Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
INTERVAL			
CHANGES			
AND			
PLACE-			
MENT			
Issue 1-1	PROPOSAL #1	SAME FOR BOTH	
		PROPOSALS:	
Section 1.7.2	1.7.2 If the Commission orders, or		
and Exhibits	Qwest chooses to offer and CLEC	<u>1.7.2 Notwithstanding any other</u>	
N and O	desires to accept intervals longer	provision in this Agreement, the	
<i>See</i> (a) to (e)	than those set forth in this	attached Exhibit C will be modified	
below for	Agreement, including Exhibit C, the	pursuant to the Change	
related issues	Parties shall amend this Agreement	Management Process ("CMP")	
in 7.4.7,	under one (1) of the two (2) options	without requiring the execution of	
Exhibits C	set forth in Section 1.7.1 (an	an amendment.	
and I and	interval Advice Adoption Letter or		
9.23.9.4.3/	interval interim Advice Adoption		
24.4.4.3 (first	Letter terminating with approval of		
sentence)	negotiated Amendment) pertaining		
	to the new interval (rather than new		
Interval	product) (or as otherwise ordered		
Changes	by the Commission). The forms of		

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

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

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

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	such letters are attached hereto as		
(1 of 2	Exhibits N -O).		
options for			
1.7.2)	1.7.2.1 Notwithstanding any other		
	provision in this Agreement, the		
	intervals in Exhibit C may be		
	shortened pursuant to the Change		
	Management Process (CMP)		
	without requiring the execution or		
	filing of any amendment to this		
	Agreement.		
Issue 1-1	PROPOSAL #2	SAME FOR BOTH	
		PROPOSALS:	
Section 1.7.2	<u>1.7.2 If the Commission orders, or</u>		
(2, 62,	Qwest chooses to offer and CLEC	<u>1.7.2 Notwithstanding any other</u>	
(2 of 2	desires to accept intervals different	provision in this Agreement, the	
options)	from those set forth in this	attached Exhibit C will be modified	
	Agreement, including Exhibit C, the Parties shall amend this Agreement	<u>pursuant to the Change</u> Management Process ("CMP")	
	under one (1) of the two (2) options	without requiring the execution of	
	set forth in Section 1.7.1 (an	an amendment.	
	interval Advice Adoption Letter or	<u>an amendment.</u>	
	interval interim Advice Adoption		
	Letter terminating with approval of		
	negotiated Amendment) pertaining		
	to the new interval (rather than new		
	product) (or as otherwise ordered		
	by the Commission). The forms of		
	such letters are attached hereto as		
	<u>Exhibits N -O).</u>		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 1-1 (a)	7.4.7 Intervals for the provision of	7.4.7 Intervals for the provision of	
	Interconnection trunks will conform	Interconnection trunks will conform	
Section 7.4.7	to the performance objectives set	to the performance objectives set	
	forth in Section 20. Intervals are set	forth in Section 20. Intervals are set	
Intervals for	forth in Exhibit C. Any changes to	forth in Exhibit C. Any changes to	
the provision	the Interconnection trunk intervals	the Interconnection trunk intervals	
of	will be made as described in	will be made_as described in	
Interconnec-	Section 1.7.2 through the Change	Section 1.7.2 through the Change	
tion trunks	Management Process (CMP)	Management Process (CMP)	
	applicable to the PCAT, pursuant to	applicable to the PCAT, pursuant to	
	the procedures set forth in Exhibit	the procedures set forth in Exhibit	
	G. Operational processes within	<u>G.</u> Operational processes within	
	Qwest work centers are discussed	Qwest work centers are discussed	
	as part of the CMP. Qwest agrees	as part of the CMP. Qwest agrees	
	that CLEC shall not be held to the	that CLEC shall not be held to the	
	requirements of the PCAT.	requirements of the PCAT.	
Issue 1-1 (b)	Rearrangements	Rearrangements	
	Eschelon proposes deletion of	Qwest proposed footnote in Exhibit	
Exhibit C	Qwest proposed footnote in Exhibit	C: For UDIT rearrangements see	
	C: For UDIT rearrangements see	Qwest's wholesale website for the	
Group 2.0	Qwest's wholesale website for the	Service Interval guide	
	Service Interval guide		
UDIT			
Rearrange-	(NOTE –See Exhibit C for		
ments	intervals)		
Issue 1-1 (c)	NOTE: Eschelon proposes to	NOTE: Qwest proposes deletion of	
	include the LIS Trunking intervals	entire Section 9.0 of Exhibit C (LIS	
Exhibit C	in Exhibit C – see Exhibit C	Trunking Service Intervals) – see	
		Exhibit C	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Group 9.0			
(LIS			
Trunking)			
Issue 1-1 (d)	3.1.1 For the following products	<u>3.2</u> For ICB intervals for those	
	and services, for which the interval	standard products and services that	
Exhibit I,	is ICB, Qwest shall provide the ICB	require negotiated project time lines	
Section 3	due date interval to CLEC as	for installation, such as 2/4 wire	
	<u>follows:</u>	analog loop for more than twenty-	
ICB		five (25) loops, Qwest shall make	
Provisioning	3.1.1.1 No later than seventy-two	every attempt to provide an FOC to	
Intervals	(72) hours after the application date	<u>CLEC pursuant to the guidelines</u>	
	<u>for:</u>	contained in the Service Interval	
	<u>a) 25 or more 2/4 wire</u>	Guide.	
	analog loops;		
	b) 25 or more 2-wire non-		
	loaded loops;		
	c) 25 or more 4-wire non-		
	loaded loops;		
	d) 25 or more xDSL-I		
	capable loops;		
	e) 9 or more conditioned		
	loops for 2/4 wire non-		
	loaded, ADSL compatible,		
	xDSL-I, ISDN; and		
	<u>f) 25 or more lines Quick</u> Loop and Quick Loop with LNP.		
	Loop and Quick Loop with LNP.		
	3.1.1.2 No later than one-hundred		
	and ninety two (192) hours after the		
	application date for:		
	a) 25 or more DS0 UDITs;		

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	b) 25 or more DS0 <u>EEL/Loop Mux;</u> c) 4 or more DS3 UDITs; <u>and</u> d) 4 or more DS3 <u>EEL/Loop Mux</u>		
Issue 1.1 (e) Section	9.23.9.4.3 [24.4.4.3] <u>Standard</u> <u>sS</u> ervice intervals for LMC(<u>s)</u> <u>Loops</u> are <u>set forth in Exhibit C</u> -in	9.23.9.4.3 [24.4.4.3] <u>Standard</u> <u>Ss</u> ervice intervals for LMC(s) <u>Loops</u> are set forth in Exhibit C in	
9.23.9.4.3	the Service Interval Guide (SIG)	the Service Interval Guide (SIG)	
(First	available at	available at	
Sentence	www.qwest.com/wholesale	www.qwest.com/wholesale	
only)			
Intervals for			
Loop Mux			
Combinations			
(LMC)			
Section 1.7.3			
and subparts			
See Issue			
9-50 below			
Issue 1-2			
Intentionally			
Left Blank			
RATE			
APPLI-			
CATION Issue 2-3	PROPOSAL #1:	2.2 – Disputed portion (Issue 1):	
Issue 2-3	riturusal #1:	$\underline{2.2 - Disputed portion (Issue 1)}.$	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
		Rates in Exhibit A include legally	
Section 2.2^4	<u>2.2 – Disputed portion (Issue 1):</u>	binding decisions of the	
	The rates in Exhibit A and when	Commission and shall be applied on	
Application	they apply are addressed in Section	a prospective basis from the	
of Rates in	<u>22.</u>	effective date of the legally binding	
Exhibit A		Commission decision, unless	
		otherwise ordered by the	
(1 of 2 issues		Commission.	
in 2.2)			
	2.2 Entire Provision:	2.2 Entire Provision:	
(1 of 2			
options)	2.2 The provisions in this	2.2 The provisions in this	
	Agreement are intended to be in	Agreement are intended to be in	
	compliance with and based on the	compliance with and based on the	
	existing state of the law, rules,	existing state of the law, rules,	
	regulations and interpretations	regulations and interpretations	
	thereof, including but not limited to	thereof, including but not limited to	
	state rules, regulations, and laws, as	state rules, regulations, and laws, as	
	of March 11, 2005 (the Existing	of March 11, 2005 (the Existing	
	Rules). Nothing in this Agreement	Rules). Nothing in this Agreement	
	shall be deemed an admission by	shall be deemed an admission by	
	Qwest or CLEC concerning the	Qwest or CLEC concerning the	
	interpretation or effect of the	interpretation or effect of the	
	Existing Rules or an admission by	Existing Rules or an admission by	
	Qwest or CLEC that the Existing	Qwest or CLEC that the Existing	
	Rules should not be changed,	Rules should not be changed,	
	vacated, dismissed, stayed or	vacated, dismissed, stayed or	

⁴ Section 2.2 contains two disputed issues (Application of Rates in Exhibit A; and Effective Date of Legally Binding Changes). The full language of Section 2.2 is provided in this matrix for only the first of these two issues. The second issue is addressed separately below, but only the disputed portion of Section 2.2 (an excerpt, instead of repeating the whole provision again) is shown in the Proposed Language columns. This format will likewise be used elsewhere in the matrix, where there is more than one disputed issue in a particular section.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	modified. Nothing in this	modified. Nothing in this	
	Agreement shall preclude or estop	Agreement shall preclude or estop	
	Qwest or CLEC from taking any	Qwest or CLEC from taking any	
	position in any forum concerning	position in any forum concerning	
	the proper interpretation or effect of	the proper interpretation or effect of	
	the Existing Rules or concerning	the Existing Rules or concerning	
	whether the Existing Rules should	whether the Existing Rules should	
	be changed, vacated, dismissed,	be changed, vacated, dismissed,	
	stayed or modified. To the extent	stayed or modified. To the extent	
	that the Existing Rules are vacated,	that the Existing Rules are vacated,	
	dismissed, stayed or materially	dismissed, stayed or materially	
	changed or modified, then this	changed or modified, then this	
	Agreement shall be amended to	Agreement shall be amended to	
	reflect such legally binding	reflect such legally binding	
	modification or change of the	modification or change of the	
	Existing Rules. Where the Parties	Existing Rules. Where the Parties	
	fail to agree upon such an	fail to agree upon such an	
	amendment within sixty (60) Days	amendment within sixty (60) Days	
	after notification from a Party	after notification from a Party	
	seeking amendment due to a	seeking amendment due to a	
	modification or change of the	modification or change of the	
	Existing Rules or if any time during	Existing Rules or if any time during	
	such sixty (60) Day period the	such sixty (60) Day period the	
	Parties shall have ceased to	Parties shall have ceased to	
	negotiate such new terms for a	negotiate such new terms for a	
	continuous period of fifteen (15)	continuous period of fifteen (15)	
	Days, it shall be resolved in	Days, it shall be resolved in	
	accordance with the Dispute	accordance with the Dispute	
	resolution provision of this	resolution provision of this	
	Agreement. It is expressly	Agreement. It is expressly	
	understood that this Agreement will	understood that this Agreement will	
	be amended as set forth in this	be amended as set forth in this	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Section 2.2, to reflect the outcome	Section 2.2, to reflect the outcome	
	of generic proceedings by the	of generic proceedings by the	
	Commission for pricing, service	Commission for pricing, service	
	standards, or other matters covered	standards, or other matters covered	
	by this Agreement, except where	by this Agreement, except where	
	CLEC notifies Qwest in writing that	CLEC notifies Qwest in writing that	
	an amendment is not required. The	an amendment is not required. The	
	rates in Exhibit A and when they	rates in Exhibit A and when they	
	apply are addressed in Section 22.	apply are addressed in Section 22.	
	Rates in Exhibit A include legally	Rates in Exhibit A will reflect	
	binding decisions of the	include legally binding decisions of	
	Commission and shall be applied on	the Commission and shall be	
	a prospective basis from the	applied on a prospective basis from	
	effective date of the legally binding	the effective date of the legally	
	Commission decision, unless	binding Commission decision,	
	otherwise ordered by the	unless otherwise ordered by the	
	Commission. When a regulatory	Commission. When a regulatory	
	body or court issues an order	body or court issues an order	
	causing a change in law and that	causing a change in law and that	
	order does not include a specific	order does not include a specific	
	implementation date, a Party may	implementation date, a Party may	
	provide notice to the other Party	provide notice to the other Party	
	within thirty (30) Days of the	within thirty (30) Days of the	
	effective date of that order and any	effective date of that order and any	
	resulting a <u>A</u> ny amendment shall be	resulting <u>aAny</u> amendment shall be	
	deemed effective on the effective	deemed effective on the effective	
	date of the legally binding change	date of the legally binding change	
	or modification of the Existing	or modification of the Existing	
	Rules for rates, and to the extent	Rules for rates, and to the extent	
	practicable for other terms and	practicable for other terms and	
	conditions, unless otherwise	conditions, unless otherwise	
	ordered In the event neither Party	ordered. In the event neither Party	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³ provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been	QWEST PROPOSED LANGUAGEprovides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been	
	that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.	that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.	
Issue 2-3 Section 2.2^5 and Section 22.4.1.2	PROPOSAL #2 Each Party has an obligation to ensure that the Agreement is amended accordingly. Where the	Each Party has an obligation to ensure that the Agreement is amended accordingly. Where the Parties fail to agree upon such an	

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Parties fail to agree upon such an	amendment within sixty (60) Days	
Application	amendment within sixty (60) Days	after notification from a Party	
of Rates in	after notification from a Party	seeking amendment due to a	
Exhibit A	seeking amendment due to a	modification or change of the	
	modification or change of the	Existing Rules or if any time during	
(1 of 2 issues	Existing Rules or if any time during	such sixty (60) Day period the	
in 2.2)	such sixty (60) Day period the	Parties shall have ceased to	
	Parties shall have ceased to	negotiate such new terms for a	
(2 of 2	negotiate such new terms for a	continuous period of fifteen (15)	
Options)	continuous period of fifteen (15)	Days, it shall be resolved in	
	Days, it shall be resolved in	accordance with the Dispute	
	accordance with the Dispute	resolution provision of this	
	resolution provision of this	Agreement	
	Agreement		
		The rates in Exhibit A and when	
	<u>The rates in Exhibit A and when</u>	they apply are further addressed in	
	they apply are further addressed in	Section 22. Generally, with respect	
	Section 22. Generally, with respect	to rates, this Section 2.2 addresses	
	to rates, this Section 2.2 addresses	changes to rates that have been	
	changes to rates that have been	previously approved by the	
	previously approved by the	Commission, and Section 22	
	Commission, and Section 22	(Pricing) also addresses rates that	
	(Pricing) also addresses rates that	have not been previously approved	
	have not been previously approved	by the Commission (Unapproved	
	by the Commission (Unapproved	Rates). Rates in Exhibit A will	
	<u>Rates</u>). Rates in Exhibit A <u>will</u>	reflect include legally binding	
	reflect include legally binding	decisions of the Commission	
	decisions of the Commission .		

⁶ As an alternative to placing this language in Section 22.4.1.2, Eschelon also is willing to add the above quoted language at the end of Section 22.4.1.1 (Arizona, Oregon, Utah, Washington state-specific).

LANGUAGE ³ If the Interim reviewed and changed by	LANGUAGE 22.4.1.2 If the Interim Rates are reviewed and changed by
reviewed and changed by	
t pursuant to Section 2.2 reement. Such on-approved rates shall e as of the date required y binding order of the on. Each Party reserves with respect to whether tes are subject to true-up. rr, the Commission issues ith respect to rates that is ne issue of a true-up, the be implemented and a prospective basis from we date of the legally commission decision as in Section 2.2. Rates in include legally binding of the Commission and plied on a prospective the effective date of the ding Commission mless otherwise ordered	the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each Party reserves its rights with respect to whether Interim Rates are subject to true up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.
	e the rates established by ission into this t pursuant to Section 2.2 reement. Such on-approved rates shall e as of the date required y binding order of the on. Each Party reserves with respect to whether thes are subject to true-up. er, the Commission issues ith respect to rates that is ne issue of a true-up, the be implemented and a prospective basis from we date of the legally pommission decision as in Section 2.2. Rates in include legally binding of the Commission mless otherwise ordered nmission. ⁶

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
EFFECTIVE			
DATE OF			
LEGALLY			
BINDING			
CHANGES			
Issue 2-4	PROPOSAL #1:	<u>When a regulatory body or</u>	
		<u>court issues an order causing a</u>	
Section 2.2	· When a regulatory body or	change in law and that order does	
	court issues an order causing a	not include a specific	
Effective	change in law and that order does	implementation date, a Party may	
Date of	not include a specific	provide notice to the other Party	
Legally	implementation date, a Party may	within thirty (30) Days of the	
Binding	provide notice to the other Party	effective date of that order and any	
Changes	within thirty (30) Days of the	<u>resulting any</u> amendment shall be	
	effective date of that order and any	deemed effective on the effective	
(2 of 2 issues	resulting <u>a</u> Any amendment shall	date of the legally binding change	
in Section	be deemed effective on the effective	or modification of the Existing	
2.2)	date of the legally binding change	Rules for rates, and to the extent	
	or modification of the Existing	practicable for other terms and	
(1 of 2	Rules for rates, and to the extent	conditions, unless otherwise	
Options)	practicable for other terms and	ordered. In the event neither Party	
	conditions, unless otherwise	provides notice within thirty (30)	
	ordered. In the event neither Party	Days, the effective date of the	
	provides notice within thirty (30)	legally binding change shall be the	
	Days, the effective date of the	effective date of the amendment	
	legally binding change shall be the	unless the Parties agree to a	
	effective date of the amendment	different date.	
	unless the Parties agree to a		
	different date.		
Issue 2-4	PROPOSAL #2:	PROPOSAL #2:	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section 2.2	Each Party has an obligation to	Each Party has an obligation to	
	ensure that the Agreement is	ensure that the Agreement is	
Effective	amended accordingly. Where the	amended accordingly. Where the	
Date of	Parties fail to agree upon such an	Parties fail to agree upon such an	
Legally	amendment within sixty (60) Days	amendment within sixty (60) Days	
Binding	after notification from a Party	after notification from a Party	
Changes	seeking amendment due to a	seeking amendment due to a	
	modification or change of the	modification or change of the	
(2 of 2 issues	Existing Rules or if any time during	Existing Rules or if any time during	
in Section	such sixty (60) Day period the	such sixty (60) Day period the	
2.2)	Parties shall have ceased to	Parties shall have ceased to	
	negotiate such new terms for a	negotiate such new terms for a	
(2 of 2	continuous period of fifteen (15)	continuous period of fifteen (15)	
Options)	Days, it shall be resolved in	Days, it shall be resolved in	
	accordance with the Dispute	accordance with the Dispute	
	resolution provision of this	resolution provision of this	
	Agreement	Agreement	
	- Each Party reserves its rights	Each Party reserves its rights with	
	with respect to the effective date of	respect to the effective date of a	
	<u>a legally binding modification or</u>	legally binding modification or	
	change of the Existing Rules and, if	change of the Existing Rules and, if	
	different, other dates for	different, other dates for	
	implementation or application of an	implementation or application of an	
	order, if any. If a Party desires a	order, if any. If a Party desires a	
	particular deadline or time period	particular deadline or time period	
	for application or implementation of	for application or implementation of	
	any aspect of a proposed order, the	any aspect of a proposed order, the	
	Party may request under the	Party may request under the	
	Commission's regularly established	Commission's regularly established	
	rules that the Commission establish	rules that the Commission establish	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	a specific implementation date, stay	a specific implementation date, stay	
	the order, or provide other such	the order, or provide other such	
	relief as applicable. If, however,	relief as applicable. If, however,	
	the Commission enters an order that	the Commission enters an order that	
	is silent on the issue, the orderand	is silent on the issue, the order shall	
	shall be implemented and applied	be implemented and applied on a	
	on a prospective basis from the date	prospective basis from the date that	
	that the order is effective either by	the order is effective either by	
	operation of law or as otherwise	operation of law or as otherwise	
	stated in the order (such as	stated in the order (such as	
	"effective immediately" or a	"effective immediately" or a	
	specific date), unless subsequently	specific date), unless subsequently	
	otherwise ordered by the	otherwise ordered by the	
	Commission or, if allowed by the	Commission or, if allowed by the	
	order, agreed upon by the Parties.	order, agreed upon by the Parties.	
	When a regulatory body or court	When a regulatory body or court	
	issues an order causing a change in	issues an order causing a change in	
	law and that order does not include	law and that order does not include	
	a specific implementation date, a	a specific implementation date, a	
	Party may provide notice to the	Party may provide notice to the	
	other Party within thirty (30) Days	other Party within thirty (30) Days	
	of the effective date of that order	of the effective date of that order	
	and any resulting While any	and any resulting While any	
	negotiation or Dispute resolution	negotiation or Dispute resolution	
	is	is	
Section 4			
Definition of			
"Commission			
Approved			
Wire Center			
List"			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
See Issue 9-			
37 below			
Section 4			
Definition of			
"Wire Center			
Docket"			
See Issue 9-			
37 below			
DESIGN			
CHANGES			
Issue 4-5	9.2.3.8 Design Change rates for	9.2.3.8 Design Change rates for	
	Unbundled Loops (unless the	Unbundled Loops (unless the need	
Section	need for such change is caused	for such change is caused by Qwest,	
9.2.3.8	by Qwest, in which case this rate	in which case this rate does not	
	<u>does not apply.)</u>	apply.)	
See (a) to (c)			
below for			
related			
sections:			
9.2.3.9			
and Exhibit A at			
9.20.13			
9.20.15			
"Design			
Change"			
Change			
Issue 4-5 (a)	9.2.3.9 <u>CFA Change – 2/4 Wire</u>	9.2.3.9 Rates for CFA changes are	
	Loop Cutovers. Connecting	set forth in Exhibit A (unless the	
9.2.3.9	Facility Assignment (CFA) changes	need for such change is caused by	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
CFA Change	for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.	Qwest, in which case this rate does not apply).	
Issue 4-5 (b) Intentionally Left Blank			
Issue 4-5 (c) Exhibit A	9.20.13 Design Change (<u>Transport</u>) 9.20.13.1.1 Manual <u>\$53.65</u>	9.20.13 Design Change (Transport) 9.20.13.1.1 Manual \$53.65 E	
Section	E	E	
9.20.13	9.29.13.1.2 Mechanized <u>\$50.45</u> <u>E</u>	9.29.13.1.2 Mechanized \$50.45 E	
Design Change			
Charge	<u>9.20.13.2 Loop \$30.00</u> <u>1</u>	9.20.13.2 Loop \$30.00 1	
	_9.20 13.3 CFA \$ 5.00 1	9.20 13.3 CFA \$ 5.00 1	
DISCONTIN- UATION OF ORDER PROCESS-			
ING			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issue 5-6	PROPOSAL #1:	SAME FOR BOTH
	5.4.2 With the Commission's	PROPOSALS :
Section 5.4.2	approval, Oone Party may	5.4.2 With the Commission's
	discontinue processing orders for	approval, o <u>O</u> ne Party may
Discontinua-	relevant services for the failure of	discontinue processing orders for
tion of Order	the other Party to make full	relevant services for the failure of
Processing	payment, less any disputed amount	the other Party to make full
_	as provided for in Section 21.8 of	payment, less any disputed amount
(1 of 2	this Agreement, for the relevant	as provided for in Section 21.8 of
options)	services provided under this	this Agreement, for the relevant
	Agreement within thirty (30) Days	services provided under this
	following the Payment Due Date.	Agreement within thirty (30) Days
	The Billing Party will notify the	following the Payment Due Date.
	other Party in writing and the	The Billing Party will notify the
	Commission on a confidential basis	other Party in writing and the
	at least ten (10) business days prior	Commission on a confidential basis
	to discontinuing the processing of	at least ten (10) business days prior
	orders for the relevant services. If	to discontinuing the processing of
	the Billing Party does not refuse to	orders for the relevant services. If
	accept additional orders for the	the Billing Party does not refuse to
	relevant services on the date	accept additional orders for the
	specified in the ten (10) business	relevant services on the date
	days notice, and the other Party's	specified in the ten (10) business
	non-compliance continues, nothing	days notice, and the other Party's
	contained herein shall preclude the	non-compliance continues, nothing
	Billing Party's right to refuse to	contained herein shall preclude the
	accept additional orders for the	Billing Party's right to refuse to
	relevant services from the non-	accept additional orders for the
	complying Party without further	relevant services from the non-
	notice. Additionally, the Billing	complying Party without further
	Party may require a deposit (or	notice. Additionally, the Billing
	additional deposit) from the billed	Party may require a deposit (or

