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	1.7.2 Notwithstanding any other	
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; COLORED PRINT = DISPUTED. Black text in either of the "Proposed Language" columns indicates language that is agreed upon and thus closed, and colored text indicates disputed (open) language. The highlighted (colored) 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	
(1 of 2 options for 1.7.2)	such letters are attached hereto as Exhibits N -O). 1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.		
Issue 1-1	PROPOSAL #2	SAME FOR BOTH PROPOSALS:	
Section 1.7.2	1.7.2 If the Commission orders, or	I KOI OSALS.	
Section 1.7.2	Qwest chooses to offer and CLEC	1.7.2 Notwithstanding any other	
(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	
options)	Agreement, including Exhibit C, the	pursuant to the Change	
	Parties shall amend this Agreement	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		
	interval interim Advice Adoption		
	Letter terminating with approval of		
	negotiated Amendment) pertaining		
	to the new interval (rather than new		
	product) (or as otherwise ordered		
	by the Commission). The forms of		
	such letters are attached hereto as Exhibits N -O).		

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. <u>Intervals are set</u>	forth in Section 20. Intervals are set	
Intervals for	<u>forth in Exhibit C.</u> 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	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Group 9.0			
(LIS			
Trunking)			
Issue 1-1 (d)	3.1.1 For the following products	3.2 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	CLEC pursuant to the guidelines	
	for:	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-		
	<u>loaded, ADSL compatible,</u> xDSL-I, ISDN; and		
	f) 25 or more lines Quick		
	Loop and Quick Loop with LNP.		
	Loop and Quick Loop with Livi.		
	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 EEL/Loop Mux; c) 4 or more DS3 UDITs; and d) 4 or more DS3 EEL/Loop Mux		
Section 9.23.9.4.3 (First Sentence only)	9.23.9.4.3 [24.4.4.3] Standard sService intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale	9.23.9.4.3 [24.4.4.3] Standard Sservice intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale	
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:	<u>2.2 – Disputed portion (Issue 1):</u>	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
		Rates in Exhibit A include legally	
Section 2.2 ⁴	2.2 – Disputed portion (Issue 1):	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		<u>Commission.</u>	
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	
1	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	OWEST 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 include legally	
	binding decisions of the	binding decisions of the	
	Commission and shall be applied on	Commission and shall be applied on	
	a prospective basis from the	a prospective basis from the	
	effective date of the legally binding	effective date of the legally binding	
	Commission decision, unless	<u>Commission decision, unless</u>	
	otherwise ordered by the	otherwise ordered by the	
	Commission. When a regulatory	<u>Commission</u> . 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 aAny amendment shall be	resulting a Any 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	
1	conditions, unless otherwise	conditions, unless otherwise	
	ordered In the event neither Party	ordered. In the event neither Party	

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	provides notice within thirty (30)	provides notice within thirty (30)	
	Days, the effective date of the	Days, the effective date of the	
	legally binding change shall be the	legally binding change shall be the	
	effective date of the amendment	effective date of the amendment	
	unless the Parties agree to a	unless the Parties agree to a	
	different date. While any	different date. While any	
·	negotiation or Dispute resolution is	negotiation or Dispute resolution is	
	pending for an amendment pursuant	pending for an amendment pursuant	
	to this Section 2.2 the Parties shall	to this Section 2.2 the Parties shall	
	continue to perform their	continue to perform their	
	obligations in accordance with the	obligations in accordance with the	
	terms and conditions of this	terms and conditions of this	
	Agreement. For purposes of this	Agreement. For purposes of this	
	Section, "legally binding" means	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	stayed, no request for a stay is	
	pending, and any deadline for	pending, and any deadline for	
	requesting a stay designated by	requesting a stay designated by	
	statute or regulation, has passed.	statute or regulation, has passed.	
ĺ			
Issue 2-3	PROPOSAL #2		
		Each Party has an obligation to	
Section 2.2 ⁵	Each Party has an obligation to	ensure that the Agreement is	
and Section	ensure that the Agreement is	amended accordingly. Where the	
22.4.1.2	amended accordingly. Where the	Parties fail to agree upon such an	

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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	an	mendment within sixty (60) Days
Application	amendment within sixty (60) Days	aft	fter notification from a Party
of Rates in	after notification from a Party	sec	eeking amendment due to a
Exhibit A	seeking amendment due to a	mo	nodification or change of the
	modification or change of the	Ex	Existing Rules or if any time during
(1 of 2 issues	Existing Rules or if any time during	suc	uch sixty (60) Day period the
in 2.2)	such sixty (60) Day period the	Pa	Parties shall have ceased to
	Parties shall have ceased to	ne	negotiate such new terms for a
(2 of 2	negotiate such new terms for a	co	ontinuous period of fifteen (15)
Options)	continuous period of fifteen (15)	Da	Days, it shall be resolved in
	Days, it shall be resolved in	ace	ccordance with the Dispute
	accordance with the Dispute	res	esolution provision of this
	resolution provision of this	Ag	Agreement
	Agreement		
			The rates in Exhibit A and when
	<u>The rates in Exhibit A and when</u>		hey apply are further addressed in
	they apply are further addressed in		Section 22. Generally, with respect
	Section 22. Generally, with respect		o rates, this Section 2.2 addresses
	to rates, this Section 2.2 addresses		hanges 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		y the Commission (Unapproved
	by the Commission (Unapproved		Rates). Rates in Exhibit A <u>include</u>
	Rates in Exhibit A include		egally binding decisions of the
	legally binding decisions of the	Co	Commission
	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).

