&amp;T's proposed language for Section 1.9.1 with additional language to address the order-source issue.</p> <p>This proposed language addresses all of AT&amp;T's stated concerns and is plainly competitively neutral. Under it, AT&amp;T remains free to order from either a tariff or the parties' agreement and the parties are able to avoid future disputes regarding terms and conditions that could result from confusion</p>	<p>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.</p> <p><b>AT&amp;T PROPOSED LANGUAGE</b></p> <p>1.9.1 Separate from such adoption, CLEC may choose to</p>	<p>The parties agree that AT&amp;T may incorporate tariff terms into AT&amp;T's interconnection agreement with Qwest, if AT&amp;T chooses to, pursuant to the process set forth in Section 1.8 of the agreement and Section 252(i) of the Act. The parties also agree that after entering into the interconnection agreement, AT&amp;T remains free to place orders under a Qwest tariff. The dispute is over whether different processes are needed to place orders under a Qwest tariff once AT&amp;T has entered into an interconnection agreement.</p> <p>One concern Qwest has raised is that when AT&amp;T submits an order from a tariff, it is possible that Qwest cannot discern that the order is under the tariff instead of under the interconnection</p>

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	<p>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 this 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. Such process will include advanced written notice from CLEC to allow Qwest reasonable time to implement the change. The tariff rate, terms and conditions would apply to all such CLEC orders on a going forward basis until such time as CLEC elects to no longer use the tariffs, and chooses another option for the same product or service pursuant to Sections 1.8 and 1.9 of this agreement.</p>	<p>as to the source of AT&amp;T's order (tariff or interconnection agreement) by AT&amp;T's simple of act of providing written notice of its intent to purchase out of the tariff.</p>	<p>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. <del>Such process will include advanced written notice from CLEC to allow Qwest reasonable time to implement the change. The tariff rate, terms and conditions would apply to all such CLEC orders on a going forward basis until such time as CLEC elects to no longer use the tariffs, and chooses another option for the same product or service pursuant to Sections 1.8 and 1.9 of this agreement.</del></p>	<p>agreement. AT&amp;T is not clear on how this would occur, but has proposed language (in Section 1.9.1) to deal with this concern. It states that if this situation arises, the parties will establish a process for submitting orders that will allow Qwest to recognize the distinction between an order under a Qwest tariff instead of the interconnection agreement.</p> <p>The Qwest proposal presupposes a solution that AT&amp;T believes will be unworkable. AT&amp;T believes that the notifications Qwest seeks to require will generate new manual processes within Qwest and AT&amp;T and there will be significant room for error and delay. An automated approach will be necessary, but AT&amp;T is prepared to leave that negotiation for another day if the parties actually encounter a problem in this area. AT&amp;T's proposed language in Section 9.1 accomplishes this.</p>
<p>Issue 2</p>				

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<p align="center">Issue 3  Section 4  Definition of Tandem Office Switch</p>	<p>Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:</p> <p>"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</p> <p><b>QWEST PROPOSED LANGUAGE</b> "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) serves a comparable geographic area as Qwest's Tandem Office Switch. 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</p>	<p>Qwest's definition is consistent with and tracks the language for 47 C.F.R. § 51.711(a)(3). It is also consistent with the language in Qwest's Washington SGAT.</p> <p>In its proposed definition of Central Office Switch, AT&amp;T seeks to classify switches as tandem switches based on capability alone. Under AT&amp;T's approach, when a switch is "<i>capable of</i>" serving a geographic area comparable to the area served by Qwest's tandem, it is to be classified as a tandem switch. Rule 711(a)(3) does not have the "capable of" language AT&amp;T seeks to insert. Such a standard removes any incentive for AT&amp;T to actually provide services to customers across a wide area. AT&amp;T could maintain switches with tandem <i>capabilities</i> without ever offering services to customers across a broad area while charging Qwest tandem switching rates as if it had</p>	<p>Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:</p> <p>"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</p> <p><b>AT&amp;T PROPOSED LANGUAGE</b> "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) <del>serves-is (are)</del> <u>capable of serving</u> a comparable geographic area as Qwest's Tandem Office Switch. 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</p>	<p>AT&amp;T's position is that its switch must be "capable of serving" a comparable geographic area as Qwest's Tandem Office switch in order for the AT&amp;T switch to be considered a tandem switch for purposes of reciprocal compensation. It need not "actually serve" a comparable geographic area. 47 CFR Section 51.711(a)(c) states, "Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate." The FCC in the Virginia Arbitration Decision interpreted this rule to require an inquiry into whether the CLEC's "switch is <i>capable of serving</i> a geographic area that is comparable to the architecture served by the incumbent LEC's tandem</p>

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	<p>addition, "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.</p>	<p>widely dispersed customers.</p> <p>AT&amp;T's proposed test and Qwest's proposed test differ significantly.</p>	<p>Switch on a prospective basis. In addition, "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.</p>	<p>switch." FCC Virginia Arbitration Decision<sup>1</sup>, paragraph 309 (emphasis added). The FCC did "not require an examination of the competitor's customer base." <i>Id.</i></p>
<p>Issue 4 RESERVED</p>				
<p>Issue 5 Section 4 Definition of Exchange Service</p>	<p><b>QWEST PROPOSED LANGUAGE</b> "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same local calling area as determined for Qwest by the Commission.</p>	<p>Exchange Service or Extended Area Service (EAS)/Local traffic" is traffic that originates and terminates within the same local calling area. The Commission determines the boundaries of local calling areas. See, e.g., Local Competition Order ¶ 1035.</p> <p>AT&amp;T's proposed language would allow AT&amp;T to convert</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> - "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same Local Calling Area as determined for <del>Qwest</del> <u>by the calling and called NPA/NXXs by the Commission.</u></p>	<p>First, AT&amp;T's position is that the determination of the nature and compensation of a call should be based on the NPA/NXX of the originating and terminating telephone numbers (not the physical location of the users). The Commission should find that NPA-NXX codes have been and continue to be used by the industry to rate and bill</p>

<sup>1</sup> *In the Matter of Petition of AT&T Communications of Virginia 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., CC Docket Nos. 00-218, 00-249, 00-251, Memorandum Opinion and Order, DA 02-1731, Rel. July 17, 2003 ("FCC Virginia Arbitration Decision").*