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
	Party, pursuant to Section 5.4.5.	additional deposit) from the billed
	The Billing Party shall resume	Party, pursuant to Section 5.4.5.
	order processing without	The Billing Party shall resume
	unreasonable delay upon receipt of	order processing without
	full payment of all charges, and	unreasonable delay upon receipt of
	payment of a deposit, if any, for the	full payment of all charges, and
	relevant services not disputed in	payment of a deposit, if any, for the
	good faith under this Agreement.	relevant services not disputed in
	Both Parties agree, however, that	good faith under this Agreement.
	the application of this provision will	Both Parties agree, however, that
	be suspended for the initial three (3)	the application of this provision will
	Billing cycles of this Agreement	be suspended for the initial three (3)
	and will not apply to amounts billed	Billing cycles of this Agreement
	during those three (3) cycles. In	and will not apply to amounts billed
	addition to other remedies that may	during those three (3) cycles. In
	be available at law or equity, the	addition to other remedies that may
	billed Party reserves the right to	be available at law or equity, the
	seek equitable relief, including	billed Party reserves the right to
	injunctive relief and specific	seek equitable relief, including
	performance.	injunctive relief and specific
		performance.
Issue 5-6	PROPOSAL #2:	SAME FOR BOTH
15540 2 0	5.4.2 One Party may discontinue	PROPOSALS:
Section 5.4.2	processing orders for relevant	5.4.2 One Party may discontinue
	services for the failure of the other	processing orders for relevant
Discontinua-	Party to make full payment, less	services for the failure of the other
tion of Order	any disputed amount as provided	Party to make full payment, less
Processing	for in Section 21.8 of this	any disputed amount as provided
	Agreement, for the relevant services	for in Section 21.8 of this
(2 of 2	provided under this Agreement	Agreement, for the relevant services

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
options)	within thirty (30) Days following	provided under this Agreement
1 /	the Payment Due Date If the	within thirty (30) Days following
	billed Party asks the Commission to	the Payment Due Date
	prevent discontinuance of order	billed Party asks the Commission to
	processing and/or rejection of	prevent discontinuance of order
	orders (e.g., because delay in	processing and/or rejection of
	submitting dispute or making	orders (e.g., because delay in
	payment was reasonably justified	submitting dispute or making
	due to inaccurate or incomplete	payment was reasonably justified
	Billing), the Billing Party will	due to inaccurate or incomplete
	continue order processing while the	Billing), the Billing Party will
	proceedings are pending, unless the	continue order processing while the
	Commission orders otherwise	proceedings are pending, unless the
		Commission orders otherwise
Issue 5-7	5.4.3 <u>With the Commission's</u>	5.4.3 With the Commission's
	approval pursuant to Section 5.13.1,	approval pursuant to Section
Section 5.4.3	<u>t</u> T he Billing Party may disconnect	5.13.1,, t <u>T</u> he Billing Party may
& see (a)	any and all relevant services for	disconnect any and all relevant
below related	failure by the billed Party to make	services for failure by the billed
section	full payment, less any disputed	Party to make full payment, less
5.13.1	amount as provided for in Section	any disputed amount as provided
G · · ·	21.8 of this Agreement, for the	for in Section 21.8 of this
Commission	relevant services provided under	Agreement, for the relevant services
approval for	this Agreement within sixty (60)	provided under this Agreement
disconnects	Days following the Payment Due	within sixty (60) Days following
	Date. For Resale products pursuant	the Payment Due Date. For Resale
	to Section 6, the billed Party will	products pursuant to Section 6, the
	pay the applicable tariffed non-	billed Party will pay the applicable
	recurring charge less the wholesale	tariffed non-recurring charge less

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	discount set forth in Exhibit A,	the wholesale discount set forth in	
	required to reconnect each resold	Exhibit A, required to reconnect	
	End User Customer line	each resold End User Customer line	
	disconnected pursuant to this	disconnected pursuant to this	
	paragraph. The Billing Party will	paragraph. The Billing Party will	
	notify the billed Party in at least ten	notify the billed Party in at least ten	
	(10) business days prior to	(10) business days prior to	
	disconnection of the unpaid	disconnection of the unpaid	
	service(s). In case of such	service(s). In case of such	
	disconnection, all applicable	disconnection, all applicable	
	undisputed charges, including	undisputed charges, including	
	termination charges, if any, shall	termination charges, if any, shall	
	become due. If the Billing Party	become due. If the Billing Party	
	does not disconnect the billed	does not disconnect the billed	
	Party's service(s) on the date	Party's service(s) on the date	
	specified in the ten (10) business	specified in the ten (10) business	
	days notice, and the billed Party's	days notice, and the billed Party's	
	noncompliance continues, nothing	noncompliance continues, nothing	
	contained herein shall preclude the	contained herein shall preclude the	
	Billing Party's right to disconnect	Billing Party's right to disconnect	
	any or all relevant services of the	any or all relevant services of the	
	non-complying Party without	non-complying Party without	
	further notice, if disconnection has	further notice, if disconnection has	
	been approved by the Commission.	been approved by the Commission.	
	For reconnection of the non-paid	For reconnection of the non-paid	
	service to occur, the billed Party	service to occur, the billed Party	
	will be required to make full	will be required to make full	
	payment of all past and current	payment of all past and current	
	undisputed charges under this	undisputed charges under this	
	Agreement for the relevant services.	Agreement for the relevant services.	
	Additionally, the Billing Party may	Additionally, the Billing Party may	
	request a deposit (or recalculate the	request a deposit (or recalculate the	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	deposit) as specified in Sections	deposit) as specified in Sections	
	5.4.5 and 5.4.7 from the billed	5.4.5 and 5.4.7 from the billed	
	Party, pursuant to this Section.	Party, pursuant to this Section.	
	Both Parties agree, however, that	Both Parties agree, however, that	
	the application of this provision will	the application of this provision will	
	be suspended for the initial three (3)	be suspended for the initial three (3)	
	Billing cycles of this Agreement	Billing cycles of this Agreement	
	and will not apply to amounts billed	and will not apply to amounts billed	
	during those three (3) cycles. In	during those three (3) cycles. In	
	addition to other remedies that may	addition to other remedies that may	
	be available at law or equity, each	be available at law or equity, each	
	Party reserves the right to seek	Party reserves the right to seek	
	equitable relief, including injunctive	equitable relief, including injunctive	
	relief and specific performance.	relief and specific performance.	
Issue 5-7(a)	5.13.1 If either Party	5.13.1 If either Party	
155de 5 7(d)	defaults in the payment of any	defaults in the payment of any	
Section	amount due hereunder, or if either	amount due hereunder, or if either	
5.13.1	Party violates any other material	Party violates any other material	
0.10.1	provision of this Agreement, and	provision of this Agreement, and	
Commission	such default or violation shall	such default or violation shall	
approval	continue for thirty (30) Days after	continue for thirty (30) Days after	
prior to	written notice thereof, the other	written notice thereof, the other	
disconnection	Party must notify the Commission	Party must notify the Commission	
	in writing and may seek relief in	in writing and may seek relief in	
	accordance with the Dispute	accordance with the Dispute	
	resolution provision of this	resolution provision of this	
	Agreement. The failure of either	Agreement. The failure of either	
	Party to enforce any of the	Party to enforce any of the	
	provisions of this Agreement or the	provisions of this Agreement or the	
	waiver thereof in any instance shall	waiver thereof in any instance shall	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	not be construed as a general waiver	not be construed as a general waiver	
	or relinquishment on its part of any	or relinquishment on its part of any	
	such provision, but the same shall,	such provision, but the same shall,	
	nevertheless, be and remain in full	nevertheless, be and remain in full	
	force and effect. Neither Party shall	force and effect. Neither Party shall	
	disconnect service to the other Party	disconnect service to the other Party	
	without first obtaining Commission	without first obtaining Commission	
	<u>approval.</u> To the extent that either	approval. To the extent that either	
	Party disputes, pursuant to Section	Party disputes, pursuant to Section	
	21.8, any amount due hereunder,	21.8, any amount due hereunder,	
	the Party's withholding of such	the Party's withholding of such	
	disputed amounts pursuant to	disputed amounts pursuant to	
	Section 21.8 shall not constitute a	Section 21.8 shall not constitute a	
	default under this Section 5.13	default under this Section 5.13	
	during the pendency of such	during the pendency of such	
	dispute.	dispute.	
DEPOSITS			
Issue 5-8	5.4.5 Disputed portion (issue 1):	5.4.5 Disputed portion (issue 1):	
	"Repeatedly Delinquent" means	"Repeatedly Delinquent" means	
Section 5.4.5	payment of any undisputed non-de	payment of any undisputed non-de	
	minimus amount received more	minimus amount received more	
De Minimus	than thirty (30) Days after the	than thirty (30) Days after the	
Amount	Payment Due Date	Payment Due Date	
(1 of 3 issues	Entire provision:	Entire provision:	
(1 of 5 issues) in 1^{st}	5.4.5 Each Party will determine the	5.4.5 Each Party will determine the	
Eschelon	other Party's credit status based on	other Party's credit status based on	
proposal for	previous payment history as	previous payment history as	
5.4.5)	described below or, if the Parties	described below or, if the Parties	
	are doing business with each other	are doing business with each other	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	for the first time, based on credit	for the first time, based on credit	
	reports such as Dun and Bradstreet.	reports such as Dun and Bradstreet.	
	If a Party that is doing business	If a Party that is doing business	
	with the other Party for the first	with the other Party for the first	
	time has not established satisfactory	time has not established satisfactory	
	credit with the other Party	credit with the other Party	
	according to the previous sentence	according to the previous sentence	
	or the Party is Repeatedly	or the Party is Repeatedly	
	Delinquent in making its payments,	Delinquent in making its payments,	
	or the Party is being reconnected	or the Party is being reconnected	
	after a disconnection of service or	after a disconnection of service or	
	discontinuance of the processing of	discontinuance of the processing of	
	orders by the Billing Party due to a	orders by the Billing Party due to a	
	previous non-payment situation, the	previous non-payment situation, the	
	Billing Party may require a deposit	Billing Party may require a deposit	
	to be held as security for the	to be held as security for the	
	payment of charges before the	payment of charges before the	
	orders from the billed Party will be	orders from the billed Party will be	
	provisioned and completed or	provisioned and completed or	
	before reconnection of service.	before reconnection of service.	
	"Repeatedly Delinquent" means	"Repeatedly Delinquent" means	
	payment of any undisputed <u>non-de</u>	payment of any undisputed non-de	
	minimus amount received more	minimus_amount received more	
	than thirty (30) Days after the	than thirty (30) Days after the	
	Payment Due Date, <u>for</u> three (3)	Payment Due Date, for three (3)	
	consecutive months. or more times	consecutive monthsor more times	
	during a twelve (12) month period	during a twelve (12) month period	
	on the same Billing account	on the same Billing account	
	number. The deposit may not	number. The deposit may not	
	exceed the estimated total monthly	exceed the estimated total monthly	
	charges for an average two (2)	charges for an average two (2)	
	month period within the 1^{st} three (3)	month period within the 1 st three (3)	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	months from the date of the	months from the date of the	
	triggering event which would be	triggering event which would be	
	either the date of the request for	either the date of the request for	
	reconnection of services or	reconnection of services or	
	resumption of order processing	resumption of order processing	
	and/or the date CLEC is Repeatedly	and/or the date CLEC is Repeatedly	
	Delinquent as described above for	Delinquent as described above for	
	all services. The deposit may be a	all services. The deposit may be a	
	surety bond if allowed by the	surety bond if allowed by the	
	applicable Commission regulations,	applicable Commission regulations,	
	a letter of credit with terms and	a letter of credit with terms and	
	conditions acceptable to the Billing	conditions acceptable to the Billing	
	Party, an – interest bearing escrow	Party, an – interest bearing escrow	
	account, or some other form of	account, or some other form of	
	mutually acceptable security such	mutually acceptable security such	
	as a cash deposit. Required	as a cash deposit. Required	
	deposits are due and payable within	deposits are due and payable within	
	thirty (30) Days after demand and	thirty (30) Days after demand and	
	conditions being met <u>, unless the</u>	conditions being met <u>-unless the</u>	
	billed Party challenges the amount	billed Party challenges the amount	
	of the deposit or deposit	of the deposit or deposit	
	requirement (e.g., because delay in	requirement (e.g., because delay in	
	submitting disputes or making	submitting disputes or making	
	payment was reasonably justified	payment was reasonably justified	
	due to inaccurate or incomplete	due to inaccurate or incomplete	
	Billing) pursuant to Section 5.18. If	<u>Billing) pursuant to Section 5.18</u> . <u>If</u> such a Dispute is brought before the	
	such a Dispute is brought before the		
	Commission, deposits are due and	<u>Commission, deposits are due and</u>	
	payable as of the date ordered by	payable as of the date ordered by the Commission.	
	the Commission.	the Commission.	

Issue#/ ¹	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 5-9	PROPOSAL #1 (issue 2): 5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Section 5.4.5	means payment of any undisputed amount received more than	means payment of any undisputed . amount received more than	
Definition of	thirty (30) Days after the Payment	thirty (30) Days after the Payment	
Repeatedly	Due Date, <u>for</u> three (3) <u>consecutive</u>	Due Date, <u>for</u> -three (3) consecutive	
Delinquent	<u>months.</u> or more times during a twelve (12) month period on the	months or more times during a twelve (12) month period on the	
(2 of 3 issues in 1 st	same Billing account number	same Billing account number	
Eschelon			
proposal for			
5.4.5)			
(1 of 2			
options)			
Issue 5-9	PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Section 5.4.5	means payment of any undisputed .	means payment of any undisputed .	
	. amount received more than	amount received more than	
Definition of	thirty (30) Days after the Payment	thirty (30) Days after the Payment	
Repeatedly	Due Date, three (3) or more times	Due Date, three (3) or more times	
Delinquent	during a six (6) month period on	during a twelve (12) month period	
Ĩ	the same Billing account number	on the same Billing account	
(2 of 3 issues		number	
1 st Eschelon			
proposal for			
5.4.5)			
(2 of 2			
options)			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issue 5-10		
Intentionally		
Left Blank		
Issue 5-11	5.4.5Required deposits are due	5.4.5Required deposits are due
	and payable within thirty (30) Days	and payable within thirty (30) Days
Section 5.4.5	after demand and conditions being	after demand and conditions being
	met, unless the billed Party	met , unless the billed Party
Disputes	challenges the amount of the	challenges the amount of the
Before	deposit or deposit requirement (e.g.,	deposit or deposit requirement (e.g.,
Commission	because delay in submitting	because delay in submitting
	disputes or making payment was	disputes or making payment was
(3 of 3 issues	reasonably justified due to	reasonably justified due to
in 1 st	inaccurate or incomplete Billing)	inaccurate or incomplete Billing)
Eschelon	pursuant to Section 5.18. If such a	pursuant to Section 5.18. If such a
proposal for	Dispute is brought before the	Dispute is brought before the
5.4.5)	Commission, deposits are due and	Commission, deposits are due and
	payable as of the date ordered by	payable as of the date ordered by
	the Commission.	the Commission.
Issue 5-12	PROPOSAL #3:	PROPOSAL #3:
	5.4.5 Each Party will determine	5.4.5 <u>Each Party will determine</u>
Section 5.4.5	the other Party's credit status based	the other Party's credit status based
	on previous payment history as	on previous payment history as
Deposit	described below, or <u>If</u> the Parties	<u>described below, or if If</u> the Parties
Requirement	are doing business with each other	are doing business with each other
- · ·	for the first time, each Party will	for the first time, each Party will
(Eschelon	determine the other Party's credit	determine the other Party's credit
Proposal #3)	status based on credit reports such	status based on credit reports such
	as Dun and Bradstreet. If a Party	as Dun and Bradstreet. If a Party
	that is doing business with the other	that is doing business with the other
	Party for the first time has not	Party for the first time has not

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	established satisfactory credit with	established satisfactory credit with	
	the other Party according to the	the other Party according to the	
	previous sentence or the Party is	previous sentence or the Party is	
	Repeatedly Delinquent in making	Repeatedly Delinquent in making	
	its payments, _or the Party is being	the payments, or the Party is being	
	reconnected after a disconnection of	reconnected after a disconnection of	
	service or discontinuance of the	service or discontinuance of the	
	processing of orders by the Billing	processing of orders by the Billing	
	Party due to a previous non-	Party due to a previous non-	
	payment situation, the Billing Party	payment situation, the Billing Party	
	may require a deposit to be held as	may require a deposit to be held as	
	security for the payment of charges	security for the payment of charges	
	before the orders from the billed	before the orders from the billed	
	Party will be provisioned and	Party will be provisioned and	
	completed or before reconnection of	completed or before reconnection of	
	service. The Billing Party may also	service. The Billing Party may also	
	require a deposit for the failure of	require a deposit for the failure of	
	the other Party to make full	the other Party to make full	
	payment, less any disputed amount	payment, less any disputed amount	
	as provided for in Section 21 of this	as provided for in Section 21 of this	
	Agreement, for the relevant services	Agreement, for the relevant services	
	provided under this Agreement	provided under this Agreement	
	within ninety (90) Days following	within ninety (90) Days following	
	the Payment Due Date, if the	the Payment Due Date, if the Commission determines that all	
	Commission determines that all		
	relevant circumstances warrant a	relevant circumstances warrant a	
	deposit. "Repeatedly delinquent"	deposit. "Repeatedly delinquent"	
	means any payment received thirty	means any payment received thirty	
	(30) Days or more after the	(30) Days or more after the	
	Payment Due Date, three (3) or	Payment Due Date, three (3) or	
	more times during a twelve (12)	more times during a twelve (12)	
	month period on the same Billing	month period on the same Billing	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	account number. Accounts with	account number. Accounts with	
	amounts disputed under the dispute	amounts disputed under the dispu	te
	provisions of this agreement shall	provisions of this agreement shall	
	not be included as Repeatedly	not be included as Repeatedly	
	Delinquent based on amounts in	Delinquent based on amounts in	
	dispute alone. The deposit may not	dispute alone. The deposit may r	ot
	exceed the estimated total monthly	exceed the estimated total month	у
	charges for an average two (2)	charges for an average two (2)	
	month period within the 1^{st} three (3)	month period within the 1 st three	(3)
	months from the date of the	months from the date of the	
	triggering event which would be	triggering event which would be	
	either the date of the request for	either the date of the request for	
	reconnection of services or	reconnection of services or	
	resumption of order processing	resumption of order processing	
	and/or the date CLEC is repeatedly	and/or the date CLEC is repeated	
	delinquent as described above for	delinquent as described above for	
	all services. The deposit may be a	all services. The deposit may be	a
	surety bond if allowed by the	surety bond if allowed by the	
	applicable Commission regulations,	applicable Commission regulation	ns,
	a letter of credit with terms and	a letter of credit with terms and	
	conditions acceptable to the Billing	conditions acceptable to the Billi	
	Party, an – interest bearing escrow	Party, an – interest bearing escro	N
	account, or some other form of	account, or some other form of	
	mutually acceptable security such	mutually acceptable security suc	1
	as a cash deposit. Required	as a cash deposit. Required	
	deposits are due and payable within	deposits are due and payable wit	
	thirty (30) Days after demand and	thirty (30) Days after demand an	1
	conditions being met.	conditions being met.	
REVIEW			
OF CREDIT			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
STANDING		
Issue 5-13	PROPOSAL #1: 5.4.7 Intentionally Left Blank.	SAME FOR BOTH PROPOSALS:
Section 5.4.7		5.4.7 Intentionally Left Blank
Review of credit standing		
(1 of 2 options)		
Issue 5-13	PROPOSAL #2:	SAME FOR BOTH
Section 5.4.7	5.4.7 If a Party has received a	PROPOSALS:
Section 5.4.7	<u>deposit pursuant to Section 5.4.5</u> but the amount of the deposit is less	5.4.7 If a Party has received a deposit pursuant to Section 5.4.5
Review of	than the maximum deposit amount	but the amount of the deposit is less
credit	permitted by Section 5.4.5, tThe	than the maximum deposit amount
standing	Billing Party may review the other	permitted by Section 5.4.5, t <u>T</u> he
standing	Party's credit standing and increase	Billing Party may review the other
(2 of 2	the amount of deposit required, if	Party's credit standing and increase
options)	approved by the Commission, but in	the amount of deposit required, if
· · · · · · · · · · · · · · · · · · ·	no event will the maximum amount	approved by the Commission, but in
	exceed the amount stated in Section	no event will the maximum amount
	5.4.5. Section 5.4 is not intended to	exceed the amount stated in Section
	change the scope of any regulatory	5.4.5 Section 5.4 is not intended to
	agency's or bankruptcy court's	change the scope of any regulatory
	authority with regard to Qwest or	agency's or bankruptcy court's
	<u>CLECs.</u>	authority with regard to Qwest or
		CLECs.

