7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at ~~quarterly~~semi-annual intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to the CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch ~~growth jobs are custom jobs with a minimum six month timeframe from the vendors.~~capacity growth requiring the addition of new switching modules may require six months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest LIS Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize CLEC ~~quarterly~~semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of switch capacity.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a ~~quarterly~~semi-annual basis. The forecast will identify trunking requirements for a two (2) year period. From the ~~quarterly~~semi-annual close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which may require a six (6) month interval ~~minimum~~ to complete the network build. Seven (7) months after submission of the ~~forecast, the forecasting Party may begin to order against the facilities forecast for that quarter, given no vendor~~~~initial~~ forecast, Qwest will have the necessary capacity in place to meet ~~the CLEC forecast~~ orders against the forecast. ~~After the initial or other unavoidable delays.forecast, Qwest will ensure that capacity is available to meet CLECs' needs as described in the CLEC forecasts.~~ For ordering information see ~~the Interconnection – Ordering Section.~~Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct ~~vs. local~~end office vs. tandem routing. See ~~the Interconnection Exchange of Traffic Section.~~Section 7.2.2.1.3.

7.2.2.8.6 *~~In the event of a dispute regarding forecast quantities~~ ~~), the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.~~ LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities where in each of ~~during~~ the preceding 18 months trunks required is less than 50% of forecast~~.~~ ~~Qwest has not met the requirements~~ , Qwest will make capacity available in accordance with the lower forecast.~~ without requiring a deposit from CLEC. Upon CLEC request, Qwest will make capacity available in accordance with the higher forecast if CLEC provides a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, an up-front refundable deposit from CLEC of up to fifty percent (1050%) of the estimated capital cost to provision the new trunks, if CLEC's trunk utilization over the prior eighteen (18) months is less than 650% of forecast each month. Qwest will return the deposit if CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeds fifty percent (650%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (650%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. In the event Qwest does not have available facilities to provision interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.~~*

7.2.2.8~~6~~.6.1 Three weeks after a forecasting ~~meeting~~cycle, Qwest will provide a CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding 18 months, trunks required is less than 50% of forecast each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. Utilization here refers to the ratio of trunks required versus trunks forecast. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state-wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of forecast each month. Qwest will return the deposit if CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) *months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds 50% for any one of the six-months following receipt of deposit. The pro-rata assumes half of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six months after receipt of deposit is 25%. In the event Qwest does not have available facilities to provision interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.*

~~*In the event of a dispute regarding forecast quantities, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the estimated cost to provision the new trunks, if CLEC's trunk utilization over the prior eighteen (18) months is less than fifty percent (50%) of forecast each month. Qwest will return the deposit if CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeds sixtyfifty percent (650%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. In the event Qwest does not have available facilities to provision interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.*~~

~~*7.2.2.6.6.2 In the event of a CLEC with historically underutilized trunks, Qwest will make capacity available in accordance with the forecast if CLEC provides Qwest with a deposit according to the following terms: If the state-wide average trunk forecast to trunk usage ratio is less than sixty percent (60%), for the prior six (6) month period, Qwest reserves the right to require, prior to construction, an up front refundable deposit from CLEC of up to fifty percent (50%) of the estimated cost to provision the new forecasted trunks. Ancillary trunk groups, such as mass calling, are excluded from the ratio.*~~ *Reserved for Future Use.*

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meeting, the Parties shall exchange information to facilitate the planning process. ~~During the joint planning meetings, b~~Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. ~~No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.~~ Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest switch that may impact the interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, interconnection and non-interconnection alike. CLEC will be provided interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed interconnection trunking that has exceeded 512BHCCS. The information is proprietary, provided under non-disclosure and is to be used solely for interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

a) Completed Qwest LIS Trunk Forecast Forms; and

b) Any planned use of an alternate~~local~~ tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site. ~~located at http://www.uswest.com/cgi-bin/iconn/iconn.pl.~~

a) Qwest Tandems and Qwest end offices (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) ~~e)~~ Current and planned switch generics (ICONN).

Qwest will notify a CLEC six months prior to LERG amendment, the anticipation of a new local tandem switch.

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.uswest.com/disclosures.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts shall be provided to Qwest as detailed in the standard Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, –and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 7.2.2.8.12.~~.~~3 and 7.2.2.8.12.4~~(c)and (d)~~.

7.2.2.8.12.3 The Parties may disclose, on a need to know basis only, CLEC forecasts, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in the Parties' retail marketing, sales or strategic planning. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law.

7.2.2.8.12.4~~3~~ The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 7.2.2.8.12.3 above and such that no other personnel have computer access to such information.

~~7.2.2.8.13~~ [Reserved for future use] 7.2.2.12. If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any ~~three~~

~~month period, CLEC will be provided written notification of the requirement~~consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group within thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and ~~charge CLEC a charge equal to the rearrangement charge described in Exhibit A.~~rearrange the trunk group. When reclamation does occur, ~~the trunk group shall not be left with less than 25% excess capacity.~~ Qwest shall not leave the CLEC-assigned ~~7.2.2.8.14 When trunk groups are utilized at less than 60% for any three month period, and CLEC places an order to augment those trunk groups, the Parties shall negotiate in good faith to determine appropriate sizing of the underutilized trunk groups. If CLEC cannot substantiate a need for the increased level of trunking, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those underutilized trunk groups until such time as the utilization on that group reaches the required 60 percent level.~~trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.