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		<p>calls that should be and currently are treated as toll calls into local calls solely based upon the assignment of the NPA/NXX. AT&amp;T proposes to do so for both its own customers as well as Qwest retail customers. AT&amp;T also seeks to charge Qwest reciprocal compensation for calls that otherwise are treated as toll calls for which Qwest receives retail intraLATA toll or wholesale switched access charges.</p> <p>AT&amp;T suggests that its definition is consistent with industry standards, but it is neither consistent with the law nor with those standards. For example, although the industry assigns NPA/NXXs to parties based upon the geographic area where they are located, AT&amp;T proposes divorcing NPA/NXX assignments from geographic areas altogether.</p> <p>AT&amp;T's "virtual" NXX "service" is not comparable to Qwest's tariffed foreign exchange (FX) service. Qwest charges its FX customers for incoming calls</p>		<p>calls and there is presently no viable alternative to the current system and no public policy reason to change that arrangement now.</p> <p>One way the issue (of defining calls based on the originating and terminating NPA/NXX) has been characterized is that of permitting AT&amp;T to provide a foreign exchange-like service. Qwest believes this would permit AT&amp;T to avoid toll charges. AT&amp;T's position is that FX-like traffic consists of two categories of traffic, non-ISP and Internet Service Provider (ISP)-bound traffic. However, whether or not such traffic is "local" is not determinative of whether reciprocal compensation applies.</p> <p>a. In its ISP Remand Order<sup>2</sup>, the Federal Communications Commission (FCC) reaffirmed that traffic delivered to an ISP is predominantly interstate access traffic subject to FCC jurisdiction under §201 of the Telecommunications Act of 1996, and established a cost</p>
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<sup>2</sup> See *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 116 FCC Rcd 9161 (2001) ("ISP Remand Order").

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		<p>from distant calling areas. AT&amp;T, however, does not. Instead, AT&amp;T proposes charging the originating party for carrying this toll-free traffic. Neither the Act nor any FCC rules encourages or endorses AT&amp;T's proposal to shift its costs of serving its customers onto Qwest.</p> <p>AT&amp;T's proposal implicates significant policy issues and many other state commissions have declined to adopt "virtual" NXX proposals espoused by CLECs in arbitrations.</p> <p>Qwest's proposed definition is consistent with the definition in its Commission-approved SGAT.</p>		<p>recovery mechanism for the exchange of such traffic. Thus, ISP-bound traffic, including ISP-bound-FX-like traffic, is subject to the FCC's jurisdiction and its cost recovery mechanism, and is not subject to the jurisdiction of state commissions.</p> <p>b. Under the FCC's ISP Remand Order, <i>all</i> telecommunications traffic is subject to reciprocal compensation unless the traffic falls within the exemptions established in Section 251(g) of the Act. The FCC declined to use the local/non-local distinction to determine whether reciprocal compensation applies. Voice-FX-like traffic does not fall under the Section 251(g) carve out for two reasons. First, this traffic is not exchange access traffic. Second, regulators may not add new types of traffic to the Section 251(g) carve out because Congress intended the carve out to apply only to certain types of traffic that pre-existed the Telecommunications Act of 1996. Accordingly, voice-FX traffic is subject to the reciprocal compensation</p>
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				provisions of Section 251(b)(5).
Issues 6 – 16  RESERVED				
Issue 17  Sections 7.3.1.1.3.1 and 7.3.2.2.1  Reduction of Direct Trunked Transport Rate Element When 2-Way Trunking is Established for Reciprocal Exclusion/ Inclusion of ISP-Bound Traffic	<p>7.3.1.1.3 If the Parties elect to establish two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the two-way Interconnection facilities shall be shared among the Parties by reducing the two-way Interconnection EF rate element charges as follows:</p> <p><b>QWEST PROPOSED LANGUAGE</b></p> <p>7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor</p>	<p>Qwest's language is consistent with the language in Qwest's Washington SGAT. AT&amp;T improperly deletes Qwest SGAT language that acknowledges important differences between local 251(b)(5) traffic and Internet-bound traffic. The FCC's ISP Remand Order confirms that FCC rules relating to reciprocal compensation do not apply to Internet-bound traffic. Thus, the rules AT&amp;T relies upon are inapplicable.</p> <p>AT&amp;T's "comparable facility" language is vague. Either carrier may provide the transport necessary to create the interconnection between the carriers. The provider of the transport apportions cost when two-way trunking is supported. Qwest pays at the same rate it would have charged if Qwest had provided the same transport. AT&amp;T's language suggests that Qwest might pay at the rate associated with a</p>	<p>7.3.1.1.3 If the Parties elect to establish two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the two-way Interconnection facilities shall be shared among the Parties by reducing the two-way Interconnection EF rate element charges as follows:</p> <p><b>AT&amp;T PROPOSED LANGUAGE</b></p> <p>7.3.1.1.3.1 The provider of the LIS two-way <u>Interconnection Entrance Facility (or other comparable facility providing equivalent functionality)</u> (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the <u>Interconnection</u> EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill</p>	<p>In Sections 7.3.1.1.3.1 and 7.3.2.2.1, the parties have generally agreed to share the cost of two-way trunk groups that are supported by dedicated transport, however, there remains some disagreement. These provisions by their terms refer only to Entrance Facilities and Direct Trunked Transport. Qwest agrees that there is other two-way flat-rated transport that may come by another name and that AT&amp;T and Qwest will share the cost. For example, if AT&amp;T purchases two-way UNE dedicated transport from Qwest, the parties will share the cost of this facility. AT&amp;T added parenthetical language to these provisions to make clear that they are not limited to Entrance Facilities and Direct Trunked Transport – "(or other comparable facility providing equivalent functionality)". AT&amp;T's proposal is consistent with the agreed to language in 7.3.1(b)</p>