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 5-14			
Intentionally			
Left Blank			
Issue 5-15			
Intentionally			
Left Blank			
COPY OF			
NONDIS-			
CLOSURE AGREE-			
AGREE- MENT			
Issue 5-16	5.16.9.1 The Parties may disclose,	5.16.9.1 The Parties may disclose,	
15540 5 10	on a need to know basis only,	on a need to know basis only,	
Section	CLEC individual forecasts and	CLEC individual forecasts and	
5.16.9.1	forecasting information disclosed	forecasting information disclosed	
5.10.9.1	by Qwest, to legal personnel, if a	by Qwest, to legal personnel, if a	
Non-	legal issue arises about that	legal issue arises about that	
disclosure	forecast, as well as to CLEC's	forecast, as well as to CLEC's	
Agreement	wholesale account managers,	wholesale account managers,	
1.8.00	wholesale LIS and Collocation	wholesale LIS and Collocation	
	product managers, network and	product managers, network and	
	growth planning personnel	growth planning personnel	
	responsible for preparing or	responsible for preparing or	
	responding to such forecasts or	responding to such forecasts or	
	forecasting information. In no case	forecasting information. In no case	
	shall retail marketing, sales or	shall retail marketing, sales or	
	strategic planning have access to	strategic planning have access to	
	this forecasting information. The	this forecasting information. The	
	Parties will inform all of the	Parties will inform all of the	
	aforementioned personnel, with	aforementioned personnel, with	
	access to such Confidential	access to such Confidential	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Information, of its confidential	Information, of its confidential	
	nature and will require personnel to	nature and will require personnel to	
	execute a non-disclosure agreement	execute a non-disclosure agreement	
	which states that, upon threat of	which states that, upon threat of	
	termination, the aforementioned	termination, the aforementioned	
	personnel may not reveal or discuss	personnel may not reveal or discuss	
	such information with those not	such information with those not	
	authorized to receive it except as	authorized to receive it except as	
	specifically authorized by law.	specifically authorized by law.	
	Qwest shall provide CLEC with a	Qwest shall provide CLEC with a	
	signed copy of each non-disclosure	signed copy of each non-disclosure	
	agreement executed by Qwest	agreement executed by Qwest	
	personnel within ten (10) Days of	personnel within ten (10) Days of	
	execution. Violations of these	execution. Violations of these	
	requirements shall subject the	requirements shall subject the	
	personnel to disciplinary action up	personnel to disciplinary action up	
	to and including termination of	to and including termination of	
	employment.	employment.	
Issue 6-17			
Intentionally			
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Section			
7.3.5.2			
See Section			
12.2.1.2			
(Issue 12-			
67(f))			
Section 7.4.7			
- See Section			
1.7.2 above			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
(Issue 1-1)		
TRANSIT		
RECORD		
CHARGE		
AND BILL		
VALIDA-		
TION		
Issue 7-18	7.6.3.1 In order to verify Qwest's	7.6.3.1 In order to verify Qwest's
	bills to CLEC for Transit Traffic the	bills to CLEC for Transit Traffic the
Section	billed party may request sample 11-	billed party may request sample 11-
7.6.3.1	<u>01-XX records for specified offices.</u>	01-XX records for specified offices.
	These records will be provided by	These record will be provided by
Application	the transit provider in EMI	the transit provider in EMI
of Transit	mechanized format to the billed	mechanized format to the billed
Record	party at no charge, because the	party at no charge, because the
Charge	records will not be used to bill a	records will not be used to bill a
	Carrier. The billed party will limit	Carrier. The billed party will limit
	requests for sample 11-01-XX data	requests for sample 11-01-XX data
	to a maximum of once every six	to a maximum of once every six
	months, provided that Billing is	months, provided that Billing is
	accurate.	accurate.
Issue 7-19	7.6.4 Qwest will provide the non-	7.6.4 Qwest will provide the non-
	transit provider, upon request, bill	transit provider, upon request, bill
Section 7.6.4	validation detail including but not	validation detail including but not
	limited to: originating and	limited to: originating and
Transit	terminating CLLI code, originating	terminating CLLI code, originating
Record Bill	and terminating Operating	and terminating Operating
Validation	Company Number, originating and	Company Number, originating and
Detail	terminating state jurisdiction,	terminating state jurisdiction,
	number of minutes being billed, rate	number of minutes being billed, rate
	elements being billed, and rates	elements being billed, and rates

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	applied to each minute.	applied to each minute.	
Issue 8-20			
Intentionally Left Blank			
Issue 8-20 (a)			
Intentionally Left Blank			
Issue 8-21			
Intentionally			
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Issue 8-21 (a)			
Intentionally			
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Issue 8-21 (b)			
Intentionally			
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Issue 8-21 (c)			
Intentionally			
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Issue 8-21 (d)			
Intentionally			
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Issue 8-21 (e)			
Intentionally			
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Issue 8-21 (f)			
Intentionally			
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Issue 8-22			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Intentionally			
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Issue 8-23			
Intentionally			
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Issue 8-24			
Intentionally			
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Issue 8-25			
Intentionally			
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Issue 8-26			
Intentionally			
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Issue 8-27			
Intentionally			
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Issue 8-28			
Intentionally			
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Issue 8-29			
Intentionally			
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Issue 8-30			
Intentionally			
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Sections			
9.1.1.1.1 &			
9.1.1.1.1.1 –			
See Issue 9-			
58(e)			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
(Section			
9.23.4.4.3.1)			
below			
Sections			
9.1.1.1.1 &			
9.1.1.1.1.2 -			
See Issue 9-			
58(d)			
(Section			
9.23.4.5.1)			
below			
NON-			
DISCRIMIN			
ATORY			
ACCESS			
TO UNES	BDOBOGAL #1		
Issue 9-31	PROPOSAL #1:	SAME FOR BOTH	
Section 0.1.2	0.1.2 Owerst shall provide non	PROPOSALS:	
Section 9.1.2	9.1.2 Qwest shall provide non-	9.1.2 Qwest shall provide non-	
Non-	discriminatory access to Unbundled Network Elements on rates, terms	discriminatory access to Unbundled Network Elements on rates, terms	
discriminatory	and conditions that are non-	and conditions that are non-	
access to	discriminatory, just and reasonable.	discriminatory, just and reasonable.	
UNEs	The quality of an Unbundled	The quality of an Unbundled	
UNLS	Network Element Qwest provides,	Network Element Qwest provides,	
(1 of 2	as well as the access provided to	as well as the access provided to	
Options)	that element, will be equal between	that element, will be equal between	
opuono)	all Carriers requesting access to that	all Carriers requesting access to that	
	element. Access to Activities	element. Access to Activities	
	available for Unbundled Network	available for Unbundled Network	
	Elements includes moving, adding	Elements includes moving, adding	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	to, repairing and changing the UNE	to, repairing and changing the UNE	
	(through, e.g., design changes,	(through, <i>e.g.</i> , design changes,	
	maintenance of service including	maintenance of service including	
	trouble isolation, additional	trouble isolation, additional	
	dispatches, and cancellation of	dispatches, and cancellation of	
	orders) at the applicable rates.	orders) at the applicable rates.	
	Qwest shall perform for CLEC	Qwest shall perform for CLEC	
	those Routine Network	those Routine Network	
	Modifications that Qwest performs	Modifications that Qwest performs	
	for its own End User Customers.	for its own End User Customers.	
	The requirement for Qwest to	The requirement for Qwest to	
	modify its network on a	modify its network on a	
	nondiscriminatory basis is not	nondiscriminatory basis is not	
	limited to copper loops and applies	limited to copper loops and applies	
	to all unbundled transmission	to all unbundled transmission	
	facilities, including Dark Fiber	facilities, including Dark Fiber	
	transport when available pursuant to	transport when available pursuant to	
	Section 9.7. Where Technically	Section 9.7. Where Technically	
	Feasible, the access and Unbundled	Feasible, the access and Unbundled	
	Network Element provided by	Network Element provided by	
	Qwest will be provided in	Qwest will be provided in	
	"substantially the same time and	"substantially the same time and	
	manner" to that which Qwest	manner" to that which Qwest	
	provides to itself or to its Affiliates.	provides to itself or to its Affiliates.	
	In those situations where Qwest	In those situations where Qwest	
	does not provide access to Network	does not provide access to Network	
	Elements to itself, Qwest will	Elements to itself, Qwest will	
	provide access in a manner that	provide access in a manner that	
	provides CLEC with a meaningful	provides CLEC with a meaningful	
	opportunity to compete. For the	opportunity to compete. For the	
	period of time Qwest provides	period of time Qwest provides	
	access to CLEC to an Unbundled	access to CLEC to an Unbundled	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Network Element, CLEC shall have	Network Element, CLEC shall have	
	exclusive use of the Network	exclusive use of the Network	
	Element, except when the	Element, except when the	
	provisions herein indicate that a	provisions herein indicate that a	
	Network Element will be shared.	Network Element will be shared.	
	Notwithstanding the foregoing,	Notwithstanding the foregoing,	
	Qwest shall provide access and	Qwest shall provide access and	
	UNEs at the service performance	UNEs at the service performance	
	levels set forth in Section 20.	levels set forth in Section 20.	
	Notwithstanding specific language	Notwithstanding specific language	
	in other sections of this Agreement,	in other sections of this Agreement,	
	all provisions of this Agreement	all provisions of this Agreement	
	regarding Unbundled Network	regarding Unbundled Network	
	Elements are subject to this	Elements are subject to this	
	requirement. In addition, Qwest	requirement. In addition, Qwest	
	shall comply with all state	shall comply with all state	
	wholesale service quality	wholesale service quality	
	requirements.	requirements.	
Issue 9-31	9.1.2 Qwest shall provide non-	9.1.2 Qwest shall provide non-	
15500 / 51	discriminatory access to Unbundled	discriminatory access to Unbundled	
Section 9.1.2	Network Elements on rates, terms	Network Elements on rates, terms	
50001011 9.11.2	and conditions that are non-	and conditions that are non-	
Non-	discriminatory, just and reasonable.	discriminatory, just and reasonable.	
discriminatory	The quality of an Unbundled	The quality of an Unbundled	
access to	Network Element Qwest provides,	Network Element Qwest provides,	
UNEs	as well as the access provided to	as well as the access provided to	
	that element, will be equal between	that element, will be equal between	
(2 of 2	all Carriers requesting access to that	all Carriers requesting access to that	
Options)	element. Access to Activities	element. Access to Activities	
	available for Unbundled Network	available for Unbundled Network	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Elements includes moving, adding	Elements includes moving, adding	
	to, repairing and changing the UNE	to, repairing and changing the UNE	
	(through, e.g., design changes,	(through, <i>e.g.</i> , design changes,	
	maintenance of service including	maintenance of service including	
	trouble isolation, additional	trouble isolation, additional	
	dispatches, and cancellation of	dispatches, and cancellation of	
	orders) and will be provided at	orders) <u>and will be provided at</u>	
	TELRIC ratesat the applicable	TELRIC rates at the applicable	
	rates. Qwest shall perform for	<u>rates</u> . Qwest shall perform for	
	CLEC those Routine Network	CLEC those Routine Network	
	Modifications that Qwest performs	Modifications that Qwest performs	
	for its own End User Customers.	for its own End User Customers.	
	The requirement for Qwest to	The requirement for Qwest to	
	modify its network on a	modify its network on a	
	nondiscriminatory basis is not	nondiscriminatory basis is not	
	limited to copper loops and applies	limited to copper loops and applies	
	to all unbundled transmission	to all unbundled transmission	
	facilities, including Dark Fiber	facilities, including Dark Fiber	
	transport when available pursuant to	transport when available pursuant to	
	Section 9.7. Where Technically	Section 9.7. Where Technically	
	Feasible, the access and Unbundled	Feasible, the access and Unbundled	
	Network Element provided by	Network Element provided by	
	Qwest will be provided in	Qwest will be provided in	
	"substantially the same time and	"substantially the same time and	
	manner" to that which Qwest	manner" to that which Qwest	
	provides to itself or to its Affiliates.	provides to itself or to its Affiliates.	
	In those situations where Qwest	In those situations where Qwest	
	does not provide access to Network	does not provide access to Network	
	Elements to itself, Qwest will	Elements to itself, Qwest will	
	provide access in a manner that	provide access in a manner that	
	provides CLEC with a meaningful	provides CLEC with a meaningful	
	opportunity to compete. For the	opportunity to compete. For the	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PRO	POSED
Section# ²	LANGUAGE ³	LANGUA	GE
	period of time Qwest provides	period of time Qwest	provides
	access to CLEC to an Unbundled	access to CLEC to an	Unbundled
	Network Element, CLEC shall have	Network Element, CI	LEC shall have
	exclusive use of the Network	exclusive use of the N	Jetwork
	Element, except when the	Element, except when	n the
	provisions herein indicate that a	provisions herein ind	icate that a
	Network Element will be shared.	Network Element wil	l be shared.
	Notwithstanding the foregoing,	Notwithstanding the	
	Qwest shall provide access and	Qwest shall provide a	
	UNEs at the service performance	UNEs at the service p	
	levels set forth in Section 20.	levels set forth in Sec	
	Notwithstanding specific language	Notwithstanding spec	
	in other sections of this Agreement,	in other sections of the	
	all provisions of this Agreement	all provisions of this .	
	regarding Unbundled Network	regarding Unbundled	
	Elements are subject to this	Elements are subject	
	requirement. In addition, Qwest	requirement. In addit	
	shall comply with all state	shall comply with all	
	wholesale service quality	wholesale service qua	ality
	requirements.	requirements.	
Issue 9-32			
Intentionally			
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Issue 9-32(a)			
Intentionally			
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Issue 9-32 (b)			
Intentionally			
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Issue 9-32 (c)			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Intentionally		
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NETWORK		
MAINTE-		
NANCE AND MODERNIZA-		
TION		
Issue 9-33	PROPOSAL #1 (Issue 1)	
Section 9.1.9	9.1.9 Disputed portion (Issue 1):	9.1.9 Disputed portion (Issue 1):
Network	9.1.9 Such changes may result	9.1.9 Such changes may result
Maintenance	in minor changes to transmission	in minor changes to transmission
and	parameters but the changes to	parameters_but the changes to
Modernization	transmission parameters will not	transmission parameters will not
Activities –	adversely affect service to any	adversely affect service to any
	CLEC End User Customers (other	CLEC End User Customers (other
Affect on	than a reasonably anticipated	than a reasonably anticipated
End User	temporary service interruption, if	temporary service interruption, if
Customers	any, needed to perform the work).	any, needed to perform the work).
	(In addition, in the event of	(In addition, in the event of
(1 of 2 issues	emergency, see Section 9.1.9.1).	emergency, see Section 9.1.9.1).
in Sections		
9.1.9)	<u>9.1.9 Entire provision – Proposal</u>	9.1.9 Entire provision:
(1 62	<u>#1:</u>	
(1 of 2		
Options)	9.1.9 In order to maintain and	9.1.9 In order to maintain and
	modernize the network properly,	modernize the network properly,
	Qwest may make necessary	Qwest may make necessary
	modifications and changes to the	modifications and changes to the

⁷ Eschelon also continues to offer in the alternative: "but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1)."

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	UNEs in its network on an as	UNEs in its network on an as	
	needed basis. Such changes may	needed basis. Such changes may	
	result in minor changes to	result in minor changes to	
	transmission parameters but the	transmission parameters but the	
	changes to transmission parameters	changes to transmission parameters	
	will not adversely affect service to	will not adversely affect service to	
	any CLEC End User Customers	any CLEC End User Customers	
	(other than a reasonably anticipated	(other than a reasonably anticipated	
	temporary service interruption, if	temporary service interruption, if	
	any, needed to perform the work).	any, needed to perform the work).	
	(In addition, in the event of	(In addition, in the event of	
	emergency, see Section 9.1.9.1).	emergency, see Section 9.1.9.1).	
	This Section 9.1.9 does not address	This Section 9.1.9 does not address	
	retirement of copper Loops or	retirement of copper Loops or	
	Subloops, which are addressed in	Subloops, which are addressed in	
	Sections 9.2.1.2.2 (and subparts),	Sections 9.2.1.2.2 (and subparts),	
	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	
	and 9.2.2.3.3. Network maintenance	and 9.2.2.3.3. Network maintenance	
	and modernization activities will	and modernization activities will	
	result in UNE transmission	result in UNE transmission	
	parameters that are within	parameters that are within	
	transmission limits of the UNE	transmission limits of the UNE	
	ordered by CLEC. Qwest shall	ordered by CLEC. Qwest shall	
	provide CLEC advance notice of	provide CLEC advance notice of	
	network changes pursuant to	network changes pursuant to	
	applicable FCC rules, including	applicable FCC rules, including	
	changes that will affect (i) CLEC's	changes that will affect (i) CLEC's	
	performance or ability to provide	performance or ability to provide	
	service (ii) network Interoperability	service (ii) network Interoperability	
	or (iii) the manner in which	or (iii) the manner in which	
	Customer Premises equipment is	Customer Premises equipment is	
	attached to the public network.	attached to the public network.	

ESCHELON PROPOSED	QWEST PROPOSED	
LANGUAGE ³	LANGUAGE	
Changes that affect network	Changes that affect network	
Interoperability include changes to	Interoperability include changes to	
local dialing from seven (7) to ten	local dialing from seven (7) to ten	
(10) digit, area code splits, and new	(10) digit, area code splits, and new	
area code implementation. FCC	area code implementation. FCC	
rules are contained in CFR Part 51	rules are contained in CFR Part 51	
and 52. Such notices will contain	and 52. Such notices will contain	
the location(s) at which the changes		
will occur including, if the changes	will occur including, if the changes	
are specific to a CLEC End User	are specific to a CLEC End User	
Customer, the circuit identification		
and CLEC End User Customer		
disclosures on an Internet web site.	disclosures on an Internet web site.	
PROPOSAL #2 (Issue 1)		
If such changes result in the	If such changes result in the	
	8 • • • • • • • • • • • • • • • • • • •	
	LANGUAGE ³ Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur including, if the changes are specific to a CLEC End User Customer, the circuit identification	LANGUAGE ³ LANGUAGEChanges that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site.FROPOSAL #2 (Issue 1)PROPOSAL #2 (Issue 1) If such changes result in the CLEC's End User Customer address information of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective actionFree or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action

⁸ To the extent that Qwest criticizes the DOC language adopted in Minnesota because it is unclear to whom it must be unacceptable, Eschelon has no objection to adding "to CLEC" after "unacceptable".

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
End User	to an acceptable level if it was	to an acceptable level if it was	
Customers	caused by the network changes.	caused by the network changes.	
(1 of 2 issues	<u>9.1.9 – Entire Provision – Proposal</u>	<u>9.1.9 – Entire Provision – Proposal</u>	
in Sections	<u>#2:</u>	#2:	
9.1.9)			
	9.1.9 In order to maintain and	9.1.9 In order to maintain and	
(2 of 2	modernize the network properly,	modernize the network properly,	
Options)	Qwest may make necessary	Qwest may make necessary	
	modifications and changes to the	modifications and changes to the	
	UNEs in its network on an as	UNEs in its network on an as	
	needed basis. Such changes may	needed basis. Such changes may	
	result in minor changes to	result in minor changes to	
	transmission parameters. If such	transmission parameters. If such	
	changes result in the CLEC's End	changes result in the CLEC's End	
	User Customer experiencing	User Customer experiencing	
	unacceptable changes in the	unacceptable changes in the	
	transmission of voice or data, Qwest	transmission of voice or data,	
	will assist the CLEC in determining	Qwest will assist the CLEC in	
	the source and will take the	determining the source and will	
	necessary corrective action to	take the necessary corrective action	
	restore the transmission quality to	to restore the transmission quality	
	an acceptable level if it was caused	to an acceptable level if it was	
	by the network changes This	caused by the network changes.	
	Section 9.1.9 does not address	This Section 9.1.9 does not address	
	retirement of copper Loops or	retirement of copper Loops or	
	Subloops, which are addressed in	Subloops, which are addressed in	
	Sections 9.2.1.2.2 (and subparts),	Sections 9.2.1.2.2 (and subparts),	
	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	

⁹ Note: Eschelon will accept "End User Customer" or "CLEC End User Customer" here.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	and 9.2.2.3.3. Network	and 9.2.2.3.3. Network maintenance	
	maintenance and modernization	and modernization activities will	
	activities will result in UNE	result in UNE transmission	
	transmission parameters that are	parameters that are within	
	within transmission limits of the	transmission limits of the UNE	
	UNE ordered by CLEC. Qwest	ordered by CLEC. Qwest shall	
	shall provide CLEC advance notice	provide CLEC advance notice of	
	of network changes pursuant to	network changes pursuant to	
	applicable FCC rules, including	applicable FCC rules, including	
	changes that will affect (i) CLEC's	changes that will affect (i) CLEC's	
	performance or ability to provide	performance or ability to provide	
	service (ii) network Interoperability	service (ii) network Interoperability	
	or (iii) the manner in which	or (iii) the manner in which	
	Customer Premises equipment is	Customer Premises equipment is	
	attached to the public network.	attached to the public network.	
	Changes that affect network	Changes that affect network	
	Interoperability include changes to	Interoperability include changes to	
	local dialing from seven (7) to ten	local dialing from seven (7) to ten	
	(10) digit, area code splits, and new	(10) digit, area code splits, and new	
	area code implementation. FCC	area code implementation. FCC	
	rules are contained in CFR Part 51	rules are contained in CFR Part 51	
	and 52. Such notices will contain	and 52. Such notices will contain	
	the location(s) at which the changes	the location(s) at which the changes	
	will occur <u>including</u> , if the changes	will occur including, if the changes	
	are specific to an End User	are specific to an End User	
	Customer, ⁹ circuit identification, if	Customer, circuit identification, if	
	readily available, and any other	readily available, and any other	
	information required by applicable	information required by applicable	
	FCC rules. Qwest provides such	FCC rules. Qwest provides such	
	disclosures on an Internet web site.	disclosures on an Internet web site.	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Issue 9-33(a) Intentionally Left Blank			
Issue 9-34	PROPOSAL #1 (Issue 2):		
Section 9.1.9	Such notices will contain the location(s) at which the changes	Such notices will contain the location(s) at which the changes	
Network	will occur including, if the changes	will occur including, if the changes	
Maintenance	are specific to a CLEC End User	are specific to a CLEC End User	
and Modernization	Customer, the circuit identification and CLEC End User Customer	Customer, the circuit identification and CLEC End User Customer	
Activities –	address information and any other	address information, and any other	
	information required by applicable	information required by applicable	
Location at	FCC rules.	FCC rules.	
Which			
Changes Occur			
Occui			
(2 of 2 issues)			
(1 of 2			
Options)			
Issue 9-34	PROPOSAL #2_Issue 2:		
Section 9.1.9	Such notices will contain the	Such notices will contain the	
	location(s) at which the changes	location(s) at which the changes	
Network	will occur including, if the changes	will occur including, if the changes	

Issue#/ ¹	ESCHELON PROPOSED	QWEST	F PROPOSED
Section# ²	LANGUAGE ³		NGUAGE
Maintenance	are specific to an End User	are specific to	
and	Customer, ¹⁰ circuit identification, if		uit identification, if
Modernization	readily available, and any other		le, and any other
Activities –	information required by applicable		quired by applicable
- ·	FCC rules.	FCC rules.	
Location at			
Which			
Changes			
Occur			
(2 of 2 issues)			
(2 of 2 issues) (2 of 2			
Options)			
Issue 9-35			
Intentionally			
Left Blank			
Issue 9-36			
Intentionally			
Left Blank			
Section			
9.1.12.1 –			
See Issue 12-			
67 (Section			
12.2.1.2)			
below Issue 9-37			
(Section			
9.1.13.3)			
See below -			
See Delow -			

¹⁰ Note: Eschelon will accept "End User Customer" or "CLEC End User Customer" here.

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Moved to			
"Stayed			
Issues"			
Issue 9-37 (a)			
(Section			
9.1.14.4)			
See below -			
Moved to			
"Stayed			
Issues"			
Issue 9-37 (b)			
Intentionally			
Left Blank			
Issue 9-38			
(Section			
9.1.13.4 and			
subparts)			
See below -			
Moved to			
"Stayed			
Issues"			
Issue 9-39			
Intentionally			
Left Blank			
Issue 9-40			
(Sections			
9.1.13.5.2;			
9.1.15.2.1) -			
see below -			
Moved to			
"Stayed			

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Section# ²	LANGUAGE ³	LANGUAGE	
Issues"			
Issue 9-41			
[Section			
9.1.14.4			
(2 of 2 issues			
in Section			
9.1.14.4)] –			
see below -			
Moved to			
"Stayed			
Issues"			
Issue 9-42			
Section			
(9.1.14.4.1) -			
see below			
Moved to			
"Stayed			
Issues"			
Section			
9.1.14.6 -			
See Issue 9-			
40 (Section			
9.1.13.5.2) -			
stayed/below			
Section			
9.1.15.2.1 -			
See Issue 9-			
40 (Section			
9.1.13.5.2)			
Stayed/below			
Issue 9-43	9.1.15.2.3 The circuit identification	9.1.15.2.3 The circuit identification	

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Section# ²	LANGUAGE ³	LANGUAGE
Section	("circuit ID") will not change.	("circuit ID") will not change.
9.1.15.2.3	After the conversion, the Qwest	After the conversion, the Qwest
	alternative service arrangement will	alternative service arrangement will
Conversions	have the same circuit ID as	have the same circuit ID as
- Circuit ID	formerly assigned to the high	formerly assigned to the high
	capacity UNE.	capacity UNE.
Issue 9-44	9.1.15.3 If Qwest converts a	9.1.15.3 If Owest converts a
	facility to an analogous or	facility to an analogous or
Section	alternative service arrangement	alternative service arrangement
9.1.15.3; See	pursuant to Section 9.1.15, the	pursuant to Section 9.1.15, the
subparts to	conversion will be in the manner of	conversion will be in the manner of
Issue 9-44 (a)	a price change on the existing	a price change on the existing
and Issue 9-	records and not a physical	records and not a physical
44 (b) for	conversion. Qwest will re-price the	conversion. Qwest will re-price the
related issues	facility by application of a new rate.	facility by application of a new rate.
in 9.1.15.3.1		
&		
9.1.15.3.1.1		
Manner of		
Conversion		
Issue 9-44 (a)	9.1.15.3.1 Qwest may perform the	9.1.15.3.1 Qwest may perform the
	re-pricing through use of an "adder"	re-pricing through use of an "adder"
Section	or "surcharge" used for Billing the	or "surcharge" used for Billing the
9.1.15.3.1	difference between the previous	difference between the previous
	UNE rate and the new rate for the	UNE rate and the new rate for the
Manner of	analogous or alternative service	analogous or alternative service

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Conversion –	arrangement, much as Qwest	arrangement, much as Qwest	
	currently does to take advantage of	currently does to take advantage of	
Use of adder	the annual price increases in its	the annual price increases in its	
or surcharge	commercial Qwest Platform Plus	commercial Qwest Platform Plus	
	product.	product.	
Issue 9-44 (b)	9.1.15.3.1.1 Qwest may add a new	9.1.15.3.1.1 Qwest may add a new	
Q ti	<u>Universal Service Ordering Code</u>	Universal Service Ordering Code	
Section 9.1.15.3.1.1	("USOC") for this purpose and assign the "adder" or "surcharge"	("USOC") for this purpose and assign the "adder" or "surcharge"	
9.1.15.5.1.1	rate to that USOC.	rate to that USOC.	
Manner of	Tate to that USOC.		
Conversion -			
Conversion			
Use of USOC			
Issue 9-44 (c)	9.1.15.3.1.2 For any facility	9.1.15.3.1.2 For any facility	
	converted to an analogous or	converted to an analogous or	
Section	alternative service arrangement	alternative service arrangement	
9.1.15.3.1.1	pursuant to Section 9.1.15.3, Qwest	pursuant to Section 9.1.15.3, Qwest	
	will either use the same USOC or	will either use the same USOC or	
Manner of	the USOC will be deemed to be the	the USOC will be deemed to be the	
Conversion -	same as the USOC for the	same as the USOC for the	
	analogous or alternative service	analogous or alternative service	
Same USOC	arrangement for pricing purposes,	arrangement for pricing purposes,	
	such as for the purpose of	such as for the purpose of	
	calculating volumes and discounts	calculating volumes and discounts	
	for a regional commitment plan.	for a regional commitment plan.	
Issue 9-45			
Intentionally			
Left Blank			

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Section# ²	LANGUAGE ³	LANGUAGE	
Issue 9-46			
Intentionally			
Left Blank			
Issue 9-47			
Intentionally			
Left Blank			
Issue 9-48			
Intentionally			
Left Blank			
Sections			
9.2.2.3 and			
9.2.2.3.3 -			
See Issue			
9-33			
above			
Section			
9.2.3.8 - See			
Issue 4-5			
Section			
9.2.3.9 -			
See			
Issue 4-5 (a)			
Issue 9-49			
Intentionally			
Left Blank			
PHASE			
OUT			
SUBLOOPS			
Issues 9-50			
Intentionally			
Left Blank			

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Section# ²	LANGUAGE ³	LANGUAGE	LANGUAGE	
Issue 9-53	PROPOSAL #2:			
Section 9.9	1.7.3 Phase out process. If Qwest	1.7.3 Phase out process. If Qwest	1.7.3 Phase out process. If Qwest	
and subpart;	desires to phase-out the provision of	desires to phase-out the provision of	desires to phase-out the provision of	
1.7.3 and	an element, service or functionality	an element, service or functionality		
subparts	included in this agreement, it must	included in this agreement, it must		
	first obtain an Order from the	first obtain an Order from the		
Phase out;	Commission approving its process	Commission approving its process	Commission approving its process	
Subloops -	for withdrawing the element,	for withdrawing the element,		
	service or functionality. Obtaining	service or functionality. Obtaining		
(2 of 4	such a Order will not be necessary if	such a Order will not be necessary if		
Options)	Qwest (1) promptly phases-out an	Qwest (1) promptly phases-out an		
	element, service or functionality	element, service or functionality		
	from the agreements of all CLECs	from the agreements of all CLECs	from the agreements of all CLECs	
	in [insert applicable state] within a	in [insert applicable state] within a		
	three-month time period when the	three-month time period when the		
	FCC has ordered that the element,	FCC has ordered that the element,		
	service or functionality does not	service or functionality does not		
	have to be ordered, or (2) follows a	have to be ordered, or (2) follows a		
	phase-out process ordered by the	phase-out process ordered by the		
	FCC.	FCC.	FCC.	
	9.9.1 <u>Qwest shall provide</u>	9.9.1 Intentionally Left Blank		
	Unbundled Customer Controlled	Qwest shall provide Unbundled		
	Rearrangement Element (UCCRE)	Customer Controlled		
	to CLEC in a non-discriminatory	Rearrangement Element (UCCRE)		
	manner according to the terms and	to CLEC in a non-discriminatory		
	conditions of Section 9.9 and	manner according to the terms and		
	subparts of the SGAT, unless Qwest	conditions of Section 9.9 and		
	obtains a phase-out order (pursuant	subparts of the SGAT, unless Qwest		
	to Section 1.7.3) from the	obtains a phase-out order (pursuant		
		to Section 1.7.3) from the	to Section 1.7.3) from the	

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	Commission within four months	Commission within four months
	from the effective date of this	from the effective date of this
	Agreement.	Agreement.
Issue 9-53	PROPOSAL #3:	
	1.7.3 If Qwest desires to phase out	If Qwest desires to phase out or
Section 9.9	or otherwise cease offering on a	otherwise cease offering on a
and subpart;	wholesale basis (without first	wholesale basis (without first
1.7.3 and	individually amending every	individually amending every
subparts	interconnection agreement	interconnection agreement
	containing that term and updating	containing that term and updating
Phase out;	the SGAT) an Interconnection	the SGAT) an Interconnection
Subloops -	service, access to Unbundled	service, access to Unbundled
	Network Elements (UNEs),	Network Elements (UNEs),
(3 of 4	Ancillary Services or	Ancillary Services or
Options)	Telecommunications Services	Telecommunications Services
	available for resale, Qwest must	available for resale, Qwest must
	request and obtain Commission	request and obtain Commission
	approval, after CLEC and other	approval, after CLEC and other
	potentially affected carriers are	potentially affected carriers are
	afforded reasonable notice and	afforded reasonable notice and
	opportunity to be heard in a generic	opportunity to be heard in a generic
	Commission proceeding. For	Commission proceeding. For
	example, if a product is generally	example, if a product is generally
	available per the terms of the SGAT	available per the terms of the SGAT
	and is contained in the ICAs of	and is contained in the ICAs of
	other CLECs (but not CLEC),	other CLECs (but not CLEC),
	before refusing to make that product	before refusing to make that product

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	available to CLEC on the same	available to CLEC on the same
	terms on the basis that Qwest	terms on the basis that Qwest
	intends to cease offering the product	intends to cease offering the product
	(such as due to lack of demand),	(such as due to lack of demand),
	Qwest must either (1) amend the	Qwest must either (1) amend the
	ICAs of those other CLECs and	ICAs of those other CLECs and
	update the SGAT to remove the	update the SGAT to remove the
	product; or (2) obtain Commission	product; or (2) obtain Commission
	approval to cease offering the	approval to cease offering the
	product on a wholesale basis. This	product on a wholesale basis. This
	provision is intended to help	provision is intended to help
	facilitate nondiscrimination by	facilitate nondiscrimination by
	ensuring that Qwest cannot refuse to	ensuring that Qwest cannot refuse to
	offer a product on the same terms to	offer a product on the same terms to
	CLEC while that product is still	CLEC while that product is still
	contained in the ICAs of other	contained in the ICAs of other
	CLECs or in the SGAT.	CLECs or in the SGAT.
	1.7.3.1 If the basis for Qwest's	1.7.3.1 If the basis for Qwest's
	request is that Qwest is no longer	request is that Qwest is no longer
	required to provide the product or	required to provide the product or
	service pursuant to a legally binding	service pursuant to a legally binding
	modification or change of the	modification or change of the
	Existing Rules, in the cases of	Existing Rules, in the cases of
	conflict, the pertinent legal ruling	conflict, the pertinent legal ruling
	and the terms of Section 2.2 of this	and the terms of Section 2.2 of this
	Agreement govern notwithstanding	Agreement govern notwithstanding
	anything in this Section 1.7.3.	anything in this Section 1.7.3.
	1.7.3.2 This Section 1.7.3 is not	1.7.3.2 This Section 1.7.3 is not
	intended to change the scope of any	intended to change the scope of any

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	regulatory agency's authority with	regulatory agency's authority with
	regard to Qwest or CLECs.	regard to Qwest or CLECs.
	1.7.3.3 This Section 1.7.3 relates to	1.7.3.3 This Section 1.7.3 relates to
	the cessation of a product or service	the cessation of a product or service
	offering on a wholesale basis as	offering on a wholesale basis as
	described in Section 1.7.3 (referred	described in Section 1.7.3 (referred
	to as a "phase out" or as "cease	to as a "phase out" or as "cease
	offering"). Nothing in this Section	offering"). Nothing in this Section
	1.7.3 prevents another CLEC and	1.7.3 prevents another CLEC and
	Qwest from mutually agreeing to	Qwest from mutually agreeing to
	remove a product from an	remove a product from an
	individual ICA to which CLEC is	individual ICA to which CLEC is
	<u>not a party.</u>	not a party.
	1.7.3.4 Before Qwest submits a	1.7.3.4 Before Qwest submits a
	request to phase out or cease	request to phase out or cease
	offering a product or service (as	offering a product or service (as
	those terms are used in this Section	those terms are used in this Section
	1.7.3) pursuant to this Section 1.7.3,	1.7.3) pursuant to this Section 1.7.3,
	and while a request pursuant to this	and while a request pursuant to this
	Section 1.7.3 is pending before the	Section 1.7.3 is pending before the
	Commission, Qwest must continue	Commission, Qwest must continue
	to offer the product or service,	to offer the product or service,
	unless the Commission orders	unless the Commission orders
	otherwise.	otherwise.
	1.7.3.4.1 If the Commission orders	1.7.3.4.1 If the Commission orders
	that Qwest need not offer the	that Qwest need not offer the
	product or service while the	product or service while the
	proceeding is pending, the	proceeding is pending, the
	Commission may place such	Commission may place such

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	restrictions on that order as allowed	restrictions on that order as allowed	
	by its rules and authority, including	by its rules and authority, including	
	a condition that if Qwest later offers	a condition that if Qwest later offers	
	the product or service to any CLEC,	the product or service to any CLEC,	
	it must then inform CLECs of the	it must then inform CLECs of the	
	availability of the product or service	availability of the product or service	
	and offer it to other CLECs on the	and offer it to other CLECs on the	
	same terms and conditions. If those	same terms and conditions. If those	
	terms and conditions are in this	terms and conditions are in this	
	Agreement (but were not in effect	Agreement (but were not in effect	
	due to the Commission order that	due to the Commission order that	
	Qwest need not offer the product or	Qwest need not offer the product or	
	service while the proceeding is	service while the proceeding is	
	pending), once Qwest offers those	pending), once Qwest offers those	
	terms to any other CLEC, Qwest	terms to any other CLEC, Qwest	
	must offer those terms to CLEC	must offer those terms to CLEC	
	pursuant to those terms in this	pursuant to those terms in this	
	Agreement without amendment as	Agreement without amendment as	
	well.	well.	
	1.7.3.5 If the Commission approves	1.7.3.5 If the Commission approves	
	the phase out or other cessation of a	the phase out or other cessation of a	
	product or service offering that is	product or service offering that is	
	contained in this Agreement, the	contained in this Agreement, the	
	product or service will no longer be	product or service will no longer be	
	available per the terms of the	available per the terms of the	
	Commission's order without the	Commission's order without the	
	need for an amendment to this	need for an amendment to this	
	Agreement, unless the Commission	Agreement, unless the Commission	
	orders otherwise or the Parties	orders otherwise or the Parties	
	agree to amend this Agreement.	agree to amend this Agreement.	
	Qwest will amend its SGAT	Qwest will amend its SGAT	

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	consistent with the Commission's	consistent with the Commission's	
	ruling, unless the Commission	ruling, unless the Commission	
	orders otherwise.	orders otherwise.	
	9.9.1 Qwest shall provide	9.9.1 Intentionally Left Blank	
	Unbundled Customer Controlled	Qwest shall provide Unbundled	
	Rearrangement Element (UCCRE)	Customer Controlled	
	to CLEC in a non-discriminatory	Rearrangement Element (UCCRE)	
	manner according to the terms and	to CLEC in a non-discriminatory	
	conditions of Section 9.9 and	manner according to the terms and	
	subparts of the SGAT, unless Qwest	conditions of Section 9.9 and	
	obtains an order from the	subparts of the SGAT, unless Qwest	
	Commission that it need not offer	obtains an order from the	
	UCCRE to CLECs, such as an order	Commission that it need not offer	
	pursuant to Section 1.7.3 of this	UCCRE to CLECs, such as an order	
	Agreement.	pursuant to Section 1.7.3 of this	
		Agreement.	
Issue 9-53	PROPOSAL #4:		
Section 9.9	<u>1.7.3 If Qwest desires to phase out</u>	1.7.3 If Qwest desires to phase out	
and subparts	or otherwise cease offering a	or otherwise cease offering a	
(UCCRE);	product, service, element, or	product, service, element, or	
1.7.3 and	functionality on a wholesale basis	functionality on a wholesale basis that it has previously made	
subparts	that it has previously made	available pursuant to Section 251 of	
Dhaga out	available pursuant to Section 251 of	the Act, Qwest must first obtain an	
Phase out;	the Act, Qwest must first obtain an	order from the Commission	
Subloops -	order from the Commission adopting a process for doing so.	adopting a process for doing so.	
	adopting a process for doing so.	adopting a process for doing so.	

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(4 of 4	Once that process in place, Qwest	Once that process in place, Qwest
Options)	may use that process as ordered by	may use that process as ordered by
	the Commission.	the Commission.
	1.7.3.1 Unless and until a process	1.7.3.1 Unless and until a process
	is approved by the Commission as	is approved by the Commission as
	described in Section 1.7.3, Qwest	described in Section 1.7.3, Qwest
	must continue to offer such	must continue to offer such
	products, services, elements, or	products, services, elements, or
	functionalities on a	functionalities on a
	nondiscriminatory basis, such that	nondiscriminatory basis, such that
	Qwest may not refuse to make an	Qwest may not refuse to make an
	offering available to CLEC on the	offering available to CLEC on the
	same terms as it is available to other	same terms as it is available to other
	CLECs through their ICAs or the	CLECs through their ICAs or the
	SGAT on the grounds that Qwest,	SGAT on the grounds that Qwest,
	although it has not yet amended	although it has not yet amended
	those agreements, indicates that it	those agreements, indicates that it
	intends to cease offering that	intends to cease offering that
	product (such as due to lack of	product (such as due to lack of
	demand). If the Commission does	demand). If the Commission does
	not adopt a process as described in	not adopt a process as described in
	Section 1.7.3 or Qwest chooses not	Section 1.7.3 or Qwest chooses not
	to use that process, Qwest may	to use that process, Qwest may
	cease a wholesale offering by	cease a wholesale offering by
	promptly amending all ICAs	promptly amending all ICAs
	containing that offering to remove	containing that offering to remove
	<u>it.</u>	it.
	Owagt shall provide Unburdled	Intentionally, Left Diards Occurat
	Qwest shall provide Unbundled	Intentionally Left Blank Qwest shall provide Unbundled Customer
	Customer Controlled	
	Rearrangement Element (UCCRE)	Controlled Rearrangement Element

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	in a non-discriminatory manner	(UCCRE) in a non-discriminatory
	according to the following terms	manner according to the following
	and conditions.	terms and conditions.
	9.9.1 Description	9.9.1 Description
	9.9.1.1 Unbundled Customer	9.9.1.1 Unbundled Customer
	Controlled Rearrangement Element	Controlled Rearrangement Element
	(UCCRE) provides the means by	(UCCRE) provides the means by
	which CLEC controls the	which CLEC controls the
	configuration of Unbundled	configuration of Unbundled
	Network Elements (UNEs) or	Network Elements (UNEs) or
	ancillary services on a near real	ancillary services on a near real
	time basis through a digital cross	time basis through a digital cross
	connect device. UCCRE utilizes	connect device. UCCRE utilizes
	the Digital Cross-Connect System	the Digital Cross-Connect System
	(DCS). UCCRE is available in	(DCS). UCCRE is available in
	Qwest Wire Centers that contain a	Qwest Wire Centers that contain a
	DCS and such DCS is UCCRE	DCS and such DCS is UCCRE
	<u>compatible.</u>	compatible.
	9.9.2 Terms and Conditions	9.9.2 Terms and Conditions
	9.9.2.1 DCS ports are DS1, DS3	9.9.2.1 DCS ports are DS1, DS3
	and Virtual Ports (Virtual Ports are	and Virtual Ports (Virtual Ports are
	for connecting one end user to	for connecting one end user to
	another). The DCS Port is	another). The DCS Port is
	connected to the Demarcation Point	connected to the Demarcation Point
	using tie cables via the appropriate	using tie cables via the appropriate
	DSX cross connect panel. The	DSX cross connect panel. The
	DSX panel serves both as a	DSX panel serves both as a
	"Design-To" point and a network	"Design-To" point and a network
	interface at the DCS. CLEC is	interface at the DCS. CLEC is
	responsible for designing to the	responsible for designing to the
	"Design-To" point. CLEC may	"Design-To" point. CLEC may
	connect the UCCRE ports to its	connect the UCCRE ports to its

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	elements or CLEC designated	elements or CLEC designated
	equipment. If CLEC desires DS0	equipment. If CLEC desires DS0
	Port functionality, CLEC will order	Port functionality, CLEC will order
	a DS1 UCCRE Port and provide its	a DS1 UCCRE Port and provide its
	own multiplexer (or DS1 UDIT	own multiplexer (or DS1 UDIT
	multiplexers) and connect them	multiplexers) and connect them
	together. This combination will	together. This combination will
	form the equivalent of 24 DS0-level	form the equivalent of 24 DS0-level
	ports.	ports.
	9.9.2.2 The reconfiguration of the	9.9.2.2 The reconfiguration of the
	service is accomplished at the DS0	service is accomplished at the DS0
	signal level. Reconfiguration of	signal level. Reconfiguration of
	these services can be accomplished	these services can be accomplished
	through two methods: Dial Up or	through two methods: Dial Up or
	Attendant Access.	Attendant Access.
	9.9.2.2.1 Dial Up Access. Qwest	9.9.2.2.1 Dial Up Access. Qwest
	will provide access to mutually	will provide access to mutually
	agreed upon UCCRE points in	agreed upon UCCRE points in
	those offices where UCCRE is	those offices where UCCRE is
	available. Qwest will provide and	available. Qwest will provide and
	engineer this service in the same	engineer this service in the same
	manner that it is currently provided	manner that it is currently provided
	to Qwest's End User Customers.	to Qwest's End User Customers.
	9.9.2.2.2 Attendant Access. When	9.9.2.2.2 Attendant Access. When
	CLEC requests Qwest to make	CLEC requests Qwest to make
	changes on its behalf, an attendant	changes on its behalf, an attendant
	access charge will apply per	access charge will apply per
	transaction.	transaction.
	9.9.3 Rate Elements	9.9.3 Rate Elements
	9.9.3.1 Recurring rate elements	9.9.3.1 Recurring rate elements
	include:	include:
	<u>9.9.3.1.1 DS1 Port;</u>	9.9.3.1.1 DS1 Port;

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	<u>9.9.3.1.2 DS3 Port;</u>	9.9.3.1.2 DS3 Port;	
	9.9.3.1.3 Dial Up Access; and	9.9.3.1.3 Dial Up Access; and	
	9.9.3.1.4 Attendant Access.	9.9.3.1.4 Attendant Access.	
	9.9.3.2 Nonrecurring rate elements	9.9.3.2 Nonrecurring rate elements	
	include:	include:	
	<u>9.9.3.2.1 DS1 Port;</u>	9.9.3.2.1 DS1 Port;	
	9.9.3.2.2 DS3 Port; and	9.9.3.2.2 DS3 Port; and	
	9.9.3.2.3 Virtual Ports.	9.9.3.2.3 Virtual Ports.	
	9.9.4 Ordering Process	9.9.4 Ordering Process	
	9.9.4.1 Ordering processes and	9.9.4.1 Ordering processes and	
	installation intervals are specified in	installation intervals are specified in	
	Exhibit C of this Agreement and are	Exhibit C of this Agreement and are	
	the same as specified in the UNEs -	the same as specified in the UNEs -	
	UDIT Section. UCCRE is ordered	UDIT Section. UCCRE is ordered	
	via the ASR process.	via the ASR process.	
	9.9.4.2 UCCRE is ordered with the	9.9.4.2 UCCRE is ordered with the	
	Basic Installation option. Qwest	Basic Installation option. Qwest	
	will begin the work activity on the	will begin the work activity on the	
	negotiated Due Date and notify	negotiated Due Date and notify	
	CLEC when the work activity is	CLEC when the work activity is	
	complete. Test results performed	complete. Test results performed	
	by Qwest are not provided to	by Qwest are not provided to	
	<u>CLEC.</u>	CLEC.	
Issue 9-51	PROPOSAL #1	SAME FOR BOTH	
	9.7.5.2.1a)UDF-IOF Termination	PROPOSALS:	
Section	(Fixed) Rate Element. This rate	9.7.5.2.1a)UDF-IOF Termination	
9.7.5.2.1.a	element is a recurring rate element	(Fixed) Rate Element. This rate	
	and provides a termination at the	element is a recurring rate element	
Application	interoffice FDP within the Qwest	and provides a termination at the	