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	<p>substantiate a change in that factor. If either Party demonstrates with non-ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.</p> <p>7.3.2.2 If the Parties elect to establish two-way trunks for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the facilities shall be shared among the Parties by reducing the two-way DTT rate element charges as follows:</p> <p><b>QWEST PROPOSED LANGUAGE</b></p> <p>7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the</p>	<p>CLEC's "comparable facility providing equivalent functionality." To do so would make Qwest subject to asymmetric compensation when compensation should be symmetric per 47 CFR 51.711.</p> <p>By recommending deletion of the last sentence of the paragraph, AT&amp;T seeks to have ISP-bound traffic transported as if it were local in nature. It is not.</p>	<p>factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data <del>for non-ISP-bound traffic</del> to substantiate a change in that factor. If either Party demonstrates with <del>non-ISP-bound</del> data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. <del>By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.</del></p> <p>7.3.2.2 If the Parties elect to establish two-way trunks for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the facilities shall be shared among the Parties by reducing the two-way DTT rate element charges as follows:</p> <p><b>AT&amp;T PROPOSED LANGUAGE</b></p> <p>7.3.2.2.1 The provider of the <u>LIS two-way Direct Trunked Transport Facility (or other comparable facility providing</u></p>	<p>agreed to language in 7.3.1(b) (not including the disputed sentence) that refers generically to flat-rated transport and states the agreement that the parties will share the cost when it is used to support two-way trunking.</p> <p>In addition, Qwest wishes to exclude "ISP-bound" traffic from the computation of the cost sharing for these facilities. There is no legal basis to do so. 47 CFR Section 51.709(b) allows recovery for all traffic – "The rate of a carrier providing transmission facilities dedicated to the transmission of traffic between two carriers' networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier to send traffic that will terminate on the providing carrier's network. Such proportions may be measured during peak periods."</p> <p>The language of this rule does not exclude "ISP-Bound" traffic. Likewise, there is nothing in the ISP Remand Order that supports the result sought by Qwest.</p>
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	<p>quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet related traffic to substantiate a change in that factor. If either Party demonstrates with non ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.</p>		<p><u>equivalent functionality</u>) (DTT facility) will initially share the cost of the <del>LIS</del> two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data <del>for non-Internet related traffic</del> to substantiate a change in that factor. If either Party demonstrates with <del>non-ISP-bound traffic</del> data that actual minutes of use during <del>the first quarter</del> <u>quarters governed by the initial relative use factor</u> justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the <del>first quarter</del> <u>quarterly</u> charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. <del>By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.</del></p>	
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<p>Issue 18 Section 7.3.4.1.2  Reciprocal Compensation and Calculation of Tandem Transmission Rate</p>	<p><b>QWEST PROPOSED LANGUAGE</b> 7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section. When a CLEC Switch meets the definition, the per minute of use call termination is equal to the sum of (1) the Termination rate as described in Exhibit A of this Agreement and (2) the Tandem Switched Transport rate.</p>	<p>FCC Rule 47 C.F.R. 51.711 dictates that the ILEC pay the tandem rate in this case. The rule does not call for payment of an assumed transport rate as well.  Further, Qwest does not routinely charge for nine miles of transport when it switches terminating traffic at the Qwest tandem.</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> 7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section. When a CLEC Switch meets the definition, the per minute of use call termination is equal to the sum of (1) the Termination rate as described in Exhibit A of this Agreement, (2) the Tandem Switched Transport rate and (3) <u>the Tandem Transmission rate for nine (9) miles of common transport.</u></p>	<p>AT&amp;T is entitled to charge and receive the call termination, tandem switching and tandem transmission rate elements when AT&amp;T's switch meets definition of a tandem switch under 47 CFR Section 51.711(a)(3). These rate elements are symmetrical to the charges Qwest assesses when a Qwest tandem switch is used as part of the transport and termination of an AT&amp;T originated call. AT&amp;T is entitled to charge a symmetrical rate pursuant to 47 CFR Section 51.711.</p>
<p>Issue 19 Section 7.3.6.2.1  ISP-Bound Traffic, UNE-P Minutes and the 3:1 Ratio of Terminating to Originating Traffic</p>	<p><b>QWEST PROPOSED LANGUAGE</b> 7.3.6.2.1 Identification of ISP-bound traffic -- The Parties will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.</p>	<p>Reciprocal compensation applies to the exchange of Exchange Service (EAS/LOCAL) traffic between the CLEC's network and Qwest's network. In the case of UNE-P, many calls are carried solely on Qwest-provided transport and not between the CLEC's network and Qwest's network. Calls that do not traverse an interconnection trunk should not impact reciprocal compensation. Section 9.11.5.3 of the proposed agreement ensures that AT&amp;T faces no cost to terminate local calls on a UNE-P station and so AT&amp;T has no</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> 7.3.6.2.1 Identification of ISP-bound traffic: The Parties will presume traffic delivered to <u>CLEC a Party</u> that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. <u>This ratio will include minutes exchanged under Section 7 of this contract, as well as UNE-P minutes originated and terminated.</u></p>	<p>Under each party's proposed language, the parties agree that the 3:1 presumption be used under this interconnection agreement. It is AT&amp;T's position that AT&amp;T's UNE-P originating minutes of use should be included in the 3:1 ratio that applies when determining whether traffic is to be compensated at the ISP rate versus the local voice rate. This is supported by the FCC's conclusion in the recent Virginia arbitration between AT&amp;T and Verizon. In that decision, the FCC stated, "The <i>ISP Intercarrier Compensation Order</i> does not</p>

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		<p>cost to recover via reciprocal compensation.</p> <p>Qwest will exercise its right to rebut the 3:1 presumption by presentation of actual call data. AT&amp;T should be directed by the Commission to collaborate with Qwest on the mechanized application of actual volumes in lieu of the 3:1 presumption. This would make the UNE-P matter moot.</p>		<p>distinguish between UNE-platform traffic and originating interconnection trunk traffic in its application of the 3:1 ratio. We conclude, therefore, that both categories of traffic should be included in this calculation.” FCC Virginia Arbitration Decision, paragraph 267.</p>
<p>Issue 20 RESERVED</p>				
<p>Issue 21 Section 7.3.8 Billing for traffic that does not carry CPN  If the originating party passes CPN on less than 95% of its calls, should those calls passed without CPN be billed as intraLATA switched access or based on a</p>	<p><b>QWEST PROPOSED LANGUAGE</b> 7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN) 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 including CPN, Originating Line Information Parameter (OLIP)), on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating</p>	<p>AT&amp;T’s proposal seeks to allow for an increase in levels of unidentified originating number calling from 5% to 10%. In aggregate, Qwest and other WA carriers currently exchange 5% or less “No CPN” traffic. Elevated levels of this traffic type create higher occurrences of billing disputes between carriers. Further, AT&amp;T proposes an administratively complex apportioning of what should be a relatively small amount of traffic. AT&amp;T’s language could entice an opt-in carrier to extract CPN from toll calls and only provide CPN on</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> 7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating calling party number (CPN) 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 including CPN, Originating Line Information Parameter (OLIP) originating line information (OLI), on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.</p>	<p>AT&amp;T’s position is that each party should pass the calling party number (CPN) on no less than 90% of the traffic passed to the other party. For the up to 10% of traffic that does not contain CPN, AT&amp;T proposes that a factor be used. The factor is established based on all the traffic that has CPN. So, for example, if the traffic that has CPN is 80% local and 20% toll, the traffic that has no CPN would be billed 80% local and 20% toll. Qwest’s proposal requires 100% compliance with passing CPN</p>