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of UDF-IOF	Wire Center. Two UDF-IOF	i	interoffice FDP within the Qwest	
termination	terminations apply <u>(one for each of</u>		Wire Center. Two UDF-IOF	
(fixed) rate	the two end points in the	t	terminations apply (one for each of	
element	termination path) per paireross	4	the two end points in the	
	connect provided on the facility.		termination path) per-pair cross	
	Termination charges apply for each		connect provided on the facility.	
	intermediate office terminating at		Termination charges apply for each	
	an FDP or like cross-connect point.		intermediate office terminating at	
		6	an FDP or like cross-connect point.	
	PROPOSAL #2			
	9.7.5.2.1a)UDF-IOF Termination			
	(Fixed) Rate Element. This rate			
	element is a recurring rate element			
	and provides a termination at the			
	interoffice FDP within the Qwest			
	Wire Center. Two UDF-IOF			
	terminations apply per <u>paircross</u>			
	connect provided on the facility.			
	Termination charges apply for each			
	intermediate office terminating at			
	an FDP or like cross-connect point.			
Issue 9-52				
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Issue 9-53				
Section 9.9				
and subparts				
See Issue 9-				
50 (above)				
DIFFER-				

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ENT UNE		
COMBINA-		
TIONS		
Issue 9-54	9.23.2 UNE Combinations	9.23.2 UNE Combinations
	Description and General Terms	Description and General Terms
Sections		
9.23.2	9.23.2 UNE Combinations are	9.23.2 UNE Combinations are
	available in, but not limited to, the	available in, but not limited to, the
UNE	following products: EELs (subject	following products: EELs (subject
Combination	to the limitations set forth below)	to the limitations set forth below)
Availability	and Loop Mux Combinations. If	and Loop Mux Combinations. If
	CLEC desires access to a different	CLEC desires access to a different
(1 of 2	UNE Combination, CLEC may	UNE Combination, CLEC may
issues; For	request access through the Special	request access through the Special
2 nd issue	Request Process set forth in this	Request Process set forth in this
(Loop-Mux	Agreement. Qwest will provision	Agreement. Qwest will provision
Combinations)	UNE combinations pursuant to the	UNE combinations pursuant to the
See Section	terms of this Agreement without	terms of this Agreement without
9.23.9)	requiring an amendment to this	requiring an amendment to this
	Agreement, provided that all UNEs	Agreement, provided that all UNEs
	making up the UNE Combination	making up the UNE Combination
	are contained in this Agreement. If	are contained in this Agreement. If
	Qwest develops additional UNE	Qwest develops additional UNE
	Combination products, CLEC can	Combination products, CLEC can
	order such products without using	order such products without using
	the Special Request Process, but	the Special Request Process, but
	CLEC may need to submit a	CLEC may need to submit a
	questionnaire pursuant to Section	questionnaire pursuant to Section
	3.2.2.	3.2.2.
Issue 9-54 (a)		

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Intentionally			
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LOOP –			
TRANS-			
PORT			
COMBINA-			
TIONS			
Issue 9-55	9.23.4 <u>Loop-Transport</u>	9.23.4 Loop-Transport	
	<u>Combinations:</u> Enhanced	Combinations: Enhanced	
Sections	Extended Links (EELs),	Extended Links (EELs),	
9.23.4,	Commingled EELs, and High	Commingled EELs, and High	
9.23.4.4;	Capacity EELs	Capacity EELs	
9.23.4.4.1;			
9.23.4.5;	PROPOSAL #1:	When a UNE circuit is commingled	
9.23.4.6;	Loop-Transport Combination – For	with a non-UNE circuit, the rates,	
9.23.4.5.4	purposes of this Agreement, "Loop-	terms and conditions of the ICA	
See subparts	Transport Combination" is a Loop	will apply to the UNE circuit	
to Issue 9-58	in combination, or Commingled,	(including the Commission	
for related	with a Dedicated Transport facility	jurisdiction) and the non-UNE	
issues in	or service (with or without	circuit will be governed by the	
9.23.4.5.1	multiplexing capabilities), together	rates, terms and conditions of the	
~	with any facilities, equipment, or	appropriate Tariff.	
Combinations	functions necessary to combine		
of Loops and	those facilities. At least as of the		
Transport –	Effective Date of this Agreement		
т	"Loop-Transport Combination" is		
Terms	not the name of a particular Qwest		
	product. "Loop-Transport		
	Combination" includes Enhanced		
	Extended Links ("EELs"),		
	Commingled EELs, and High		

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	Capacity EELs. If no component of	
	the Loop-transport Combination is a	
	UNE, however, the Loop-Transport	
	Combination is not addressed in	
	this Agreement. The UNE	
	components of any Loop-Transport	
	Combinations are governed by this	
	Agreement and the other	
	component(s) of any Loop-	
	Transport Combinations are	
	governed by the terms of an	
	alternative service arrangement, as	
	further described in Section	
	<u>24.1.2.1.</u>	Commingled EEL – If CLEC
	DDODOGAL //2	obtains at UNE pricing part (but not
	PROPOSAL #2:	all) of a <u>Ll</u> oop- <u>T</u> transport
	Lean Transport Combination For	Combination, the arrangement is a
	<u>Loop-Transport Combination – For</u> purposes of this Agreement, "Loop-	Commingled EEL. (Regarding Commingling, see Section 24.)
	Transport Combination" is a Loop	Commigning, see Section 24.)
	in combination, or Commingled,	High Capacity EEL – "High
	with a Dedicated Transport facility	Capacity EEL" is a Lloop-
	or service (with or without	T transport Combination (either
	multiplexing capabilities), together	EEL or Commingled EEL) when
	with any facilities, equipment, or	the Loop or transport is of DS1 or
	functions necessary to combine	DS3 capacity. High Capacity EELs
	those facilities. At least as of the	may also be referred to as "DS1
	Effective Date of this Agreement	EEL" or "DS3 EEL," depending on
	"Loop-Transport Combination" is	capacity level.
	not the name of a particular Qwest	
	product. "Loop-Transport	9.23.4.4 Additional Terms for
	Combination" includes Enhanced	EELsUNE Components of Loop

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	Extended Links ("EELs"),	Transport Combinations
	Commingled EELs, and High	
	Capacity EELs. If no component of	9.23.4.4.1 EELs and Commingled
	the Loop-transport Combination is a	EELs may consist of loops and
	UNE, however, the Loop-Transport	interoffice transport of the same
	Combination is not addressed in this	bandwidth (Point-to-Point). When
	Agreement. The UNE	multiplexing is requested, EELs and
	component(s) of any Commingled	Commingled EELs may consist of
	arrangement is governed by the	loops and interoffice transport of
	applicable terms of this Agreement.	different bandwidths (Multiplexed).
	The other component(s) of any	CLEC may also order combinations
	Commingled arrangement is	of interoffice transport,
	governed by the terms of the	concentration capability and DS0
	alternative service arrangement	loops.
	pursuant to which that component is	
	offered (e.g., Qwest's applicable	9.23.4.5 Ordering Process for
	Tariffs, price lists, catalogs, or	EELsUNE Components of Loop-
	commercial agreements).	Transport Combinations
	Commingled EEL – If CLEC	
	obtains at UNE pricing part (but not	9.23.4.5.4 Qwest may require
	all) of a <u>L</u> loop- <u>Tt</u> ransport	two (2) service requests when
	Combination, the arrangement is a	CLEC orders Multiplexed
	Commingled EEL. (Regarding	EELsLoop Transport Combinations
	Commingling, see Section 24.)	(which are not Point-to-Point) and
	High Conseits EEL WHigh	EEL loops (as part of a multiplexed
	High Capacity EEL – "High	EEL). Regarding Commingling see Section 24.
	Capacity EEL" is a <u>L</u> oop-	Section 24.
	<u>T</u> transport Combination (either	9 23 4 C. Data Elementa for DEL a
	EEL or Commingled EEL) when the Leap or transport is of DS1 or	9.23.4.6 Rate Elements for <u>EELs</u>
	the Loop or transport is of DS1 or	UNE Components of Loop- Transport Combinations
	DS3 capacity. High Capacity EELs	Transport Combinations
	may also be referred to as "DS1	

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	EEL" or "DS3 EEL," depending on		
	capacity level.		
	9.23.4.4 Additional Terms for		
	EELSUNE Components of Loop		
	Transport Combinations		
	9.23.4.4.1 EELs and Commingled		
	EELs may consist of loops and		
	interoffice transport of the same		
	bandwidth (Point-to-Point). When		
	multiplexing is requested, EELs and		
	Commingled EELs may consist of		
	loops and interoffice transport of		
	different bandwidths (Multiplexed).		
	CLEC may also order combinations		
	of interoffice transport,		
	concentration capability and DS0		
	loops.		
	9.23.4.5 Ordering Process for		
	EELs UNE Components of Loop		
	Transport Combinations		
	Transport Combinations		
	9.23.4.5.4 Qwest may require		
	two (2) service requests when		
	CLEC orders Multiplexed <u>EELs</u>		
	Loop Transport Combinations		
	(which are not Point-to-Point) and		
	EEL loops (as part of a multiplexed		
	EEL). Regarding Commingling see		
	Section 24.		
	50001011 Z 1.		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	9.23.4.6 Rate Elements for EELs <u>UNE Components of Loop</u> <u>Transport Combinations</u>		
SERVICE ELIGIBI- LITY CRITERIA - AUDITS			
Issue 9-56 Sections 9.23.4.3.1.1; <i>See</i> subpart to Issue 9-56 (a) for related issues in 9.23.4.3.1.1.1	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2 -, when Qwest has a	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2, when Qwest has a	
.1 Service Eligibility Criteria – Audits - Concern	<u>concern that CLEC has not met the</u> <u>Service Eligibility Criteria.</u>	concern that CLEC has not met the Service Eligibility Criteria.	
Issue 9-56 (a) Section 9.23.4.3.1.1.1	9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility	9.23.4.3.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility	

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.1	Criteria. Upon request, Qwest	Criteria. Upon request, Qwest	
	shall provide to CLEC a list of	shall provide to CLEC a list of	
Service	circuits that Qwest has identified as	circuits that Owest has identified	IS
Eligibility	of that date, if any, for which Qwest	of that date, if any, for which Qw	est
Criteria –	alleges non-compliance or which	alleges non-compliance or which	
Audits -	otherwise supports Qwest's	otherwise supports Qwest's	
Notice	concern.	concern.	
Sections			
9.23.4.4 &			
9.23.4.4.1 -			
See Issue 9-			
55 (Sections			
9.23.4,			
9.23.4.5.1)			
above			
Section			
9.23.9.4.3 -			
See Issue 1-1			
(Section			
1.7.2) <i>above</i>			
& Issue 9-61			
(Section			
9.23.9) below			
Issue 9-57			
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MMINGLED EELS/			
ARRANGE-			
MENTS			

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Issue 9-58 (a)	9.23.4.5.4 One (1) LSR is required	9.23.4.5.4 One (1) LSR is required	
	when CLEC orders Point-to-Point	when CLEC orders Point-to-Point	
Sections	EELs. and Point-to-Point	EELs <u>. and Point-to-Point</u>	
9.23.4.5.4	Commingled EELs. For such	Commingled EELs. For such	
	Point-to-Point Loop-Transport	Point-to-Point Loop-Transport	
Ordering,	Combinations, Qwest will assign a	Combinations, Qwest will assign a	
Billing, and	single circuit identification (ID)	single circuit identification (ID)	
Circuit ID for	number for such combination.	number for such combination.	
Commingled	Qwest may require two (2) service	Qwest may require two (2) service	
Arrangements	requests when CLEC orders	requests when CLEC orders	
	Multiplexed EELs Loop-Transport	Multiplexed <u>EELsLoop-Transport</u>	
CIRCUIT	Combinations (which are not Point-	Combinations (which are not	
ID	to-Point) and EEL loops (as part of	Point-to-Point) and EEL loops (as	
	a multiplexed EEL). Regarding	part of a multiplexed EEL).	
[2 of 2 issues	Commingling see Section 24.	Regarding Commingling see	
in Section		Section 24.	
9.23.4.5.4;	NOTE: For Eschelon's alternative		
For 1 st issue	proposal (if single circuit ID is		
(terminology)	rejected), see Section 9.23.4.7 in		
, see (Issue 9-	subpart below.		
55 (Section			
9.23.4.4.1)			
above]	0.22.4 ((East and Deint to Deint		
Issue 9-58 (b)	9.23.4.6.6 For each Point-to-Point	9.23.4.6.6 For Commingling see	
Q +	Loop-Transport Combination (see	Section 24.	
Sections	Section 9.23.4.5.4), all chargeable rate elements for such combination		
9.23.4.6.6 (and	will appear on the same Billing		
	Account Number (BAN).		
subparts),	Account Number (BAN).		
Ordering,	NOTE : For Eschelon's alternative		
Billing, and	proposal (if single BAN is rejected),		
Dinnig, and	proposal (il single DAIV is rejected),		

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Circuit ID for	see Section 9.23.4.6.6 below.	
Commingled		
Arrangements		
-		
BILLING		
Issue 9-58 (c)	Eschelon's proposed alternate	SAME FOR BOTH
	language (if Qwest's position on	PROPOSALS:
Sections	9.23.4.6.6 is accepted in	
9.23.4.6.6	arbitration)	9.23.4.6.6 For Commingling, see
(and		Section 24.
subparts)	9.23.4.6.6 For each Point-to-Point	
	Commingled EEL (see Section	9.23.4.6.6 For each Point-to-Point
Ordering,	9.23.4.5.4), so long as Qwest does	Commingled EEL (see Section
Billing, and	not provide all chargeable rate	9.23.4.5.4), so long as Qwest does
Circuit ID for	elements for such EEL on the same	not provide all chargeable rate
Commingled	Billing Account Number (BAN),	elements for such EEL on the same
Arrangements	Qwest will identify and relate the	Billing Account Number (BAN),
-	components of the Commingled	Qwest will identify and relate the
BILLING	EEL on the bills and the Customer	components of the Commingled
	Service Records. Unless the Parties	EEL on the bills and the Customer
(Alternate	agree in writing upon a different	Service Records. Unless the Parties
proposal to	method(s), Qwest will relate the	agree in writing upon a different
9.23.4.6.6 in	components of the Commingled	method(s), Qwest will relate the
Issue 9-	EEL by taking at least the following	components of the Commingled
58(b))	steps:	EEL by taking at least the following
		steps:
	9.23.4.6.6.1 Qwest will provide, on	
	each Connectivity Bill each month,	9.23.4.6.6.1 Qwest will provide, on
	the circuit identification ("circuit	each Connectivity Bill each month,
	ID") for the non-UNE component	the circuit identification ("circuit
	of the Commingled EEL in the sub-	ID") for the non-UNE component
	account for the related UNE	of the Commingled EEL in the sub-

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	component of that Commingled	account for the related UNE
	EEL;	component of that Commingled
		EEL;
	9.23.4.6.6.2 Qwest will assign a	
	separate account type to	9.23.4.6.6.2 Qwest will assign a
	Commingled EELs so that	separate account type to
	Commingled EELs appear on an	Commingled EELs so that
	account separate from other	Commingled EELs appear on an
	services (such as special	account separate from other
	access/private line);	services (such as special
		access/private line);
	9.23.4.6.6.3 Each month, Qwest	
	will provide the summary BAN and	9.23.4.6.6.3 Each month, Qwest
	sub-account number for the UNE	will provide the summary BAN and
	component of the Commingled EEL	sub-account number for the UNE
	in a field (e.g., the Reference	component of the Commingled EEL
	Billing Account Number, or RBAN,	in a field (e.g., the Reference
	field) of the bill for the non-UNE	Billing Account Number, or RBAN,
	component; and	field) of the bill for the non-UNE
		component; and
	9.23.4.6.6.4 For each Commingled	
	EEL, Qwest will provide on all	9.23.4.6.6.4 For each Commingled
	associated Customer Service	EEL, Qwest will provide on all
	Records the circuit ID for the UNE	associated Customer Service
	component; the RBAN for the non-	Records the circuit ID for the UNE
	UNE component; and the circuit ID	component; the RBAN for the non-
	for the non-UNE component.	UNE component; and the circuit ID
		for the non-UNE component.
Issue 9-58 (d)	9.1.1.1.1 Commingled EELs are	9.1.1.1.1 Commingled EELs are
	addressed in Section 9.23. For any	addressed in Section 9.23. For any
Section	other Commingled arrangement, the	other Commingled arrangement, the

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9.1.1.1.1 &	following terms apply, in addition	following terms apply, in addition	
9.1.1.1.1.2	to the general terms described in	to the general terms described in	
	Section 24:	Section 24:	
Ordering,			
Billing, and	9.1.1.1.1.2 When a UNE or UNE	9.1.1.1.2 When a UNE or UNE	
Circuit ID for	Combination is connected or	Combination is connected or	
Commingled	attached with a non-UNE wholesale	attached with a non-UNE wholesale	
Arrange-	service, unless it is not Technically	service, unless it is not Technically	
ments	Feasible or the Parties agree	Feasible or the Parties agree	
	otherwise, CLEC may order the	otherwise, CLEC may order the	
OTHER	arrangement on a single service	arrangement on a single service	
ARRANGE-	request; if a circuit ID is required,	request; if a circuit ID is required,	
MENTS	there will be a single circuit ID; and	there will be a single circuit ID; and	
	all chargeable rate elements for the	all chargeable rate elements for the	
	Commingled service will appear on	Commingled service will appear on	
	the same BAN. If ordering on a	the same BAN. If ordering on a	
	single service request, using a	single service request, using a	
	single identifier, and including all	single identifier, and including all	
	chargeable rate elements on the	chargeable rate elements on the	
	same BAN is not Technically	same BAN is not Technically	
	Feasible, Qwest will identify and	Feasible, Qwest will identify and	
	relate the elements of the	relate the elements of the	
	arrangement on the bill and include	arrangement on the bill and include	
	in the Customer Service Record for	in the Customer Service Record for	
	each component a cross reference to	each component a cross reference to	
	the other component, with its billing	the other component, with its billing	
	number, unless the Parties agree	number, unless the Parties agree	
	otherwise.	otherwise.	
Issue 9-58(e)	9.23.4.4.3.1 When any component	9.23.4.4.3.1 When any component	
	of the Loop-Transport Combination	of the Loop-Transport Combination	

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Sections	is not a UNE, the service interval	is not a UNE, the service interval
9.23.4.4.3.1	for the combination will be the	for the combination will be the
& 24.3.2;	longer interval of the two facilities	longer interval of the two facilities
9.1.1.1.1 &	being Commingled. See Section	being Commingled. See Section
9.1.1.1.1.1	<u>24.1.2.1.</u>	24.1.2.1.
Interval for	24.3.2 See Section 9.23.4.4.3.1	24.3.2 The service interval for
Commingled	regarding intervals for Commingled	Commingled EELs will be as
Arrangements	EELs.	follows. For the UNE component
		of the EEL see Exhibit C. For the
		tariffed component of the EEL see
		the applicable Tariff.
	9.1.1.1.1 Commingled EELs are	9.1.1.1.1 Commingled EELs are
	addressed in Section 9.23. For any	addressed in Section 9.23. For any
	other Commingled arrangement, the	other Commingled arrangement, the
	following terms apply, in addition	following terms apply, in addition
	to the general terms described in	to the general terms described in
	Section 24:	Section 24:
	<u>9.1.1.1.1.1</u> When a UNE and another service are Commingled,	9.1.1.1.1.1 When a UNE and another service are Commingled.
		the service interval for the
	the service interval for the	
	Commingled arrangement will be	Commingled arrangement will be the longer interval of the two
	the longer interval of the two facilities being Commingled.	facilities being Commingled.
	Tachnies being Commingled.	identites being Commingied.

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Section			
9.23.4.5.6 -			
See Issue 12-			
67 (Section			
12.2.1.2)			
below			
Section			
9.23.4.6.6 -			
See Issue 9-			
58 (Section			
9.23.4.5.1.1)			
above			
Issue 9-59	Eschelon proposed alternate		
(alternate)	<mark>language (if Qwest's position on</mark>		
	9.23.4.5.4 is accepted in		
Sections	arbitration)		
9.23.4.7 and			
subparts	9.23.4.7 Maintenance and Repair	9.23.4.7 Maintenance and Repair	
	for UNE Component of <u>Point-to-</u>	for UNE Component of Point-to-	
Ordering,	Point Commingled EELs	Point Commingled EELs	
Billing, and			
Circuit ID for	9.23.4.7.1 When CLEC reports a	9.23.4.7.1 When CLEC reports a	
Commingled	trouble through any of the means	trouble through any of the means	
Arrangements	described in Section 12.4.2.2, <u>so</u> long as Qwest provides more than	described in Section 12.4.2.2, so	
—	one circuit ID per Commingled	long as Qwest provides more than one circuit ID per Commingled	
CIRCUIT	<u>EEL, CLEC may provide all both</u>	EEL, CLEC may provide all <u>both</u>	
ID/	circuit IDs associated with the	circuit IDs associated with the	
ALTER-	Commingled EEL in a single	Commingled EEL in a single	
NATE	trouble report <u>(<i>i.e.</i></u> , <u>Qwest shall not</u>	trouble report (<i>i.e.</i> , Qwest shall not	
	require CLEC to submit separate	require CLEC to submit separate	
	require office to submit separate	require ende to submit separate	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	L L
Section# ²	LANGUAGE ³	LANGUAGE	
(Alternate	and/or consecutive trouble reports	and/or consecutive trouble reports	
proposal to	for the different circuit IDs	for the different circuit IDs	
9.23.4.5.4 in	associated with the single	associated with the single	
Issue 9-	Commingled EEL). If CLEC is	Commingled EEL). If CLEC is	
58(a))	using CEMR to submit the trouble	using CEMR to submit the trouble	
	report, for example, the CLEC may	report, for example, <u>the</u> CLEC may	
	will first report one circuit ID (the	will <u>first</u> report one circuit ID <u>(the</u>	
	circuit it believes has the trouble)	<u>circuit it believes has the trouble</u>)	
	and include the other circuit ID in	and include the other circuit ID in	
	the remarks section <u>(unless the</u>	the remarks section (unless the	
	Parties agree to a different method).	Parties agree to a different method).	
	Qwest will communicate a single	Qwest will communicate a single	
	trouble report tracking number (i.e.,	trouble report tracking number (i.e.,	
	the "ticket" number) (described in	the "ticket" number) (described in	
	Section 12.1.3.3.1.1) for the	Section 12.1.3.3.1.1) for the	
	Commingled EEL to CLEC at the	Commingled EEL to CLEC at the	
	time the trouble is reported. Should	time the trouble is reported. Should	
	a second repair ticket be required	a second repair ticket be required	
	for the circuit in the remarks	for the circuit in the remarks	
	section, Qwest will contact CLEC,	section, Qwest will contact CLEC,	
	and they will mutually agree who	and they will mutually agree who	
	will open the second repair ticket.	will open the second repair ticket.	
	9.23.4.7.1.1 If any circuit ID is	9.23.4.7.1.1 Intentionally Left	
	missing from any Customer Service	Blank	
	Record associated with the		
	Commingled EEL, Qwest will		
	provide the circuit ID information		
	to CLEC at the time CLEC submits		
	the trouble report.		

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
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	9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as "No <u>Trouble Found" charge</u>) only if Qwest dispatches and no trouble is found on <u>both either</u> circuit <u>s</u> associated with the Commingled EEL. <u>If CLEC may charge Qwest</u> <u>pursuant to Section 12.4.1.8, CLEC</u> may also charge only a single charge for both circuits associated with the Commingled EEL.	9.23.4.7.1.2 Qwest may charge single Maintenance of Service of Trouble Isolation Charge (sometimes referred to as "No Trouble Found" charge) only if Qwest dispatches and no trouble found on both-either circuits associated with the Commingle EEL. If CLEC may charge Qw pursuant to Section 12.4.1.8, CI may also charge only a single charge for both circuits associat with the Commingled EEL.	r is I st EC
Issue 9-60 Intentionally			
Left Blank			
Section			
9.23.6.2 -			
See Issue 9-			
61 (Section 9.23.9) <i>below</i>			
9.23.9) <i>below</i>			
PLEXING			
(LOOP-			
MUX			
COMBINA-			
TIONS)			
Issue 9-61	Eschelon's proposed placement =	Qwest's proposed placement =	
	Place Loop-Mux Combinations in	Place Loop-Mux Combination	s in

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Sections	Section 9 (UNEs).	Section 24 (Commingling).
9.23.9 and		
sub-parts;	9.23.9 and subparts – all (see next	24.4.1 and subparts – all (see next
24.4 and sub-	row)	row)
parts;		
9.23.2 ((2 of	9.23.2 UNE Combinations	9.23.2 UNE Combinations
2 issues; For	Description and General Terms	Description and General Terms
1 st issue, see	UNE Combinations are available in,	UNE Combinations are available in,
Section	but not limited to, the following	but not limited to, the following
9.23.2);	products: EELs (subject to the	products: EELs (subject to the
9.23.4.4.3;	limitations set forth below) and	limitations set forth below) and
9.23.6.2	Loop Mux Combinations. and. If	Loop Mux Combinations. If CLEC
	CLEC desires access to a different	desires access to a different UNE
Loop-Mux	UNE Combination, CLEC may	Combination, CLEC may request
Combination	request access through the Special	access through the Special Request
(LMC) –	Request Process set forth in this	Process set forth in this Agreement.
	Agreement	
Placement		
Issue 9-61 (a)	Eschelon proposed modifications	NOTE : See Eschelon Proposed
	(9.23.9 and subparts):	language for cross-references to
Sections	9.23.9.1.1 [24.4.1.1] Loop-Mux	Section 24. Section 24.4.1 contains
9.23.9 and	combination (LMC) is an	Qwest's corresponding language
sub-parts;	unbundled Loop as defined in	(without Eschelon's proposed
24.4 and sub-	Section 9.2 of this Agreement	modifications). The black text in
parts;	(referred to in this Section as an	Sections 9.23.9 and 24.4.1 is the
9.23.2 ((2 of	LMC Loop) Commingled combined	same and is agreed upon subject to
2 issues; For	with a private line (PLT), or with a	placement. The parties disagree as
1 st issue, see	special access (SA), Tariffed DS1	to the highlighted <u>(red)</u> language.
Section	or DS3 multiplexed facility with no	The <u>red</u> modifications in the
9.23.2);	interoffice transport. The PLT/SA	Eschelon language column are
9.23.4.4.3;	multiplexed facility is provided as	proposed by Eschelon, and Qwest

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
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9.23.6.2	either an Interconnection Tie Pair	disagrees. The parties also disagree	
	(ITP) or Expanded Interconnection	as to placement (see previous	
Loop-Mux	Termination (EICT) from the high	issue).	
Combination	side of the multiplexer to CLEC's		
(LMC) –	Collocation. The multiplexer and		
	the Collocation must be located in		
LMC Loop	the same Qwest Wire Center.		
versus LMC			
	9.23.9.1.2 [24.4.1.2] LMC		
	provides CLEC with the ability to		
	access End User Customers and		
	aggregate DS1 or DS0 unbundled		
	Loops to a higher bandwidth via a		
	PLT/SA-DS1 or DS3 multiplexer.		
	There is no interoffice transport		
	between the multiplexer and		
	CLEC's Collocation.		
	9.23.9.1.3 [24.4.1.3] Qwest		
	offers the LMC Loop as a Billing		
	conversion or as new Provisioning.		
	9.23.9.2.1 [24.4.2.1] An UNE		
	Extended Enhanced Loop (EEL)		
	may be <u>combined</u> commingled with		
	the PLT/SA multiplexed facility.		
	9.23.9.2.2 [24.4.2.2] LMC		
	Loops will be provisioned where		
	existing facilities are available or		
	pursuant to the provisions of		
	Section 9.1.2.1 of the Agreement.		
	Section 9.1.2.1 of the Agreement.		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	9.23.9.2.3 [24.4.2.3] The PLT/SA- DS1 or DS3 multiplexed facility must terminate in a Collocation.		
	9.23.9.2.4 [[24.4.2.4] <u>Intentionally</u> <u>Left Blank</u> The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.		
	9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC-Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC-Loop.		
	9.23.9.3.2 [24.4.3.2] LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply. [24.4.3.2] LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	non-recurring charges will apply.		
	9.23.9.3.2.1 3/1 multiplexing rates		
	are contained in Exhibit A of this		
	Agreement, and include the		
	following:		
	a) Recurring Multiplexing Charge.		
	The DS3 Central Office Multiplexer		
	provides de-multiplexing of one		
	DS3 44.736 Mbps to 28 1.544		
	Mbps channels.		
	b) Non-recurring Multiplexing		
	Charge. One-time charges apply		
	for a specific work activity		
	associated with installation of the		
	multiplexing service.		
	9.23.9.3.2.2 1/0 multiplexing rates		
	are contained in Exhibit A of this		
	Agreement, and include the		
	following charges:		
	<u>a) Recurring Multiplexing Charge.</u> The DS0 Central Office multiplexer		
	provides de-multiplexing of one		
	DS1 1.544 Mbps to 24 64 Kbps		
	channels.		
	b) Non-recurring Multiplexing		
	<u>Charge. One-time charges apply</u>		
	for a specific work activity		
	associated with installation of the		
	multiplexing service, including low		
	side channelization of all 28		
	side chalinenzation of all 20		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section#	<u>channels.</u>		
	9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC Loop are set forth in Exhibit A.		
	9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC-Loop, or on some private line/special access circuits, when coupled with a conversion-as- specified request to convert to LMC Loop.		
	 9.23.9.4.1 [24.4.4.1] Ordering processes for LMC Loop (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process: 9.23.9.4.1.1 [24.4.4.1] Step 1: Complete product questionnaire for LMC_Loop(s) with account team representative. 		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
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	9.23.9.4.1.4 [24.4.4.1] Step 4: After account team notification,		
	place LMC-Loop orders via an		
	LSR.		
	LSK.		
	9.23.9.4.3 [24.4.4.3] [Second		
	Sentence – See Issue 1-1(e) for		
	first sentence] For UNE		
	Combinations with appropriate		
	retail analogues, the Provisioning		
	interval will be no longer than the		
	interval for the equivalent retail		
	service. CLEC and Qwest can		
	separately agree to Due Dates other		
	than the interval.		
	9.23.9.4.4 [24.4.4.4] Due date		
	intervals are established when		
	Qwest receives a complete and		
	accurate LSR made through the		
	IMA, EDI or Exact interfaces or		
	through facsimile. For LMC		
	Loops , the date the LSR is received is considered the start of the service		
	interval if the order is received on a		
	business Day prior to 3:00 p.m. For LMC-Loops, the service interval		
	will begin on the next business Day		
	for service requests received on a		
	non-business day or after 3:00 p.m.		
	on a business day. Business Days		
	exclude Saturdays, Sundays, New		
	exclude Saturdays, Sundays, New		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section#	Year's Day, Memorial Day,	LANGUAGE	
	Independence Day (4 th of July),		
	Labor Day, Thanksgiving Day and		
	Christmas Day.		
	Childrand Duy.		
	9.23.9.4.5 [24.4.4.5] Out of		
	Hours Project Coordinated		
	Installations: CLEC may request an		
	out of hours Project Coordinated		
	Installation. This permits CLEC to		
	obtain a coordinated installation for		
	LMC Loops with installation work		
	performed by Qwest outside of		
	Qwest's standard installation hours.		
	For purposes of this Section,		
	Qwest's standard installation hours		
	are 8:00 a.m. to 5:00 p.m. (local		
	time), Monday through Friday,		
	except holidays. Installations		
	commencing outside of these hours are considered to be out of hours		
	Project Coordinated Installations.		
	rioject Coordinated Instanations.		
	9.23.9.6.1 [24.4.6.1] Qwest will		
	maintain facilities and equipment		
	for LMC Loops provided under this		
	Agreement. Qwest will maintain		
	the multiplexed facility pursuant to		
	the Tariff. CLEC or its End User		
	Customers may not rearrange,		
	move, disconnect or attempt to		
	repair Qwest facilities or		

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	equipment, other than by	
	connection or disconnection to any	
	interface between Qwest and the	
	End User Customer, without the	
	prior written consent of Qwest.	
Issue 9-61 (b)	9.23.9.4.3 Standard sService	24.4.4.3 <u>Standard service intervals</u>
155uc 9-01 (0)	intervals for LMC(s) Loops are set	for LMC(s)-Loops are set forth in
Sections	forth in Exhibit Cin the Service	Exhibit C in the Service Interval
9.23.9 and	Interval Guide (SIG) available at	Guide (SIG) available at
sub-parts;	www.gwest.com/wholesale. For	www.qwest.com/wholesaleFor
24.4 and sub-	UNE Combinations with	UNE Combinations with
parts:	appropriate retail analogues, the	appropriate retail analogues, the
9.23.9.4.3,	Provisioning interval will be no	Provisioning interval will be no
9.23.4.4.3,	longer than the interval for the	longer than the interval for the
9.23.6.2;	equivalent retail service. CLEC and	equivalent retail service. CLEC and
Exhibit C,	Qwest can separately agree to Due	Qwest can separately agree to Due
Section 6.0	Dates other than the interval.	Dates other than the interval.
	9.23.4.4.3 Installation intervals for	9.23.4.4.3 Installation intervals for
Loop-Mux	EEL UNE Combinations are set	EEL UNE Combinations are set
Combination	forth in Exhibit C but will be no	forth in Exhibit C but will be no
(LMC) –	longer than the respective Private	longer than the respective Private
()	Line Transport Service that Qwest	Line Transport Service that Qwest
Intervals	will maintain on the following web-	will maintain on the following web-
	site address:	site address:
	http://www.qwest.com/carrier/guide	http://www.qwest.com/carrier/guide
	s/sig/index.html	s/sig/index.html
	0.22.6.2. Somios intervals for so-1	0.22.6.2. Somios intervals for each
	9.23.6.2 Service intervals for each	9.23.6.2 Service intervals for each UNE CombinationEEL are set
	<u>UNE Combination</u> <u>EEL</u> are set	UNE Combination <u>EEL</u> are set

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	forth in Exhibit C. For UNE	forth in Exhibit C. For UNE	
	Combinations with appropriate	Combinations with appropriate	
	retail analogues, the Provisioning	retail analogues, the Provisioning	
	interval will be no longer than the	interval will be no longer than the	
	interval for the equivalent retail	interval for the equivalent retail	
	service. CLEC and Qwest can	service. CLEC and Qwest can	
	separately agree to Due Dates other	separately agree to Due Dates other	
	than the interval.	than the interval.	
	Exhibit C:	Exhibit C:	
	Loop Mux Combo (LMC)	Loop Mux Combo (LMC)	
Issue 9-61(c)	9.23.6.1 Interconnection Tie Pair	9.23.6.1 Intentionally Left Blank	
15540 9 01(0)			
Exhibit A	9.23.6.1.1 \$ 1.29		
Section	9.23.6.1.2 \$15.26		
9.23.6 and			
subparts	9.23.6.6 LMC Multiplexing		
F	······	9.23.6.6 Intentionally Left Blank.	
LMC	9.23.6.6.1 DS1 to DS0, \$203.47,		
Multiplexing	\$295.92, B, B		
	9.23.6.6.2 DS3 to DS1, \$235.66,		
	\$302.96, E10, B		
Issue 9-62			
Intentionally			
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Issue 10-63			
Intentionally			
Left Blank			
ROOT			
CAUSE			
ANALYSIS			

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Section# ²	LANGUAGE ³		LANGUAGE	
AND				
ACKNOWL-				
EDGEMENT				
OF				
MISTAKES Issue 12-64	12.1.4 Root Cause Analysis and	12.1.4.1	Intentionally Left Blank	
15sue 12-04	Acknowledgement of Mistakes	<u>12.1.4 1</u>	Intentionally Left Blank	
Section	Acknowledgement of Wistakes			
12.1.4,	PROPOSAL #1 FOR 12.1.4.1:			
12.1.4,	12.1.4.1 CLEC may make a written			
12.1.4.1,	request to its Qwest Service			
12.1.4.2.1;	Manager for root cause analysis			
12.1.4.2.2 see	and/or acknowledgement of a			
subparts	mistake relating to products and			
below for	services under this Agreement. The			
12.1.4.2.3;	written request should include the			
12.1.4.2.4;	following information, when			
12.1.4.2.5	applicable and available: Purchase			
and	Order Number (PON), Service			
12.1.4.2.6	Order Number, billing telephone			
	number, a description of the End			
Acknowledge	User Customer impact and the			
-ment of	ticket number associated with the			
Mistakes	repair of the impacting condition. It			
	is expected that CLEC has followed			
	usual procedures to correct a			
	service impacting condition before			
	beginning the process of requesting			
	Qwest acknowledgement of error.			
	PROPOSAL #2 FOR 12.1.4.1:			

Section#2 LANGUAGE3 12.1.4.1.CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of mistake(s) in processing wholesale orders, including pre-order. Image: Comparison of the pre-order. ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available. Purchase Order Number (PON), Service Order Number (PON), Service Order Number (PON), Service Order Number (PON), Service Order Number (PON), Service and precedures to correct a service impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2. When the Owest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in argement that Owest erred. the Ovest Service Manager will provide written correspondence to CLEC.	Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
12.1.4.1 CLEC may make a written request to its Owest Service Manager for root cause analysis and/or acknowledgement of mistake(s) in processing wholesale orders, including pre-order, ordering, provisioning, maintenance and repair, and billing, The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition, 12.1.4.2. When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Owest ered, the Owest Service	Section# ²	LANGUAGE ³	LANGUAGE	
Manager for root cause analysis and/or acknowledgement of mistake(s) in processing wholesale orders, including pre-order, ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number, IPON), Service Order Number, IPON, Service Order Number, IDIng, telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		12.1.4.1 CLEC may make a written		
and/or acknowledgement of mistake(s) in processing wholesale orders, including pre-order, ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number, Dilling telephone number, a description of the End User Customer impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.14.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Qwest erred, the Qwest Service Manager will		request to its Qwest Service		
mistake(s) in processing wholesale orders_including pre-order, ordering_provisioning_maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number, PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2. When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		Manager for root cause analysis		
ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the request that CLEC has followed usual procedures to correct a service impacting condition. tis expected that CLEC has followed usual procedures to correct a service impacting condition. tis expected that OLEC, an investigation process will begin, When this investigation results in agreement that Owest erred, the Owest Service Manager will provide written correspondence to		and/or acknowledgement of		
ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number, Dilling telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Qwest erred, the Owest Service Manager will provide written correspondence to		mistake(s) in processing wholesale		
and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number, (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Owest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Owest ered, the Owest Service Manager will provide written correspondence to				
request should include the following information, when applicable and available: Purchase Order Number, CPON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition.				
following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		· · · · · · · · · · · · · · · · · · ·		
applicable and available: Purchase Order Number (PON), Service Order Number, adescription of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Owest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin, When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		· · · · · · · · · · · · · · · · · · ·		
ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest rered, the Qwest Service Manager will provide written correspondence to				
repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
is expected that CLEC has followed usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
usual procedures to correct a service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
service impacting condition. 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		service impacting condition.		
Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to		12.1.4.2 When the Owest Service		
cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to				
Qwest Service Manager will provide written correspondence to				
provide written correspondence to				

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	12.1.4.2.1 The letter will include a		
	recap of sufficient pertinent		
	information to identify the issue,		
	(e.g., PON, Service Order Number,		
	order Due Date and billing		
	telephone number, as provided in		
	the CLEC request) and the		
	following statement, "Qwest		
	acknowledges its mistake. The		
	error was not made by the other		
	service provider."		
	12.1.4.2.2 Qwest understands that		
	time is of the essence in processing		
	such a request and that a response		
	should be provided as quickly as is		
	possible given the particular issue		
	raised by CLEC.		
Issue 12-	12.1.4.2.3 Written responses	Intentionally left Blank.	
64(a)	acknowledging Qwest error will be	intentionary for Diank.	
Intentionally	provided with Qwest identification,		
Left Blank	such as Qwest letterhead, logo, or		
	other indicia.		
Section			
12.1.4.2.3;	12.1.4.2.4 The Qwest Service		
12.1.4.2.4	Manager will provide the		
	acknowledgement to CLEC.		
Acknowledge			
-ment of			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Mistakes –			
Qwest			
identification			
Issue 12-	12.1.4.2.5 The acknowledgment	Intentionally left Blank	
64(b)	response described in Section		
	12.1.4.2.3 and provided by the		
Section	Owest Service Manager to CLEC		
12.1.4.2.5;	will be provided on a non-		
12.1.4.2.6	confidential basis and will not		
	include a confidentiality statement.		
Acknowledge			
-ment of	12.1.4.2.6 Qwest external		
Mistakes –	documentation available to CLEC		
10115tuites	will instruct CLEC to make		
Confidentiality	requests for acknowledgements		
	directly to its Qwest Service		
	Manager. Such external		
	documentation will also include		
	instruction for accessing the Qwest		
	Customer Contact Information Tool		
	to identify the assigned Qwest		
	Service Manager if CLEC does not		
	know to whom its request can be		
	*		
	<u>sent.</u>		
Lanua 10 (5			
Issue 12-65			
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Issue 12-66			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Intentionally			
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EXPEDITE			
ORDERS			
Issue 12-67	12.2.1.2 Expedites. CLEC may	NOTE: QWEST COUNTER AT	
	request a Due Date earlier than the	7.3.5.2 AND 9.1.12.1 AND	
Section	applicable Due Date interval for	SUBSECTIONS SEE ISSUES	
12.2.1.2; See	that product or service. Requests	12-67(d) and (f) BELOW.	
subparts	for expedites can be made either		
below for	prior to, or after, submitting		
12.2.1.2.1,	CLEC's service request.		
12.2.1.2.2,			
12.2.1.2.3,,			
7.3.5.2 and			
subparts,			
9.1.12.1 and			
subparts;			
9.23.4.5.6 ,			
Ex. A			
9.20.14			
Expedited			
Orders			
Issue 12-	PROPOSAL #1:	NOTE: QWEST COUNTER AT	
67(a)		7.3.5.2 AND 9.1.12.1 AND	
	12.2.1.2.1 Notwithstanding any	SUBSECTIONS SEE ISSUES	
Section	other provision of this Agreement,	12-67(d) and (f) BELOW.	
12.2.1.2.1	for all products and services under		
	this Agreement (except for		
Expedited	Collocation pursuant to Section 8),		
Orders –	Qwest will grant and process		

Section# ² LANGUAGE ³ LANGUAGE Emergencies CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met: if one or more of the following if one or more of the following (1 of 2 Options) conditions are met: if one or more of the following if one or more of the following (1 of 2 Options) conditions are met: if one or more of the following if one or more of the following (1 of 2 Options) a)	
Emergencies expedite charges are not applicable, if one or more of the following conditions are met: (1 of 2 Options) a) Fire; b) Flood; c) Medical emergency; d) National emergency; e) Conditions when the End User Customer is completely out of	
(1 of 2 Options) if one or more of the following conditions are met: a) Fire; image: fire; b) Flood; image: fire; c) Medical emergency; image: fire; d) National emergency; image: fire; image: fire; image: fire; im	
(1 of 2 Options) conditions are met: a) Fire; b) Flood; c) Medical emergency; d) National emergency; e) Conditions when the End User Customer is completely out of	
Options) a)Fire; b)Flood; b)Flood; c)Medical emergency; d)National emergency; d)National emergency; e)Conditions when the End User Customer is completely out of	
a) Fire; b) Flood; c) Medical emergency; d) National emergency; e) Conditions when the End User Customer is completely out of	
b) Flood; c) Medical emergency; d) National emergency; e) Conditions when the End User Customer is completely out of	
c) Medical emergency; d) National emergency; e) Conditions when the End User Customer is completely out of	
 <u>d) National emergency;</u> <u>e) Conditions when the End</u> <u>User Customer is completely out of</u> 	
e) Conditions when the End User Customer is completely out of	
User Customer is completely out of	
service (primary line);	
f) Disconnect in error when one of the other conditions on this	
list is present or is caused by the	
disconnect in error;	
g) Requested service	
necessary for CLEC End User	
Customer's grand opening event	
delayed for facilities or equipment	
reasons with a future Ready For	
Service (RFS) date;	
h) Delayed orders with a	
future RFS date that meet any of the	
above described conditions;	

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	i) National Security:		
	j) Business Classes of Service unable to dial 911 due to previous order activity; or		
	<u>k)</u> Business Classes of Service where hunting, call forwarding or voice mail features are not working		
	<u>correctly due to previous order</u> <u>activity where the End User</u>		
	Customer's business is being critically affected.		
Issue 12- 67(a)	PROPOSAL #2:		
Section			
12.2.1.2.1	for all products and services under		
Expedited	<u>Collocation pursuant to Section 8)</u>		
Orders –	<u>Qwest will grant and process</u>		
Emergencies	expedite charges are not applicable,		
(2 of 2			
Options)	as when certain conditions (e.g., fire		
Section 12.2.1.2.1 Expedited Orders – Emergencies (2 of 2	this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such		

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section# ²	LANGUAGE ³		LANGUAGE	
	CLEC's request for an expedited			
	order.			
Issue 12-	12.2.1.2.2 If none of the conditions	4	12.2.1.2.2 If none of the conditions	
67(b)	described in Section 12.2.1.2.1 are	e	described in Section 12.2.1.2.1 are	
	met, Qwest will grant and process	Ŧ	met, Qwest will grant and process	
Section	CLEC's expedite request, but the	•	CLEC's expedite request, but the	
12.2.1.2.2 &	expedite charges in Exhibit A will	e	expedite charges in Exhibit A will	
Exhibit A	apply, unless the need for the		apply, unless the need for the	
	expedite is caused by Qwest.	e	expedite is caused by Qwest.	
Expedited				
Orders –	Exhibit A, Section 9.20.14, see	_	Exhibit A, Section 9.20.14:	
	Issue 12-67(g), <i>below</i>		Qwest's FCC Tariff No. 1	
Charges in			(footnote 1)	
Exhibit A				
I 10				
Issue 12- $67(a)$	12.2.1.2.3 Nothing in this Section		NOTE: QWEST COUNTER AT	
67(c)	<u>12.2.1.2 alters whether a non-</u> recurring installation charge in		7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES	
Section	Exhibit A applies to the CLEC		12-67(d) and (f) BELOW.	
12.2.1.2.3	order pursuant to the terms of the	· · · · · · · · · · · · · · · · · · ·		
12.2.1.2.3	applicable section of this		12.2.1.2.3 Nothing in this Section	
Expedited	Agreement. The expedite charge, if		12.2.1.2 alters whether a non-	
Orders –	applicable, is separate from the		recurring installation charge in	
	installation charge.	4	Exhibit A applies to the CLEC	
NRC		e	order pursuant to the terms of the	
		f	applicable section of this	
		±	Agreement. The expedite charge, if	
		ŧ	applicable, is separate from the	
		i	installation charge.	