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<p>percentage local usage (PLU)?</p>	<p>information), on its Interconnection trunks or it's affiliate FGD trunks, and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party on its Interconnection trunks without CPN (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) 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 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 failure and to assist its correction.</p>	<p>calls which are local. AT&amp;T's proposed formula would then dictate that a local rate should be applied to all traffic.</p> <p>Transiting is neither origination nor termination of a call. Since transport of <u>transit</u> traffic between an originating carrier and a terminating carrier is not the provision of local exchange service, it is not subject to Section 251(c) of the Act. Contrary to AT&amp;T's final paragraph, a terminating carrier cannot, by law, charge a transit carrier for call termination.</p>	<p><u>Where SS7 connections exist, each Party shall pass Calling Party Number ("CPN") information, where available, on each call carried over Interconnection trunks. If either Party fails to provide CPN (valid originating information), on its Interconnection trunks or it's affiliate FGD trunks, and cannot substantiate technical restrictions (i.e., MF signaling) such traffic All EAS/Local and IntraLATA Toll calls exchanged without CPN information will be billed as Switched Access. Traffic sent to the other Party on its Interconnection trunks without CPN (valid originating information) will be handled in the following manner either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement. If the percentage of EAS/Local and IntraLATA Toll calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent</u></p>	<p>(unless one can "substantiate technical restrictions"). Under Qwest's proposal the non-CPN traffic will be billed at switched access rates. There is no basis to presume that all traffic without CPN is switched access traffic. The more balanced approach is the application of the factor proposed by AT&amp;T. AT&amp;T agrees CPN should be passed whenever possible where SS7 exists and AT&amp;T's proposal reflects that.</p> <p>47 CFR Section 64.1601(a) generally requires that "common carriers using Signaling System 7 and offering or subscribing to any service based on Signaling Systems 7 functionality are required to transmit the calling party number (CPN) associated with an interstate call to interconnecting carriers." However, subsection (b) of this rule allows subscribers to block their CPN. In addition, subsection (d) sets forth circumstances where a carrier is not required to pass CPN. It is AT&amp;T's position that rather than expend the resources to substantiate every call that does not</p>
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			<p><del>(5%) of the total Exchange Service (EAS/Local) 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 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 failure and to assist its correction.</del></p> <p><u>The transit provider will not be accountable for transit traffic without CPN as long as the transit provider provides information to the other party each month that identifies no-CPN transit traffic, the carriers that originated the no-CPN traffic, and the no-CPN traffic originated by each carrier. Otherwise, the transit provider will be responsible for such traffic.</u></p> <p><b>AT&amp;T PROPOSED LANGUAGE in Plain Text</b></p> <p>7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will</p>	<p>contain the CPN, the parties should use the factoring approach proposed by AT&amp;T.</p> <p>Because Qwest has expressed a concern about being the transit provider, AT&amp;T has proposed additional language expressly addressing the obligation of the transit provider. Qwest has not accepted this proposal.</p>
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			<p>be provided including originating line information (OLI), calling party category, Charge Number, etc. All privacy indicators will be honored. Where SS7 connections exist, each Party shall pass Calling Party Number ("CPN") information, where available, on each call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without CPN 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 information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement. If the percentage of EAS/Local and IntraLATA Toll calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist its correction.</p> <p>The transit provider will not be accountable for transit traffic without CPN as long as the transit provider provides information to the other party each month that</p>	
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			identifies no-CPN transit traffic, the carriers that originated the no-CPN traffic, and the no-CPN traffic originated by each carrier. Otherwise, the transit provider will be responsible for such traffic.	
Issue 22 Section 8.2.1.31 Abandonment	<b>QWEST PROPOSED LANGUAGE</b> 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 Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) Days from the date of such notice to remove such equipment or property from Premises. If, prior to the termination of the thirty (30) Day period, CLEC disputes that the equipment or property of CLEC has been abandoned or left unclaimed at the Premises, CLEC shall deliver to Qwest written notice of such dispute (the "Resolution Request") and commence Dispute resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered, then thirty (30) Days after the date of the notice all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to	The purpose of this section of the interconnection agreement is to quickly and efficiently dispose of unwanted equipment on Qwest's premises where a CLEC has abandoned its collocation. AT&T's language fails to acknowledge the difference between an abandoned collocation, in which the CLEC has abandoned the site and the equipment at that site without notice to Qwest, with a decommissioning, in which Qwest and the CLEC work together to decommission the space. Qwest's proposed language and process affords abandoning CLECs every opportunity to protect their interests in the event they dispute that they have abandoned the site. However, in the majority of abandonment cases, the CLEC is no longer in business, the CLEC does not respond to notices, and the interconnection agreement between Qwest and CLEC is also abandoned or no longer in force. Qwest requires a remedy	<b>AT&amp;T PROPOSED LANGUAGE</b> <b>[Note: this language is not marked to show changes because the differences between AT&amp;T and Qwest language are so great]</b> 8.2.1.31 All equipment or property of CLEC not removed from the Qwest Premises within thirty (30) Days after the abandonment thereof shall be deemed to have been abandoned. Qwest may appropriate, sell, store, and/or otherwise dispose of such equipment after providing CLEC with thirty (30) Days' advance written notice and CLEC fails to remove its equipment and/or property by the end of such thirty (30) Day period. No later than the end of this second thirty (30) Day period, Qwest shall cease charging CLEC any recurring charges associated with the Collocation site where such abandoned equipment or property is 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	Qwest should not be permitted to determine in its sole discretion when abandonment has occurred. Qwest's proposed language states that "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 Premises, . . . ." This will be the basis upon which Qwest determined abandonment. The Qwest proposal provides no objective criteria that Qwest would use in determining there is "evidence" of abandonment. As a result, the determination is left to Qwest's sole discretion. This is not appropriate.  AT&T's language is intended to provide more time and provide greater balance. In the event of abandonment, Qwest wishes to take ownership of AT&T's equipment and do with such

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	<p>Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence dispute resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, as evidenced by a writing executed by Qwest, within thirty (30) Days of the delivery of such Resolution Request, then thirty Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold</p>	<p>to dispose of abandoned equipment where, even after providing notice, the CLEC fails to respond and cannot be located. Cumbersome and costly abandonment procedures such as AT&amp;T's are inappropriate where the CLEC has abandoned the collocation site and equipment. Furthermore, because the CLEC has abandoned its equipment, the CLEC or its former owners necessarily believe that the equipment is of little or no value, and the CLEC or its former owners refuse to incur the expense and burden of clearing the site of the equipment or making appropriate arrangements for the equipment's disposal. Under such circumstances, Qwest should not be required to incur the expense and burden of disposing of property or determining "offset" amounts for equipment the CLEC acknowledges it neither wants nor values and will not remove. In Qwest's experience, the equipment CLECs abandon has virtually no market value. Therefore, streamlining the disposal of unwanted equipment more appropriately addresses the circumstances of an abandonment.</p>	<p>reasonable efforts to mitigate such expenses.</p> <p>(i) In the event that Qwest appropriates such equipment or property for its own use or use by others, the value of such equipment or property shall be deemed to fully offset all such expenses.</p> <p>(ii) In the event Qwest sells or otherwise receives value in exchange for such equipment or property, then Qwest shall use such value received to offset all such expenses. If such value is less than the reasonable expenses incurred by Qwest, CLEC shall reimburse Qwest for the difference. If such value is greater than the reasonable expenses incurred by Qwest, Qwest shall refund to CLEC all such excess amounts within thirty (30) Days after receipt by Qwest.</p> <p>Qwest shall provide CLEC with a detailed accounting of all expenses Qwest seeks to recover from CLEC, either directly or via offset as described above. Once CLEC's abandoned equipment or property is removed from the Collocation site, CLEC's abandoned Collocation site shall be treated as a Collocation site that has been decommissioned pursuant to</p>	<p>equipment as Qwest sees fit. AT&amp;T's position is that if this occurs, there should be balance in the way it is handled. If Qwest sells AT&amp;T's equipment and the costs of sale are less than the sale proceeds, Qwest should refund AT&amp;T the difference. In addition, if Qwest appropriates the equipment for its own use or use by others, AT&amp;T's position is that Qwest should seek no expense recovery from AT&amp;T. AT&amp;T's proposed language is intended to reflect that Qwest has a duty to mitigate its damages in these situations. Qwest's proposal does not reflect this.</p>
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	<p>harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section 8.2.1.31. Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22 of this Agreement, shall govern the equipment or property of CLEC and not this Section 8.2.1.31 unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22 of this Agreement.</p>	<p>Importantly, Qwest's proposed language and process provides advance notice to abandoning CLECs and balances Qwest's rights as a "landlord" with the need to make abandoned collocation space available to Qwest and other requesting CLECs that need the space to serve customers. AT&amp;T's proposed language, on the other hand, is unnecessarily burdensome and time consuming, imposes costs on Qwest, and delays making abandoned collocation space available to all carriers. Because central office space is not unlimited, Qwest's proposed language also ensures that collocation space that could be made available is in fact made available more quickly.</p>	<p>Section 8.2.1.22 of this Agreement.</p> <p>Notwithstanding the provisions of this section, the provisions regarding abandoned equipment where CLEC has submitted a Decommissioning Application, are set forth in the Decommissioning section.</p>	
<p>Issues 23-24 RESERVED</p>				
<p>Issue 25 Section 12.2.9.3.6 Comprehensive Production Testing</p>	<p><b>QWEST PROPOSED LANGUAGE</b> Qwest rejects 12.2.9.3.6 and all subsections.</p>	<p>The testing environments Qwest provides to CLECs are sufficient to meet CLEC needs.</p> <p>The FCC has determined that Qwest offers sufficient testing to allow CLECs to test their EDI interfaces with Qwest systems regarding key functionalities,</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> <u>12.2.9.3.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual preordering, ordering,</u></p>	<p>AT&amp;T proposes comprehensive testing language be included in the interconnection agreement with Qwest. This language is identical to the language the parties recently negotiated for the Minnesota interconnection agreement. Comprehensive</p>

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		<p>and to allow real world orders to be tested.</p> <p>The Washington Commission concurred in its assessment of Qwest's testing processes. The Washington Commission did not find that Qwest should be required to include comprehensive production testing language in its SGAT as propounded by AT&amp;T. Therefore, Comprehensive Testing Language is not necessary and should not be included in this Interconnection Agreement.</p>	<p><u>provisioning, billing and maintenance of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.</u></p> <p><u>12.2.9.3.6.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test.</u></p>	<p>production testing is an important testing tool that bridges the gap between an artificial test environment and a production environment involving actual service. Comprehensive production testing avoids the artificial aspects of a test environment (e.g., a test environment that is completely separate from a production environment or test orders sent through the production environment with Qwest expecting and bracing for those orders) and avoids the need to have actual end user customers at risk during production testing. It is important to include specific language on this topic, because AT&amp;T's experience with Qwest in attempting to conduct comprehensive testing has not been good. In Minnesota, AT&amp;T brought a complaint case on this very topic and prevailed (Docket No. P-421/C-01-391). In addition, AT&amp;T recently engaged in such testing in Minnesota and Arizona.</p>
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			<p><u>CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.</u></p> <p><u>12.2.9.3.6.2 Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week thereafter 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</u></p>	
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			<p><u>(45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.</u></p> <p><u>The intervals for comprehensive testing apply to one</u></p>	
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			<p><u>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.</u></p> <p><u>12.2.9.3.6.3 For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such provisioning as called for by this Agreement.</u></p> <p><u>12.2.9.3.6.4 For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE</u></p>	
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			<p><u>Combination, any kind of Unbundled Loop 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.</u></p> <p><u>12.2.9.3.6.5 The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing.</u></p> <p><u>12.2.9.3.6.6 During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine preordering, ordering, provisioning, billing, maintenance and repair of the</u></p>	
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			<p><u>services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.</u></p> <p><u>12.2.9.3.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.</u></p> <p><u>12.2.9.3.6.8 The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity including the Qwest</u></p>	
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			<p><u>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 the 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</u></p>	
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			<p><u>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</u></p>	
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			<u>pay the remaining balance pursuant to the resolution.</u>	
Issue 26  RESERVED				
Issue 27  Section 21.1.1.1.1  CABS Compliant Billing	<b>QWEST PROPOSED LANGUAGE</b> 21.1.1.1.1 Subject to Qwest's Change Management Process (CMP), Qwest will work with CLEC to address the following CABS format billing items: (i) Qwest's failure to process bill data and CSRs on the same date; (ii) Qwest's failure to perform all standard CABS BOS edits on the UNE bills; (iii) to populate activity date with the date of the activity associated with the charges; (iv) to populate the adjustment thru date with the date through which the adjustment applies; (v) to populate adjustment from the date with the date from which the adjustment applies; (vi) to populate an audit number with the reference number provided by AT&T, which a reference number is included in the transaction; (vii) to populate recurring/non-recurring charge indicator with a value of "1" for monthly recurring access charges and a value of "2" for non-recurring charges; (viii) to populate service	AT&T and Qwest have substantially narrowed their differences regarding this issue. Through CMP, Qwest has committed to making all of the changes sought by AT&T and has provided targeted implementation dates for each CR in accordance with the CMP process.  CMP was designed to allow CLECs to learn about and anticipate the impacts a change may have on their operations, and to voice concerns and request changes to mitigate adverse impacts associated with a change. Through CMP, such CLECs can voice their concerns and work toward an equitable solution that better meets the larger community's needs. AT&T actively participated in designing the CMP and accepted it as the mechanism for changing systems that affect multiple	<b>AT&amp;T PROPOSED LANGUAGE</b> <del>21.1.1.1.1 Subject to Qwest's Change Management Process (CMP), Qwest will work with CLEC to address the Differences and deficiencies in CABS billing that are not permitted under this Agreement include, but are not limited to, the following CABS format billing items:</del> (i) Qwest's failure to process bill data and CSRs on the same date; (ii) Qwest's failure to perform all standard CABS BOS edits on the UNE bills; (iii) <u>Qwest failure</u> to populate activity date with the date of the activity associated with the charges; (iv) <u>Qwest's failure</u> to populate the adjustment thru date with the date through which the adjustment applies; (v) <u>Qwest's failure</u> to populate adjustment from the date with the date from which the adjustment applies; (vi) <u>Qwest's failure</u> to populate an audit number with the reference number provided by AT&T, which a reference number is included in	With respect to billing, the Ordering and Billing Forum (OBF) of Alliance for Telecommunications Industry Solutions (ATIS) is the national group that addresses industry billing needs and concerns. Once a matter has been established as a guideline by the OBF, extensive review and industry input has occurred. It is then the responsibility of the OBF membership to implement those guidelines. If any LECs fall out of synchronization with the OBF guidelines, it becomes increasingly difficult to keep up with industry progress.  AT&T's proposed Section 21.1.1.1.1 enumerates the areas where AT&T has experienced the most significant problems with Qwest's CABS billing. Each of these items represent a