Issue#/ ¹	ESCHELON PROPOSED		QWEST PROPOSED
Section# ²	LANGUAGE ³		LANGUAGE
Issue 12-67	9.1.12.1 For expedites, see Section	9.1.12.	2.1 Expedite requests for
(d)	12.2.1.2.		ned Unbundled Network
		Elemer	ents are allowed. Expedites
Section			quests for intervals that are
9.1.12.1 and		shorter	r than the interval defined in
subparts;		Qwest'	t's Service Interval Guide
A .		(SIG),	Exhibit C or Individual Case
Expedited		Basis ((ICB) Due Dates as
Orders –		applica	able.
		<u>9.1.12.</u>	2.1.1 CLEC will request an
UNEs			ite for designed Unbundled
		Networ	ork Elements, including an
		expedit	ited Due Date, on the Local
			ce Request (LSR) or the
		Access	s Service Request (ASR), as
		approp	
			2.1.2 The request for an
			ite will be allowed only when
			quest meets the criteria
			ed in the Pre-Approved
			lite Process in Qwest's
			ct Catalog for expedites at
		<u>Qwest</u>	t's wholesale web site.
Issue 12-67	9.23.4.5.6 For expedited orders, see		.5.6 For expedited orders, see
(e)	<u>Section 12.2.1.2.</u>	Section	o n 12.2.1.2.
S			
Section			
9.23.4.5.6			
E			
Expedited			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Orders –		
Combina- tions		
Issue 12-67 (f)	PROPOSAL #1:	SAME FOR BOTH PROPOSALS:
Section 7.3.5.2 and subparts	7.3.5.2 Expedite requests for-LIS Interconnection trunk orders are allowed only on an exception basis with executive approval within the	7.3.5.2 Expedite requests for <u>LIS</u> <u>Interconnection</u> trunk orders are allowed only on an exception basis with executive approval within the
Expedited Orders –	same timeframes as provided for other designed services. When expedites are approved, expedite	same timeframes as provided for other designed services. When expedites are approved, expedite
Trunk orders 2 options	charges will apply to LIS Interconnection trunk orders based on rates, terms and conditions described in Exhibit A.	charges will apply to <u>LIS</u> <u>Interconnection</u> _trunk orders based on rates, terms and conditions described in Exhibit A.
	PROPOSAL #2:	
	7.3.5.2 <u>For expedites, see Section</u> <u>12.2.1.2</u>	
Issue 12-67 (g)	9.20.14 Expedite Charge <u>\$100 1</u> ,5	9.20.14 Expedite Charge ICB 3,5
Exhibit A Section 9.20.14		
Expedite		

ESCHELON PROPOSED	QWEST PROPOSED	
LANGUAGE ³	LANGUAGE	
PROPOSAL #1:		
	PROPOSALS:	
Customer Not Ready (CNR).	Qwest's wholesale web site.	
PDODOSAL #2.		
I KOI OSAL #2.		
12 2 7 2 4 4 A jeonardy caused by		
		LANGUAGE ³ LANGUAGE Image: Constraint of the second se

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	modifies the Performance Indicator		
	Definitions (PIDs) set forth in		
	Exhibit B and Attachments 1, 2 and		
	3 to Exhibit K of this Agreement.		
Issue 12-72	<u>12.2.7.2.4.4.1</u> There are several	<u>12.2.7.2.4.4</u> Specific procedures are	
	types of jeopardies. Two of these	contained in Qwest's	
Section	types are: (1) CLEC or CLEC End	documentation, available on	
12.2.7.2.4.4.1	User Customer is not ready or	Qwest's wholesale web site.	
	service order is not accepted by the		
Jeopardy	CLEC (when Qwest has tested the		
Classification	service to meet all testing		
	requirements.); and (2) End User		
	Customer access was not provided.		
	For these two types of jeopardies,		
	Qwest will not characterize a		
	jeopardy as CNR or send a CNR		
	jeopardy to CLEC if a Qwest		
	jeopardy exists, Qwest attempts to		
	deliver the service, and Qwest has		
	not sent an FOC notice to CLEC		
	after the Qwest jeopardy occurs but		
	at least the day before Qwest		
	attempts to deliver the service.		
	<u>CLEC will nonetheless use its best</u>		
	efforts to accept the service. If		
	needed, the Parties will attempt to		
	set a new appointment time on the		
	same day and, if unable to do so,		
	Qwest will issue a Qwest Jeopardy		
	notice and a FOC with a new Due		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section#	Date.	LANGUAGE	
	Date.		
Issue 12-73	12.2.7.2.4.4.2 If CLEC establishes	<u>12.2.7.2.4.4</u> Specific procedures are	
	to Qwest that a jeopardy was not	contained in Qwest's	
Section	caused by CLEC, Qwest will	documentation, available on	
12.2.7.2.4.4.2	correct the erroneous CNR	Qwest's wholesale web site.	
	classification and treat the jeopardy		
Jeopardy	as a Qwest jeopardy.		
Correction			
Issue 12-74			
Intentionally			
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Issue 12-75			
Intentionally			
Left Blank Issue 12-75			
(a)			
Intentionally			
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Issue 12-76			
Intentionally			
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Issue 12-76			
(a)			
Intentionally			
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Issue 12-77			
Intentionally			
Left Blank			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-78			
Intentionally			
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Issue 12-79			
Intentionally			
Left Blank			
Issue 12-80			
(a)			
Intentionally			
Left Blank			
Issue 12-80			
(b)			
Intentionally			
Left Blank			
Issue 12-80			
(c)			
Intentionally			
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Issue 12-81			
Intentionally			
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Issue 12-82			
Intentionally			
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Issue 12-83			
Intentionally			
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Issue 12-84			
Intentionally			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
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Issue 12-85		
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Issue 12-86		
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CON-		
TROLLED PRO-		
DUCTION		
Issue 12-87	PROPOSAL #1:	SAME FOR BOTH
		PROPOSALS:
Section		
12.6.9.4	12.6.9.4 Controlled Production –	12.6.9.4 Controlled Production –
	Qwest and CLEC will perform	Qwest and CLEC will perform
Controlled	controlled production. The	controlled production. The
Production	controlled production process is	controlled production process is
	designed to validate the ability of	designed to validate the ability of
(1 of 2	CLEC to transmit EDI data that	CLEC to transmit EDI data that
Options)	completely meets X12 (or mutually	completely meets X12 (or mutually
	agreed upon substitute) standards	agreed upon substitute) standards
	definitions and complies with all	definitions and complies with all
	Qwest business rules. Controlled	Qwest business rules. Controlled
	production consists of the	production consists of the
	controlled submission of actual	controlled submission of actual
	CLEC production requests to the	CLEC production requests to the
	Qwest production environment.	Qwest production environment.
	Qwest treats these pre-order queries	Qwest treats these pre-order queries
	and orders as production pre-order	and orders as production pre-order
	and order transactions. Qwest and	and order transactions. Qwest and
	CLEC use controlled production	CLEC use controlled production

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	results to determine operational	results to determine operational	
	readiness. Controlled production	readiness. Controlled production	
	requires the use of valid account	requires the use of valid account	
	and order data. All certification	and order data. All certification	
	orders are considered to be live	orders are considered to be live	
	orders and will be provisioned.	orders and will be provisioned.	
	Controlled production is not	Controlled production is not	
	required for recertification, unless	required for features or products	
	the Parties agree otherwise.	that the CLEC does not plan on	
	Recertification does not include	ordering. Recertification does not	
	new implementations such as new	include new implementations such	
	products and/or activity types.	as new products and/or activity	
		types.	
Issue 12-87	PROPOSAL #2:		
Section	12.6.9.4 Controlled Production –		
12.6.9.4	Qwest and CLEC will perform		
12.0.9.4	controlled production for new		
Controlled	implementations, such as new		
Production	products, and as otherwise mutually		
Troduction	agreed by the Parties. The		
(2 of 2	controlled production process is		
Options)	designed to validate the ability of		
options)	CLEC to transmit EDI data that		
	completely meets X12 (or mutually		
	agreed upon substitute) standards		
	definitions and complies with all		
	Qwest business rules. Controlled		
	production consists of the		
	controlled submission of actual		

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	CLEC production requests to the		
	Qwest production environment.		
	Qwest treats these pre-order queries		
	and orders as production pre-order		
	and order transactions. Qwest and		
	CLEC use controlled production		
	results to determine operational		
	readiness. Controlled production		
	requires the use of valid account		
	and order data. All certification orders are considered to be live		
	orders and will be provisioned.		
	orders and will be provisioned.		
Issue 21-87A			
Intentionally			
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RATES			
FOR			
SERVICES			
Issue 22-88	22.1.1 The rates in Exhibit A apply	22.1.1 The rates in Exhibit A apply	
	to the services provided by Qwest	to the services by Qwest to CLEC	
Section	to CLEC pursuant to this	provided pursuant to this	
22.1.1	Agreement.	Agreement.	
Rates in			
Exhibit A			
Issue 22-88	Qwest's Washington Access	Qwest's Washington Access	
(a)	Services Tariff	Services Tariff	
(")			
Section			
Exhibit A –			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section 7.11			
Issue 22-89	22.4.1.3 Nothing in this Agreement	22.4.1.3 Intentionally Left Blank	
Section	shall waive any right of either Party		
22.4.1.3	to request a cost proceeding at the		
	Commission to establish a		
Request for	Commission-approved rate to		
Cost	replace an Interim Rate.		
Proceeding			
Section			
22.4.1.1			
See Issue 2-3			
above,			
footnote 6			
Section			
22.4.1.2			
See Issue			
2-3 above			
UN-			
APPROVED			
RATES			
Issue 22-90	22.6.1 <u>Qwest shall obtain</u>	22.6.1 Qwest shall obtain	
~ .	Commission approval before	Commission approval before	
Section	charging for a UNE or process that	charging for a UNE or process that	
22.6.1	it previously offered without	it previously offered without	
	charge. If Qwest offers a <u>new</u>	charge. If Qwest offers a new	
See subparts	Section 251 product or service <u>or</u>	Section 251 product or service or	
(a) - (i)	one that was previously offered	one that was previously offered	
below for	with a charge for which a price/rate	with a charge for which a price/rate	
related issues	has not been approved by the	has not been approved by the	
in	Commission in a TELRIC Cost	Commission in a TELRIC Cost	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
22.6.1.1, &	Docket ("Unapproved rate"), Qwest	Docket ("Unapproved rate"), Qwest
Exhibit A	shall develop a TELRIC cost-based	shall develop a TELRIC cost-based
	rate and submit that rate and related	rate and submit that rate and related
Unapproved	cost support to the Commission for	cost support to the Commission for
Rates	review within sixty (60) Days of	review within sixty (60) Days of
	the later of (1) the Effective Date of	the later of (1) the Effective Date of
	this Agreement, or (2) Qwest	this Agreement, or (2) Qwest
	offering the rate to CLEC, unless	offering the rate to CLEC, unless
	the Parties agree in writing upon a	the Parties agree in writing upon a
	negotiated rate (in which case	negotiated rate (in which case
	Qwest shall file the negotiated rate	Qwest shall file the negotiated rate
	with the Commission within 60	with the Commission within 60
	Days). Except for negotiated rates,	Days). Except for negotiated rates,
	Qwest will provide a copy of the	Qwest will provide a copy of the
	related cost support to CLEC	related cost support to CLEC
	(subject to an applicable protective	(subject to an applicable protective
	agreement, if the information is	agreement, if the information is
	confidential) upon request or as	confidential) upon request or as
	otherwise ordered by the	otherwise ordered by the
	Commission. If the Parties do not	Commission. If the Parties do not
	agree upon a negotiated rate and the	agree upon a negotiated rate and the
	Commission does not establish an	Commission does not establish an
	Interim Rate for a new product or	Interim Rate for a new product or
	service or one that was previously	service or one that was previously
	offered under Section 251 with an	offered under Section 251 with an
	Unapproved Rate, CLEC may	Unapproved Rate, CLEC may
	order, and Qwest shall provision,	order, and Qwest shall provision,
	such product or service using such	such product or service using such
	Qwest proposed rate until the	Qwest proposed rate until the
	Commission orders a rate. In such	Commission orders a rate. In such
	cases, the Qwest proposed rate	cases, the Qwest proposed rate
	(including during the	(including during the

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	aforementioned sixty (60) Day	aforementioned sixty (60) Day	
	period) shall be an Interim Rate	period) shall be an Interim Rate	
	under this Agreement.	under this Agreement.	
	22.6.1.1 For a UNE or process that	22.6.1.1 For a UNE or process that	
	Qwest previously offered without	Qwest previously offered without	
	charge, the rates in Exhibit A do not	charge, the rates in Exhibit A do not	
	apply until Qwest obtains	apply until Qwest obtains	
	Commission approval or the Parties	Commission approval or the Parties	
	agree toa negotiated rate. If the	agree to a negotiated rate. If the	
	Parties do not agree on a negotiated	Parties do not agree on a negotiated	
	rate, the Commission does not	rate, the Commission does not	
	establish an Interim rate, and Qwest	establish an Interim rate, and Qwest	
	does not submit a proposed rate and	does not submit a proposed rate and	
	related cost support to the	related cost support to the	
	Commission within the time period	Commission within the time period	
	described in Section 22.6.1 for a	described in Section 22.6.1 for a	
	new product or service or one that	new product or service or one that	
	was previously offered under	was previously offered under	
	Section 251 with an Unapproved	Section 251 with an Unapproved	
	<u>Rate</u> , the Unapproved rate(s) in	Rate, the Unapproved rate(s) in	
	Exhibit A do not apply. Qwest	Exhibit A do not apply. Qwest	
	must provision the such products	must provision the such products	
	and services pursuant to the terms	and services pursuant to the terms	
	of this Agreement, at no additional	of this Agreement, at no additional	
	charge, until Qwest submits the rate	charge, until Qwest submits the rate	
	and related cost support to the	and related cost support to the	
	Commission for approval.	Commission for approval.	
Issue 22-	Reference REC NRC	Reference REC NRC	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PR LANGU		
90(a) (A-93)	8.1.1.2	<u>\$820.21</u>	8.1.1.2	<u>\$1386.47</u>	
Exhibit A Sections 8.1.1.2; 8.8.1	8.8.1	<u>\$820.21</u>	8.8.1	<u>\$1386.47</u>	
ICDF and Augment Quote Preparation Fee					
Issue 22- 90(b)	Reference REC	NRC	Reference REC	C NRC	
(A-93(a))	8.8.4	<u>\$329.00</u>	8.8.4	<u>\$1199.14</u>	
Exhibit A Section 8.8.4					
ICDF Collocation – DS3 Circuit, per Two Legs					
Issue 22- 90(c) (A-93(b))	Reference REC	NRC	Reference REC	C NRC	
Exhibit A Sections 8.15.2.1;	Special Site Assessme 8.15.2.1	ent Fee <u>\$529.00</u>	Special Site Assess 8.15.2.1	ment Fee <u>\$1058.00</u>	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
8.15.2.2; 10.7.10;	Network Systems Assessment Fee8.15.2.2\$831.00	Network Systems Assessment Fee 8.15.2.2 <u>\$1663.00</u>
10.7.12.1; 12.3	Transfer of Responsibility (Accessto Poles, Ducts, Conduits andRights of Way)10.7.10\$60.08	Transfer of Responsibility (Access to Poles, Ducts, Conduits and Rights of Way)10.7.10\$120.15
	Microduct Occupancy Fee, per Microduct, per Foot, per Year 10.7.12.1 <u>\$0.2906</u>	Microduct Occupancy Fee, per Microduct, per Foot, per Year 10.7.12.1 <u>\$0.4310</u>
	Daily Usage Record file, per Record 12.3 <u>\$0.000464</u>	Daily Usage Record file, per Record 12.3 <u>\$0.00110</u>
Issue 22- 90(d)	Reference REC NRC	Reference REC NRC
(A-93(c)) Exhibit A	Private Line/Special Access to Unbundled Loop Conversion 9.2.8 <u>\$26.94</u>	Private Line/Special Access to Unbundled Loop Conversion 9.2.8 <u>\$36.86</u>
Sections 9.2.8; 9.23.6.5; 9.23.7.6	Private Line/Special Access to LMC Conversion 9.23.6.5 <u>\$26.94</u>	Private Line/Special Access to LMC Conversion 9.23.6.5 <u>\$36.86</u>
	Private Line/Special Access to EEL Conversion 9.23.7.6 <u>\$26.94</u>	Private Line/Special Access to EEL Conversion 9.23.7.6 <u>\$36.86</u>

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 22-	Reference REC NRC	Reference REC NRC	
90(e)			
(A-93(d))	Private Line/Special Access to	Private Line/Special Access to	
	UDIT Conversion	UDIT Conversion	
Exhibit A	g) 9.6.12 <u>\$84.49</u>	g) 9.6.12 <u>\$126.01</u>	
Sections			
9.6.12;	LMC Rearrangement – DS0	LMC Rearrangement – DS0	
9.23.6.8.1;	i) 9.23.6.8.1 <u>\$82.88</u>	i) 9.23.6.8.1 <u>\$135.13</u>	
9.23.6.8.2;			
9.23.7.7.1;	LMC Rearrangement – High	LMC Rearrangement – High	
9.23.7.7.2	Capacity		
	j) 9.23.6.8.2 <u>\$110.02</u>	j) 9.23.6.8.2 <u>\$153.38</u>	
	EEL Rearrangement – DS0	EEL Rearrangement – DS0	
	1) 9.23.7.7.1 \$82.88	1) 9.23.7.7.1 \$135.13	
	EEL Rearrangement – High	EEL Rearrangement – High	
	Capacity	Capacity	
	m) 9.23.7.72 <u>\$110.02</u>	m) 9.23.7.7.2 <u>\$153.38</u>	
Issue 22-	Reference REC NRC	Reference REC NRC	
90(f)			
(A-95)	Quote Preparation Fee, per Office	Quote Preparation Fee, per Office	
	8.13.1.1 <u>\$441.00</u>	8.13.1.1 <u>\$840.24</u>	
Exhibit A			
Sections	Power Reduction/Restoration, Less	Power Reduction/Restoration, Less	
8.13.1.1;	than 60 Amps 8.13.1.2.1 \$346.00	than 60 Amps 8.13.1.2.1 \$675.98	
8.13.1.2.1; 8.13.1.2.2;	8.13.1.2.1 <u>\$346.00</u>	8.13.1.2.1 <u>\$675.98</u>	
8.13.1.2.3;	Power Reduction/Restoration,	Power Reduction/Restoration,	
8.13.1.3;	Equal to 60 Amps	Equal to 60 Amps	
0.15.1.5,	Equal to by Allips		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
8.13.1.4; 8.13.2.1	8.13.1.2.2 <u>\$346.00</u>	8.13.1.2.2 <u>\$942.94</u>	
	Power Reduction/Restoration,	Power Reduction/Restoration,	
	Greater Than 60 Amps	Greater Than 60 Amps	
	8.13.1.2.3 <u>\$587.00</u>	8.13.1.2.3 <u>\$1,179.67</u>	
	Power Off, per Feed Set, per	Power Off, per Feed Set, per	
	Secondary Feed	Secondary Feed	
	8.13.1.3 <u>\$587.00</u>	8.13.1.3 <u>\$870.83</u>	
	Power Maintenance Charge, per	Power Maintenance Charge, per	
	Fuse Set	Fuse Set	
	8.13.1.4 <u>\$37.00</u>	8.13.1.4 <u>\$57.28</u>	
	Power Restoration, QPF per Office	Power Restoration, QPF per Office	
	8.13.2.1 <u>\$441.00</u>	8.13.2.1 <u>\$840.24</u>	
Issues A-93			
& A-93 (a-			
d); A-95, see			
Issues 22-90			
(a-f) <i>above</i>			
Issue 24-91			
Intentionally			
Left Blank			
Issue 24-92			
Intentionally Left Blank			
Section			
24.3.2 – See			
Issue 9-58(e)			
(Section			
(Beetion			

Issue#/1	ESCHELON PROPOSED	Q	WEST PROPOSED
Section# ²	LANGUAGE ³		LANGUAGE
9.23.4.4.3.1)			
above			
Section 24.4			
and subparts			
– See Issue 9-			
61 (Section			
9.23.9) above			
Exhibit A,			
Sections			
8.8.1; 8.1.1.2			
see Issue 22-			
90(a) <i>above</i>			
Exhibit A,			
Section 8.8.4			
see Issue 22-			
90(b)			
Exhibit A			
Sections			
8.13.1.1 and			
subparts;			
8.13.2.1– see			
Issue 22-			
90(f)			
Exhibit A			
Sections			
9.2.8;			
9.23.6.5;			
9.23.7.6			
- see Issue			
22-90(d)			
For Exhibit			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
A, Section			
9.20.13 and			
subparts –			
see – Issue			
4-5(c)			
For Exhibit			
A, Section			
9.20.14 – <i>see</i>			
– Issue 12-67			
(g)			
For Exhibit			
A, Section			
9.23.6.1;			
9.23.6.6 and			
subparts –			
see – (Issue			
9-61 (c)			
(Sections			
9.23.9 [24.4.]			
of ICA)			
Exhibit A			
Sections			
9.6.12;			
9.23.6.8.1;			
9.23.6.8.2;			
9.23.7.7.1;			
9.23.7.7.2			
- <i>see</i> Issue			
22-90(e)			
Exhibit A			
Sections	<u> </u>		

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10.7.10;			
10.7.12.1;			
12.3;			
8.15.2.1;			
8.15.2.2 – see			
Issue 22-			
90(c)			
EXHIBIT C			
Exhibit C,			
2.0			
Rearrangeme			
nt – See Issue			
1-1 (Section			
1.7.2 of ICA)			
above			
Exhibit			
C,6.0– <i>See</i>			
Issue 9-61			
(Sections			
9.23.9 [24.4]			
of ICA)			
above			
Exhibit C,			
9.0 (LIS			
Trunking) –			
See Issue 1-1			
(Section			
1.7.2 of ICA)			
above			
EXHIBIT I			
Exhibit I –			