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	<p>established dates with the date on which service was established; (ix) to separate taxes and surcharges and populate on the appropriate records per the CABS guidelines; (x) to establish and use more descriptive local use phrase codes for UNE charges and adjustments.</p>	<p>CLECs. The CMP process provides an established forum and existing procedures designed to ensure that the needs of the broader CLEC community are addressed. In fact, the CMP process <i>requires</i> Qwest to implement changes such as those requested by AT&amp;T through the CMP process. It would be inappropriate to impose contractual obligations on Qwest that may be inconsistent with Qwest's obligations to process these issues through CMP.</p> <p>Further, AT&amp;T's position regarding CABS-formatted bills is not consistent with the views of the vast majority of CLECs that do business with Qwest, which do not receive CABS-formatted bills. Therefore, AT&amp;T's contract is not the appropriate forum for resolving these issues. CMP is the appropriate forum because it provides adequate opportunity for other CLECs to participate in the process.</p> <p>Accordingly, these issues are properly addressed in the CMP forum.</p>	<p>the transaction; (vii) <u>Qwest's failure</u> to populate recurring/non-recurring charge indicator with a value of "1" for monthly recurring access charges and a value of "2" for non-recurring charges; (viii) <u>Qwest's failure</u> to populate service established dates with the date on which service was established; (ix) <u>Qwest's failure</u> to separate taxes and surcharges and populate on the appropriate records per the CABS guidelines; (x) <u>Qwest's failure</u> to establish and use more descriptive local use phrase codes for UNE charges and adjustments.</p>	<p>fundamental flaw with Qwest's attempt to render a CABS formatted invoice. Although fundamental to rendering a proper invoice AT&amp;T has been forced to submit each of these items to Qwest as a Change Request (CR) in the Qwest Change Management Process (CMP). While Qwest recently identified dates for the completion of these CRs, the dates are not assured and are too far in the future. While these CRs remain open, it is impossible for AT&amp;T to rely on Qwest's electronic invoice for payment or auditing purposes. Qwest supposedly offers ASCII, EDI or CABS formats. AT&amp;T's payables and receivables processes rely on Industry CABS/BOS Guidelines established by the Ordering and Billing Forum (OBF). CABS guidelines were developed to bring uniformity to access billing in the post divestiture environment. CABS is an industry accepted and industry supported media for billing of access and interconnection charges. Provisions for billing Unbundled Network Elements (UNE) were first included in</p>
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				<p>CABS Version 31 which was implemented 3/1/1999. The CABS guidelines provide a uniform method for billing UNE charges. Compliance with CABS guidelines means AT&amp;T receives the same billing elements, values and record layouts from all bill providers. No special, company-specific programming is needed. ASCII and EDI formats are not supported by OBF and as such are not utilized by AT&amp;T's payables and receivables processes.</p> <p>The problems laid out in Section 21.1.1.1.1 are more fundamental in nature than those one would expect to see on a differences list from a supplier (e.g. Qwest's failure to process bill data and CSRs on the same date; (ii) Qwest's failure to perform all standard CABS BOS edits on the UNE bills; (iii) Qwest's failure to populate the adjustment thru date with the date through which the adjustment applies; (v) Qwest's failure to populate recurring/non-recurring charge indicator with a value of "1" for monthly recurring access charges and a value</p>
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				of'2" for non-recurring charges; (viii) Qwest's failure to populate service established dates with the date on which service was established; etc.).
Issues 28-29  RESERVED				
Issue 30  Sections 21.1.2.3.1 & 21.1.2.3.2  Billing for Traffic without CIC Codes	<b>QWEST PROPOSED LANGUAGE</b> Qwest rejects 21.1.2.3.1 & 21.2.3.2	Qwest follows industry guidelines for the signaling, routing and billing of its traffic. All carriers/providers have access to these guidelines. Qwest, serving as a transit carrier, has no requirement or desire to accept the financial responsibility of other providers. AT&T may use the originating caller NPA/NXX to determine the OCN . AT&T should negotiate terms for signaling, routing, and billing with any originating carrier/provider.  Signaling information that Qwest receives, where Qwest is a transiting carrier, is passed along to networks receiving the traffic. The most accurate way for AT&T to receive the information it is seeking is from the originating carrier of the switch originating the traffic.  Carrier Identification Codes	<b>AT&amp;T PROPOSED LANGUAGE</b> 21.1.2.3.1 <u>If Qwest does not have an OCN identifier for a local exchange carrier (LEC), including incumbent, competitive, or wireless carriers, or a CIC identifier for an IXC for whom Qwest must supply to CLEC Connectivity Billing records or information pursuant to this Section, Qwest agrees that it will assist the LEC or IXC in obtaining the appropriate identifier (i.e., CIC and/or OCN) expeditiously. Until the LEC or IXC has received its own CIC or OCN identifier, Qwest agrees that it will submit its CIC or OCN, as appropriate, to CLEC on those records for billing and payment. Qwest further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</u>  21.1.2.3.2 <u>If CLEC does not have an OCN identifier for a local exchange carrier (LEC), including</u>	AT&T seeks a mutual obligation to provide Operating Company Numbers (OCNs) on local/intraMTA/intraLATA toll calls that are handled within the local exchange carriers' (LEC) networks without IXC involvement and Carrier Identification Codes (CIC) on calls that involve interexchange carriers (IXCs). If either party fails to provide this information within the billing record, the party that has failed to include the CIC or OCN identifier will be responsible to the terminating carrier for intercarrier compensation charges.  The CIC code identifies the interexchange carrier and the OCN identifies the local/intraMTA/intraLATA toll local exchange carrier so that the terminating carrier knows to whom it should bill