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
See Issue 1-1			
(Section			
1.7.2 of ICA)			
above			
EXHIBITS			
N & O			
Exhibits N &			
O – See Issue			
1-1 (Section			
1.7.2 of ICA)			
above			
POTEN-	POTENTIALLY STAYED	POTENTIALLY STAYED	
TIALLY	ISSUES	ISSUES	
STAYED			
ISSUES			
Issue 9-37	9.1.13.3 Whether a High	<u>9.1.13.3</u> As part of the reasonably	
	Capacity Loop or high capacity	diligent inquiry described in Section	
Sections	transport UNE is unavailable, and	9.1.13, CLEC shall ensure that a	
9.1.13.3	the date upon which it becomes	requested unbundled DS1 or DS3	
See subparts	unavailable, based on non-	Loop is not in a Wire Center	
to Issue 9-37	impairment wire center	identified on the list provided by	
(a) & Issue 9-	designations have been or will be	Qwest of Wire Centers that meet	
37 (b) for	determined by the Commission in a	the applicable non-impairment	
related issues	Wire Center Docket. The Parties	thresholds specified in Sections	
in 9.1.14.4 &	will follow any procedures	<u>9.2.1.3, 9.2.1.3.2, 9.2.1.4 and</u>	
9.1.15.1	established by the Commission in	9.2.1.4.2 that a requested unbundled	
	the Wire Center Docket with	DS1, DS3 or Dark Fiber transport	
Definition of	respect to Confidential Information	circuit is not between Wire Centers	
"Commission	and requests for additions to the	identified on the list of Wire	
-Approved	Commission-Approved Wire Center	Centers that meet the applicable	
Wire Center	List. For non-impaired facilities	non-impairment threshold specified	<u>i</u>

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List" and	identified using the initial	in Section 9.6.2.2.1, 9.6.2.2.2,	
"Wire Center	Commission-Approved Wire Center	9.6.2.3.1, 9.6.2.3.2. and 9.7.1.2.1.	
Docket"	List, CLEC will not order an		
	unbundled DS1 or DS3 Loop or an		
Wire Center	unbundled DS1, DS3 or Dark Fiber		
List	transport circuit when the order		
	would be restricted based on the		
	Wire Center designations identified		
	on the applicable Commission-		
	Approved Wire Center List.		
	Regarding ordering after any		
	additions are made to the initial		
	Commission-Approved Wire Center		
	List, see Section 9.1.14.4. CLEC		
	will transition such UNEs impacted		
	by the Commission-Approved Wire		
	Center List as described in Section		
	<u>9.1.14.</u>		
	"Commission-Approved Wire		
	Center List" means a list approved		
	by the Commission in a Wire		
	Center Docket(s) that identifies		
	DS1 and DS3 Unbundled Loop		
	facilities that are non-impaired and,		
	regarding DS1, DS3, and Dark		
	Fiber unbundled transport facilities,		
	identifies Wire Center Tier		
	Designation(s).		
	"Wire Center Decket" means		
	<u>"Wire Center Docket" means</u> Commission Docket No. UT-053025		
	Commission Docket no. 01-053025		

Issue#/ ¹	ESCHELON PROPOSED	QWEST PROPOSED	
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	entitled "In the Matter of the		
	Investigation Concerning the Status of		
	Competition and Impact of the FCC's		
	Triennial Review Remand Order on the		
	Competitive Telecommunications		
	Environment in Washington State," and		
	any successor or separate Commission		
	docket in which Qwest files a		
	request(s) to add additional non- impaired wire center(s) to the		
	Commission-approved wire center list,		
	and the Commission approves addition		
	of wire center(s) to the list.		
Issue 9-37 (a)	9.1.14.4 – Disputed portion (issue		
	1):		
	9.1.14.4 Additional Non-	9.1.14.4 Additional Non-	
	Impaired Wire Centers. When	Impaired Wire Centers. When	
	Qwest files a request(s) with the	Qwest files a request(s) with the	
List -	Commission to add additional Wire	Commission to add additional Wire	
	Center(s) to the Commission-	Center(s) to the Commission-	
Additional	Approved Wire Center List, Qwest	Approved Wire Center List, Qwest	
Non-	will follow the procedures for	will follow the procedures for	
Impaired	making such requests adopted by	making such requests adopted by	
Wire Centers	the Commission in the Wire Center	the Commission in the Wire Center	
	Docket	Docket	
(1 of 2 issues			
in Section			
9.1.14.41	and Qwest the Commission	and-Qwest the Commission adds	
-	adds the Wire Center(s) to the	the Wire Center(s) to the	
,	Commission-approved Wire Center	Commission approved Wire Center	
	List, the terms of this Section will	LList, the terms of this Section will	
	apply to facilities subject to the	apply to facilities subject to the	

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	transition based on any addition(s)	transition based on any addition(s)	
	to the Commission-approved Wire	to the Commission-approved Wire	
	Center List	Center List	
	Qwest shall provide notice to	Qwest shall provide notice to	
	CLEC. Thirty (30) Days after	<u>CLEC.</u> Thirty (30) Days after	
	notification from Qwest	notification from Qwest	
	Commission-approval of additions	Commission approval of additions	
	to that list,	to that list,	
	<u>9.1.14.4 – Entire provision:</u>	9.1.14.4 – Entire provision:	
	9.1.14.4 Additional Non-	9.1.14.4 Additional Non-	
	Impaired Wire Centers. When	Impaired Wire Centers. When	
	Qwest files a request(s) with the	Qwest files a request(s) with the Commission to add additional Wire	
	Commission to add additional Wire		
	Center(s) to the Commission-	Center(s) to the Commission-	
	Approved Wire Center List, Qwest	Approved Wire Center List, Qwest will follow the procedures for	
	will follow the procedures for		
	making such requests adopted by the Commission in the Wire Center	making such requests adopted by the Commission in the Wire Center	
	Docket. When additional Qwest	Docket. When additional Qwest	
	Wire Center(s) meet the relevant	Wire Center(s) meet the relevant	
	factual criteria discussed in Sections	factual criteria discussed in Sections	
	V and VI of the FCC's Triennial	V and VI of the FCC's Triennial	
	Review Remand Order as reflected	Review Remand Order as reflected	
	in this Agreement and <u>Qwest the</u>	in this Agreement and <u>Qwest</u> the	
	Commission adds the Wire	Commission adds the Wire	
	Center(s) to the <u>Commission</u> -	Center(s) to the Commission-	
	approved Wire Center <u>List</u> , the	Approved Wire Center <u>L</u> ist-the	
	terms of this Section will apply to	terms of this Section will apply to	
	facilities subject to the transition	facilities subject to the transition	
L	includes subject to the transition		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	based on any addition(s) to the	based on any addition(s) to the	
	Commission-approved Wire Center	Commission-Approved Wire Center	
	List. Qwest shall provide notice to	List. Qwest shall provide notice to	
	CLEC. Thirty (30) Days after	<u>CLEC.</u> Thirty (30) Days after	
	notification from Qwest	notification from Qwest	
	Commission-approval of additions	Commission-approval of additions	
	to that list, CLEC will no longer	to that list, CLEC will no longer	
	order impacted High Capacity	order impacted High Capacity	
	Loops, high capacity transport	Loops, high capacity transport	
	UNEs, or Dark Fiber Loop and	UNEs, or Dark Fiber Loop and	
	Dark Fiber Dedicated Transport	Dark Fiber Dedicated Transport	
	UNEs in (for loops) or between (for	UNEs in (for loops) or between (for	
	transport) those additional Wire	transport) those additional Wire	
	Centers. CLEC will have ninety	Centers. <u>CLEC will have ninety</u>	
	(90) Days to transition existing DS1	(90) Days to transition exiting DS1	
	and DS3 UNEs to an alternative	and DS3 UNEs to an alternative	
	service. CLEC will have one	service. CLEC will have one	
	hundred eighty (180) Days to	hundred eighty (180) Days to	
	transition Dark Fiber transport to an	transition Dark Fiber transport to an	
	alternative service. Qwest and	alternative service. Qwest and	
	CLEC will work together to	CLEC will work together to	
	identify those circuits impacted by	identify those circuits impacted by	
	such change.	such change.	
	9.1.14.4.3 Methodology: The	9.1.14.4.3 Methodology: The	
	Parties agree to use the following	Parties agree to use the following	
	methodology for non-impairment or	methodology for non-impairment or	
	tier designations:	tier designations:	
	<u>9.1.14.4.3.1 Business lines –</u>	<u>9.1.14.4.3.1 Business lines</u> –	
	Business lines shall be counted as	Business lines shall be counted as	
	follows, excluding unused capacity	follows, excluding unused capacity	

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	and nonswitched capacity:	and nonswitched capacity:
	9.1.14.4.3.1.1 Qwest retail business	9.1.14.4.3.1.1 Qwest retail business
	lines shall be determined using the	lines shall be determined using the
	most recently filed unadjusted	most recently filed unadjusted
	ARMIS data reported to the FCC.	ARMIS data reported to the FCC.
	For purposes of future non-	For purposes of future non-
	impairment designations, Qwest	impairment designations, Qwest
	shall follow FCC ARMIS	shall follow FCC ARMIS
	instructions and will record and	instructions and will record and
	count retail business lines in	count retail business lines in
	precisely the same manner as	precisely the same manner as
	business access line data is tracked	business access line data is tracked
	and recorded in the Wire Center	and recorded in the Wire Center
	level data Qwest uses to develop its	level data Qwest uses to develop its
	statewide ARMIS 43-08 reports	statewide ARMIS 43-08 reports
	filed annually with the FCC,	filed annually with the FCC,
	without making any inter-Wire	without making any inter-Wire
	Center adjustments to this data and	Center adjustments to this data and
	without including the same lines in	without including the same lines in
	more than one of the categories	more than one of the categories
	<u>listed in Sections 9.1.14.4.3.1.2 –</u>	<u>listed in Sections 9.1.14.4.3.1.2 –</u>
	<u>9.1.14.4.3.1.4.</u>	<u>9.1.14.4.3.1.4.</u>
		0.1.14.4.2.1.2. LINE Loops
	9.1.14.4.3.1.2 UNE Loops connected to a Wire Center where	9.1.14.4.3.1.2 UNE Loops connected to a Wire Center where
	High Capacity Loops and high	High Capacity Loops and high
	capacity EELs are provided to	capacity EELs are provided to
	CLECs shall be counted at full	CLECs shall be counted at full
	capacity (i.e., DS1s will be counted	capacity (i.e., DS1s will be counted
	as 24 business lines and DS3s will	as 24 business lines and DS3s will
	be counted as 672 business lines).	be counted as 672 business lines).
	be counted as 072 business filles).	be counted as 072 business mics).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	9.1.14.4.3.1.3 Only Business UNE-	<u>9.1.14.4.3.1.3 Only Business UNE-</u>	
	<u>P lines will be counted for the</u>	<u>P lines will be counted for the</u>	
	Commission-Approved Wire Center	Commission-Approved Wire Center	
	List. Business UNE-P lines shall be	List. Business UNE-P lines shall be	
	derived by subtracting the count of	derived by subtracting the count of	
	listings associated with residential	listings associated with residential	
	<u>UNE-P from the total number of</u>	<u>UNE-P from the total number of</u>	
	<u>UNE-P lines.</u>	<u>UNE-P lines.</u>	
	9.1.14.4.3.1.4 Qwest Platform Plus	9.1.14.4.3.1.4 Qwest Platform Plus	
	("QPP"), Qwest Local Services	("QPP"), Qwest Local Services	
	Platform ("QLSP"), and other	Platform ("QLSP"), and other	
	similar platform product offerings	similar platform product offerings	
	shall be calculated using actual	shall be calculated using actual	
	business line counts for these	business line counts for these	
	services.	services.	
	<u>9.1.14.4.3.2 Collocation –</u>	<u>9.1.14.4.3.2 Collocation –</u>	
	9.1.14.4.3.2.1 The terms Fiber-	<u>9.1.14.4.3.2.1 The terms Fiber-</u>	
	Fased Collocator and Collocation	Fased Collocator and Collocation	
	shall have the meanings set forth in	shall have the meanings set forth in	
	Section 4 of this Agreement.	Section 4 of this Agreement.	
	9.1.14.4.3.2.2 Before classifying a	9.1.14.4.3.2.2 Before classifying a	
	carrier as a Fiber-Based Collocator	carrier as a Fiber-Based Collocator	
	in a Qwest request pursuant to	in a Qwest request pursuant to	
	Section 9.1.14.4 for Commission	Section 9.1.14.4 for Commission	
	approval of a non-mpaired	approval of a non-mpaired	
	designation, Qwest will:	designation, Qwest will:	

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	9.1.14.4.3.2.2.1 Confirm that the	9.1.14.4.3.2.2.1 Confirm that the	
	carrier meets the criteria contained	carrier meets the criteria contained	
	in the definition of Fiber-Based	in the definition of Fiber-Based	
	Collocator in Section 4.0 of this	Collocator in Section 4.0 of this	
	Agreement;	Agreement;	
	9.1.14.4.3.2.2.2 Conduct a field	<u>9.1.14.4.3.2.2.2 Conduct a field</u>	
	visit to verify and document the	visit to verify and document the	
	above criteria in Section	above criteria in Section	
	9.1.14.4.3.2.2.1; and	<u>9.1.14.4.3.2.2.1; and</u>	
	9.1.14.4.3.2.2.3 Validate the criteria	9.1.14.4.3.2.2.3 Validate the criteria	
	against the most recent order and/or	against the most recent order and/or	
	billing data.	<u>billing data.</u>	
Issue 9-37 (b)			
Intentionally			
Left Blank			
Issue 9-38	9.1.13.4 Upon receiving a request	<u>9.1.13.4</u> <u>Upon receiving a request</u>	
G ···	for access to a High Capacity Loop	for access to a high capacity	
Section	or high capacity transport UNE	Dedicated Transport or High	
9.1.13.4 and	pursuant to Section 9.1.13, Qwest	Capacity Loop UNE or High	
subparts	must immediately process the	Capacity EEL that indicates that the	
	request. Qwest shall not prevent	<u>UNE meets the relevant factual</u>	
Processing of	order submission and/or order	criteria discussed in sections V and	
High	processing (such as via a system	<u>VI of the Triennial Review Remand</u>	
Capacity	edit, or by requiring affirmation of	Order, Qwest must immediately	

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Loop and	the information in the self-	process the request.	
Transport	certification letter through remarks		
Requests	in the service request, or through		
_	other means) for any such facility		
	on non-impairment grounds, unless		
	the Parties agree otherwise in an		
	amendment to this Agreement.		
Issue 9-39	<u>9.1.13.4.1.2 If Qwest seeks to</u>	Intentionally Left Blank.	
	challenge any such UNEs, it will		
Section	also provide CLEC with data to		
9.1.13.4.1.2;	support its claim.		
9.1.13.4.1.2.1;			
9.1.14.4.2	<u>9.1.13.4.1.2.1 Regarding data</u>		
and subparts	related to additions to the initial		
Review of	<u>Commission-Approved Wire Center</u> List, see Section 9.1.14.4.2.		
Wire Center	List, see Section 9.1.14.4.2.		
list	9.1.14.4.2 Data. Qwest will file		
list	supporting data with the		
	Commission when filing a request		
	to obtain additional non-impaired		
	designations added to the		
	Commission-Approved Wire Center		
	List. Qwest will also provide a		
	copy of the supporting data		
	pursuant to the terms of the		
	applicable protective		
	agreement/order to CLEC if CLEC		
	has signed the applicable protective		
	agreement/order (or is subject to		

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	any applicable standing protective		
	order put in place by the		
	<u>Commission).</u>		
	9.1.14.4.2.1 If Qwest relies upon		
	Fiber-Based Collocators for its proposed non-impairment		
	designation, the supporting data		
	provided to CLEC will include at		
	least the following information:		
	9.14.4.2.1.1 The name of each		
	Fiber-Based collocator.		
	9.1.14.4.2.1.2 The applicable		
	Qwest Ready for Service date.		
	9.1.14.4.2.1.3 The results of any		
	field verification that Qwest		
	undertook to verify the fiber-based		
	collocation, including the field		
	technicians' notes which includes:		
	(1) the wire center and state; (2)		
	collocator name; (3) collocation		
	type; (4) fiber type; (5) validation of		
	fiber termination at the fiber-based collocation; (6) validation that fiber		
	exits a Wire Center; (7) visual		
	power verification (confirming that		
	working power is being provided to		
	the collocation cage); (8) power		
	verification at BDFB, if possible;		

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	(9) additional comments from field personnel.		
	9.1.14.4.2.1.4 A copy of the letter sent by Qwest to collocator(s) requesting validation of status as a fiber-based collocator and ownership/responsibility.		
	9.1.14.4.2.1.5 Copies of any responses to the letter noted in Section 9.1.14.4.2.1.4, including an indication of whether the collocator has affirmatively identified (or disputed) itself as a Fiber-Based Collocator; and		
	9.1.14.4.2.1.6 All written correspondence between Qwest and the collocator(s) regarding the validation of the Fiber-Based Collocation.		
	9.1.14.4.2.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the following information:		
	9.1.14.4.2.2.1 The latest available ARMIS 43-08 line counts, using the		

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	methodology described in Section		
	2.0.F.4 of this Agreement and used		
	to create official ARMIS data on		
	file with the FCC		
	9.1.14.4.2.2.2 Total wholesale		
	UNE loops shown at the aggregated		
	level for the wire center(s) at issue,		
	and by capacity (voice grade, DS1,		
	DS3). This information will also be		
	provided on a disaggregated basis		
	for all CLECs with the CLEC		
	names masked. A CLEC will be		
	provided the necessary identifying		
	information in order to verify		
	<u>CLEC's own line count data.</u> Qwest calculations to derive 64-		
	kbps equivalents for high capacity		
	(e.g., DS1 and DS3) loops will also		
	be provided.		
	9.1.14.4.2.2.3 CLEC line counts		
	based upon QPP or Qwest Local		
	Services Platform (or similar		
	platform product) will be provided		
	on a disaggregated basis for all		
	CLECs with CLEC names masked.		
	A CLEC will be provided the		
	necessary identifying information in		
	order to verify CLEC's own line		
	<u>count data.</u>		

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Issue 9-40	9.1.13.5.2 For each such facility	<u>9.1.13.5.2 CLEC is also</u>	
	converted from a UNE to an	responsible for all applicable non-	
Sections	alternative service arrangement,	recurring charges associated with	
9.1.13.5.2,	Qwest may assess a non-recurring	the appropriate alternative service	
9.1.15.2.1	charge, if any, in the amount	arrangements.	
	established by the Commission in		
NRCs for	the Wire Center Docket. No	9.1.14.6 CLEC is also responsible	
Conversions	additional non-recurring charges	for all applicable non-recurring	
	apply, other than OSS non-	charges associated with the	
	recurring charges if applicable	applicable alternative	
	pursuant to Section 12.7.		
		9.1.15.2.1 CLEC is responsible for	
	9.1.14.6 For each such facility	all applicable nonrecurring charges	
	converted from a UNE to an	associated with the applicable	
	alternative service arrangement,	alternative service arrangements.	
	Qwest may assess a non-recurring		
	charge in the amount shown in		
	Section 9.2.8 of Exhibit A to this Agreement. No additional non-		
	recurring charges apply, other than		
	OSS non-recurring charges if		
	applicable pursuant to Section 12.7.		
	applicable pursuant to Section 12.7.		
	9.1.15.2.1 For each such facility		
	converted from a UNE to an		
	alternative service arrangement,		
	Qwest may assess a non-recurring		
	charge in the amount shown in		
	Section 9.2.8 of Exhibit A to this		
	Agreement. No additional non-		
	recurring charges apply, other than		
	OSS non-recurring charges if		

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	applicable pursuant to Section 12.7.			
Issue 9-41	9.1.14.4 CLEC will have	Ç	9.1.14.4 <u>CLEC will have</u>	
	ninety (90) Days to transition	<u>I</u>	ninety (90) Days to transition	
Section	existing DS1 and DS3 UNEs to an	G	existing DS1 and DS3 UNEs to an	
9.1.14.4	alternative service. CLEC will have	2	alternative service. CLEC will have	
	one hundred eighty (180) Days to		one hundred eighty (180) Days to	
Length of	transition Dark Fiber transport to an		transition Dark Fiber transport to an	
time period	alternative service.	<u>8</u>	alternative service.	
(2 of 2 issues	9.1.14.4.1 Transition Periods for			
in Section	additions to the Commission-			
9.1.14.4 ;	Approved Wire Center List.			
For 1 st issue,	<u>9.1.14.4.1.1 For a twelve (12)</u>			
see Section	month period beginning on the			
9.1.13.3	effective date on which the			
above)	Commission approves an addition			
	to the Commission-Approved Wire			
	Center List, any DS1 Loop UNEs,			
	DS3 Loop UNEs, DS1 Dedicated			
	Transport UNEs, and DS3			
	Dedicated Transport UNEs that			
	<u>CLEC leases from Qwest as of that</u>			
	date, but which Qwest is not			
	obligated to unbundle, shall be available for lease from Qwest at a			
	rate equal to 115% of the UNE rates			
	applicable as of the effective date			
	on which the Commission adds the			
	Wire Center to the Commission adds the			
	whe Center to the Commission-			

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Section#	Approved Wire Center List. 9.1.14.4.1.2 For an eighteen (18) month period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission- Approved Wire Center List.		
Issue 9-42 Section 9.1.14.4. 1; 9.1.14.4.2 Rate During Time Period	SAME ESCHELON LANGUAGE AS FOR ISSUE 9- 41 ABOVE (SAME PARAGRAPHS DEAL WITH LENGTH OF TIME PERIOD & RATE DURING TIME PERIOD) 9.1.14.4.1 Transition Periods for additions to the Commission- Approved Wire Center List. CLEC is subject to back billing for the	9.1.14.4.1 CLEC is subject to back billing for the difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred- eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.	

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	difference between the UNE and		
	Tariff recurring rates beginning on		
	the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and		
	existing DS1 and DS3 UNEs, and		
	on Day one-hundred-eighty-one		
	(181) for the existing Dark Fiber		
	transport, as well as all applicable		
	nonrecurring charges associated with such conversions.		
	with such conversions.		
	<u>9.1.14.4.1.1 For a twelve (12)</u>		
	month period beginning on the		
	effective date on which the		
	Commission approves an addition		
	to the Commission-Approved Wire		
	Center List, any DS1 Loop UNEs,		
	DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3		
	Dedicated Transport UNEs that		
	CLEC leases from Qwest as of that		
	date, but which Qwest is not		
	obligated to unbundle, shall be		
	available for lease from Qwest at a		
	rate equal to 115% of the UNE rates		
	applicable as of the effective date		
	on which the Commission adds the		
	Wire Center to the Commission-		
	Approved Wire Center List.		
	9.1.14.4.1.2 For an eighteen (18)		
	month period beginning on the		
	effective date on which the		
	ettective date on which the		

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	Commission approves an addition		
	to the Commission-Approved Wire		
	Center List, any Dark Fiber Loop		
	UNEs and Dark Fiber Dedicated		
	Transport UNEs that CLEC leases		
	from Qwest as of that date, but		
	which Qwest is not obligated to		
	unbundle, shall be available for		
	lease from Qwest at a rate equal to		
	to 115% of the UNE rates		
	applicable as of the effective date		
	on which the Commission adds the		
	Wire Center to the Commission-		
	Approved Wire Center List.		