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		<p>(CICs) are not required in the signaling, routing or billing of local traffic. CICs are assigned to carriers by North American Numbering Plan Administration (NANPA) for equal access routing. CICs are routing codes used by carriers to route traffic from subscribers' Primary Interexchange Carrier (PIC) to the carrier's network.</p> <p>Operating Company Numbers (OCNs) are not required in the signaling, routing, or billing of local traffic. OCNs are administrative numbers assigned by National Exchange Carrier Association (NECA) and Telcordia Routing Administration. OCNs are a method of identifying numbering resource code holders and related information.</p> <p>AT&amp;T's proposal is not supported by law. Transiting is neither origination nor termination of a call. Since transport of <u>transit</u> traffic between an originating carrier and a terminating carrier is not the provision of local exchange service, it is not subject to Section 251(c) of the Act. Contrary to AT&amp;T's final paragraph, a terminating carrier</p>	<p><u>exchange carrier (LEC), including incumbent, competitive, or wireless carriers, or a CIC identifier for an IXC for whom CLEC must supply to Qwest Connectivity Billing records or information pursuant to this Section, CLEC agrees that it will assist the LEC or IXC in obtaining the appropriate identifier (i.e., CIC and/or OCN) expeditiously. Until the LEC or IXC has received its own CIC or OCN identifier, CLEC agrees that it will submit its CIC or OCN, as appropriate, to Qwest on those records for billing and payment. CLEC further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</u></p>	<p>to whom it should bill terminating charges. When IXC calls come to AT&amp;T through a Qwest tandem, Qwest knows from whom it is receiving the calls and must provide the CIC to AT&amp;T within the billing record or else AT&amp;T will not know the identity of the IXC it should bill. Qwest's failure to provide CICs will result in AT&amp;T's inability to bill access charges to the proper carrier. Since Qwest receives the call in the first place (over a dedicated trunk group with a "hard-coded" CIC), it should be responsible to provide the information to AT&amp;T. If Qwest won't provide this information, then AT&amp;T should be able to charge Qwest for the access revenue AT&amp;T is unable to bill to the appropriate carrier due to Qwest's failure to provide the CIC. Similarly, Qwest should provide AT&amp;T with the OCN on other call types, because Qwest is directly interconnected with the originating carrier and is therefore able to obtain or derive the OCN by virtue of the dedicated connections. Since AT&amp;T generally pays Qwest for billing records that are supposed to include the</p>
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		cannot, by law, charge a transit carrier for call termination.		CIC or OCN, the information should be contained in those records. If not, Qwest should bear responsibility for this omission.
Issues 31-32  RESERVED				
Issue 33  Section 21.2.4  Alternatively Billed Calls	<b>QWEST PROPOSED LANGUAGE</b> For alternately-billed calls Billing to customers served by a CLEC switch, the Parties agree to enter into a separate arrangement concerning the processing, Billing and collection of these calls through CMDS, the intra-region intraLATA equivalent, or some other arrangement, including compensation. Calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent. For alternately-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount. For alternately-billed calls, billing to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents (\$.03) per call.	Qwest's disagreement with AT&T regarding alternatively billed calls is limited to UNEs and Resale. Alternately billed calls for AT&T's UNE and resale customers present a unique situation that arises solely because of the fact that the line is a UNE or resold line.  Currently, for alternatively billed calls for AT&T's UNE-P or resale customers, Qwest passes the call information to AT&T on the Daily Usage File to AT&T to allow AT&T to bill its end-user customer. Qwest then bills AT&T for the call on its interconnection bill. Qwest provides its resale discount where applicable to compensate AT&T with the margin between the resale rate and the retail rate for the call. For calls originated by other companies and passed to	<b>AT&amp;T PROPOSED LANGUAGE</b> 21.2.4 <u>This Agreement does not contain an arrangement by which the parties compensate one another for alternatively billed calls.</u> <del>For alternately-billed calls Billing to customers served by a CLEC switch, To the extent the Parties agree are willing to enter into a separate an arrangement concerning the processing, Billing, and collection of these calls through CMDS, the intra-region IntraLATA equivalent, or some other arrangement, the terms for any arrangement, including compensation arrangements, would be the subject of a separate agreement.</del> <u>Calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent.</u> <del>For alternately-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount.</del>	Qwest seeks to require AT&T as a resale or UNE-P customer to be responsible for alternately billed calls. AT&T does not believe it is appropriate to include this obligation in the interconnection agreement. If the Parties are willing to enter into billing and collection arrangements for handling end user needs, those terms are properly the subject of a separate business agreement between the Parties, which AT&T is prepared to negotiate.

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		<p>Qwest via CMDS, Qwest also passes information regarding those calls on the DUF and agrees to pay AT&amp;T \$.03 per call. If Qwest cannot pass such call information on the DUF, Qwest would be faced with processing the call, attempting to recognize that it billed to a CLEC line, and rejecting the call back to CMDS as unbillable. Qwest would not be compensated for this processing. The originating company would then be left to figure out how to get the call billed or, more likely, forced to write the call off as unbillable. Qwest's proposal is more efficient, more timely, and less costly for all parties.</p> <p>Qwest proposes to continue to pass the usage records for UNE and resale customers to AT&amp;T using the DUF, as it has for more than five years. This proposal is consistent with the agreements AT&amp;T and Qwest have reached in the undisputed portions of the agreement and with generally industry practice. It is consistent with general industry practice for AT&amp;T to bear the risk that its own UNE or resale customers may not pay for the alternatively-billed calls they agreed to pay.</p>	<p><del>For alternatively-billed calls, billing to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents (\$.03) per call.</del></p>	
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		<p>Qwest's proposal does not preclude AT&amp;T from entering into agreements with any other provider, but simply provides for the manner in which alternatively-billed calls for AT&amp;T's UNE or resale customers will be handled if no such agreement exists.</p>		
<p>Issue 34 Section 21.8</p>	<p><b>QWEST PROPOSED LANGUAGE</b> 21.8 Qwest does not require CLEC to offer Qwest as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where Qwest is the selected LPIC to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount.</p>	<p>Qwest does not require AT&amp;T to offer Qwest as an LPIC choice to its new local retail subscriber. If AT&amp;T elects to offer Qwest as an LPIC, then Qwest will bill AT&amp;T for its intraLATA toll at the retail rate and apply the wholesale discount. The discount compensates AT&amp;T for billing and collection at a substantially higher rate than most billing and collection agreements allow. The industry has not offered a solution to UNE-P in this scenario. Resale has never billed its intraLATA Qwest toll any differently.</p> <p>When Qwest's interexchange affiliate is AT&amp;T's subscriber's choice for PIC and LPIC, this arrangement is not an issue.</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> 21.8 <del>Qwest does not require CLEC to offer Qwest as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where Qwest is the selected LPIC to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount.</del> <u>If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, 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. In addition, CLEC shall have no obligation to bill CLEC local service End User Customer's for toll service provided by Qwest.</u></p>	<p>Qwest may be the toll provider of end users who have AT&amp;T as their local provider. In those instances Qwest intends to bill AT&amp;T for all toll calls made by that end user and then for AT&amp;T to go to these end user customer and collect the charges Qwest assessed.</p> <p>Qwest's desire to bill AT&amp;T for these calls is an unreasonable. In these cases, AT&amp;T will not have a contractual relationship with these end users for toll services. As a result, AT&amp;T will have no right under any legal authority to send these customers bills for toll services provided by Qwest. If these end users decide not to pay AT&amp;T for the toll services they received from Qwest, AT&amp;T will have no</p>

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				<p>legal recourse against these customers. Qwest seeks to force the risk of collection onto AT&amp;T. Qwest does not have this right and the Commission should reject this proposal. If Qwest is providing toll service, it needs to establish its own direct relationship with its toll customers, including a billing relationship. AT&amp;T should not be in the middle.</p>
<p>Issue 35 Sections 22.1, 22.4 &amp; 22.5  Pricing</p>	<p><b>QWEST PROPOSED LANGUAGE</b> <b>22.1 General Principle</b> 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.</p>	<p><b>22.1 General Principle</b> AT&amp;T's language is overbroad and lacks necessary specificity around services it would be providing to Qwest. It seeks to insert vague pricing language (AT&amp;T will charge rates equivalent to Qwest's "unless higher rates are justified by CLEC's higher costs" and "it shall not be necessary that the pricing structures be identical") without specifying any products or services and the terms and conditions associated with these services. To the extent AT&amp;T plans to provide services to Qwest, the parties should negotiate details of each service, the terms and conditions under which it will be offered and specific pricing, just</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> <b>22.1 General Principle</b> <u>In the event that one Party charges the other for a service provided under this Agreement, the other Party may also charge for that service or functionality. The rates CLEC charges for Interconnection services will be equivalent to Qwest's rates for comparable Interconnection services when CLEC reciprocally provides such a service or functionality, unless higher rates are justified by CLEC's higher costs for providing the service. In order for an amount charged by one Party to be "equivalent to" an amount charged by the other Party, it shall not be necessary that the pricing structures be identical. Rates, terms and conditions for all other services provide by CLEC are set forth in the applicable CLEC tariff.</u></p>	<p>AT&amp;T seeks pricing language that makes several things clear, including its right to bill Qwest for services AT&amp;T provides to Qwest. This has been an area of dispute under current interconnection agreements. To the extent AT&amp;T provides services to Qwest, other than reciprocally charged interconnection services, AT&amp;T expects to be able to apply its tariffed rates, because the rates in the interconnection agreement are not AT&amp;T's rates. They are Qwest's rates.</p> <p>With interim rates and ICB pricing, the principle AT&amp;T proposes is one that allows the parties to function under the contract even if a rate has not been approved in a</p>

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	<p><b>22.4 Interim Rates</b> 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 and require Commission approval shall be considered interim and subject to the following provisions.</p> <p>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 until changed by agreement of the Parties or by order of the Commission.</p> <p>22.4.1.2 If the Interim Rates are changed by the Commission, the Parties shall incorporate the</p>	<p>as has been done in the agreement with regard to the services that Qwest will be providing AT&amp;T.</p> <p><b>22.4 Interim Rates</b></p> <p>In section 22.4.1.2, AT&amp;T proposes language that seeks to countermand a commission order. Specifically AT&amp;T proposes language that says rates will become effective on the date of the order or when the commission orders the rates to become effective "<i>whichever is earlier</i>" thus attempting to insert language that would direct Qwest to ignore a Commission ordered date. AT&amp;T also again seeks to require formal amendments for updating schedule A. Qwest's language in section 2.2 makes clear that AT&amp;T can request such amendments and Qwest will go through the formal amendment process, but they should not be made mandatory in the agreement for every minor change the Commission may order. Particularly since numerous other CLECs have opted into the AT&amp;T agreement in the past and have not indicated a wish to go through a</p>	<p><u>as it may be modified from time to time.</u> <del>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.</del></p> <p><b>22.4 Interim Rates</b> 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 <del>and require Commission approval</del> shall be considered interim and subject to the following provisions.</p> <p>22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case <del>and require Commission approval</del> shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the Parties or by order of the Commission.</p> <p>22.4.1.2 If the Interim Rates are <u>reviewed and</u> changed by the Commission, the Parties</p>	<p>Commission cost docket. These rates would be applied on an interim basis. Once the Commission orders rates through a cost-docket, those rates that had been interim will be trued up. Qwest opposes the notion of true-up.</p>
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	<p>rates established by the Commission into this Agreement. Such Commission ordered rates shall be effective as of the date designated by the Commission's in its order. 22.4.1.3 Qwest rejects.</p> <p><b>22.5 ICB Pricing</b> 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 or prepare a written substantiation of the need for ICB pricing and file such cost-based rate or written substantiation for review by the Commission within sixty (60) Days of receiving the request from the CLEC. If Qwest develops a cost-based rate after receiving a request for a product or service identified in Exhibit A as ICB, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate.</p>	<p>formal process for routine updates. Qwest objects to AT&amp;T's language giving AT&amp;T the right to open cost dockets on Qwest products. The filing of cost dockets involves complex studies, and is often timed to include the most number of products as possible in one cost hearing, thus eliminating a string of successive cost docket hearings. The Commission and Qwest should determine when a cost study should be filed and one CLEC out of the hundreds who purchase services should not be granted control over Qwest management of this process.</p> <p><b>22.5 ICB Pricing</b> AT&amp;T's language eliminates all ICB pricing. ICB prices are still necessary in certain instances where the requirements of a particular service offering may vary widely from application to application. In those instances, use of a one-price-fits-all approach is unrealistic. Therefore, Qwest should have the opportunity to justify the need for ICB pricing.</p>	<p>shall incorporate the rates established by the Commission into this Agreement <u>by amendment</u>. Such Commission-approved rates shall be effective as of the date designated by the Commission in its order <u>or the date the Commission's order establishing such rates becomes legally binding, whichever is earlier</u>. <u>In addition, there will be a true-up for such Interim Rates back to the first date on which each such Interim Rate was first charged pursuant to this Agreement.</u></p> <p><u>22.4.1.3 Either Party is free at any time to initiate a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.</u></p> <p><b>22.5 ICB Pricing</b> 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 <del>or prepare a written substantiation of the need for ICB pricing and file such cost-based rate or written substantiation for review by it with</del> the Commission for review within <del>sixty (60) days of receiving the request from the offering the rate to CLEC</del>. <del>If Qwest develops a cost-based rate after</del></p>	
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	<p>In this circumstance, the Qwest proposed rate shall be an Interim Rate under this Agreement. If the Commission determines that ICB pricing is appropriate for a product or service, that determination shall apply to all subsequent requests for the product or service.</p>		<p><del>receiving a request for a product or service identified in Exhibit A as ICB, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In this circumstance, the Qwest proposed rate shall be an Interim Rate under this Agreement, subject to true-up as set forth in Section 22.4.1.2. If the Commission determines that ICB pricing is appropriate for a product or service, that determination shall apply to all subsequent requests for the product or service.</del></p>	
<p>Issue 36 Exhibit A Pricing</p>	<p><b>QWEST PROPOSED LANGUAGE</b>  Please see Attachment A to the Proposed Interconnection Agreement.</p>	<p>Qwest agrees with AT&amp;T that the parties have not sufficiently reviewed this Exhibit A nor negotiated potential agreement concerning it. Accordingly, like AT&amp;T, Qwest reserves its position concerning this Exhibit A. Qwest will pursue negotiation with AT&amp;T on Exhibit A with the objective of reaching a mutually satisfactory resolution of any potential disputed issues.</p>	<p><b>AT&amp;T PROPOSED LANGUAGE</b> AT&amp;T provided Qwest with comments on Qwest's pricing proposal on July 30, 2003. Qwest responded on August 7, 2003, as AT&amp;T was preparing all documents for filing with the Commission with AT&amp;T's petition. AT&amp;T has not had sufficient time to review the revised Exhibit A. AT&amp;T will carefully review this revised Exhibit A to determine whether any issues remain with this document. AT&amp;T reserves the right to identify any</p>	

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			disputes that may exist in this revised Exhibit A.	
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