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section	Emilderide	Enrydenide	
1	22.4.1.2 If the Interim	22.4.1.2 If the Interim	
	Rates are reviewed and changed by	Rates are reviewed and changed by	
	the Commission, the Parties shall	the Commission, the Parties shall	
	incorporate the rates established by	incorporate the rates established by	
	the Commission into this	the Commission into this	
	Agreement pursuant to Section 2.2	Agreement pursuant to Section 2.2	
	of this Agreement. Such	of this Agreement. Such	
	Commission-approved rates shall	Commission-approved rates shall	
	be effective as of the date required	be effective as of the date required	
	by a legally binding order of the	by a legally binding order of the	
	Commission. Each Party reserves	Commission. Each Party reserves	
	its rights with respect to whether	its rights with respect to whether	
	Interim Rates are subject to true-up.	Interim Rates are subject to true-up.	
	If, however, the Commission issues	If, however, the Commission issues	
	an order with respect to rates that is	an order with respect to rates that is	
	silent on the issue of a true-up, the	silent on the issue of a true-up, the	
	rates shall be implemented and	rates shall be implemented and	
	applied on a prospective basis from	applied on a prospective basis from	
	the effective date of the legally	the effective date of the legally	
	binding Commission decision as	binding Commission decision as	
	described in Section 2.2. Rates in	described in Section 2.2. Rates in	
	Exhibit A include legally binding	Exhibit A include legally binding	
	decisions of the Commission and	decisions of the Commission and	
	shall be applied on a prospective	shall be applied on a prospective	
	basis from the effective date of the	basis from the effective date of the	
	legally binding Commission	legally binding Commission	
	decision, unless otherwise ordered	decision, unless otherwise ordered	
	by the Commission. ⁶	by the Commission.	

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Issue#/1	ESCHELON PROPOSED	QW	EST PROPOSED
Section# ²	LANGUAGE ³		LANGUAGE
EFFECTIVE			
DATE OF			
LEGALLY			
BINDING			
CHANGES	PROPOSIT #4	77.71	1 - 1 - 1
Issue 2-4	PROPOSAL #1:		a regulatory body or
	YY71 1 1 1		s an order causing a
Section 2.2	When a regulatory body or		aw and that order does
T-00	court issues an order causing a	<u>not include</u>	^
Effective	change in law and that order does		ation date, a Party may
Date of	not include a specific		tice to the other Party
Legally	implementation date, a Party may		ty (30) Days of the
Binding	provide notice to the other Party		ate of that order and any
Changes	within thirty (30) Days of the		ay_amendment shall be
	effective date of that order and any		ective on the effective
(2 of 2 issues	resultingaAny amendment shall		legally binding change
in Section	be deemed effective on the effective		ation of the Existing
2.2)	date of the legally binding change		ates, and to the extent
	or modification of the Existing	*	for other terms and
(1 of 2	Rules for rates, and to the extent		unless otherwise
Options)	practicable for other terms and		the event neither Party
	conditions, unless otherwise	_	otice within thirty (30)
	ordered. In the event neither Party		ffective date of the
	provides notice within thirty (30)		ding change shall be the
	Days, the effective date of the		ate of the amendment
	legally binding change shall be the		Parties agree to a
	effective date of the amendment	different da	<u>ate.</u>
	unless the Parties agree to a		
	different date		
Issue 2-4	PROPOSAL #2:	PROPOS A	<mark>AL #2:</mark>

Issue#/1	ESCHELON PROPOSED	OWEST 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	
i	- 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	
	a legally binding modification or	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	

Таата а 4/1	ESCHELON PROPOSED	OWEST DRODGED	T
Issue#/1		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	NOTE OPEN IN EGG COCT		
Issue 4-5	NOTE: OPEN UNLESS COST-	9.2.3.8 Design Change rates for	
Q4: -	CASED CHARGE ALSO	Unbundled Loops (unless the need	
Section 9.2.3.8	ADOPTED. 7 9.2.3.8 <u>Design</u> Change rates for Unbundled Loops	for such change is caused by Qwest,	
9.2.3.8	(unless the need for such change is	in which case this rate does not	
See (a) to (c)	caused by Qwest, in which case this	apply.)	
below for	rate does not apply.)		
related	inte does not apply.)		
sections:			
9.2.3.9			
and	'		
Exhibit A at			
9.20.13			
"Design			
Change"			
Jagua 4 k (-)	0.2.2.0 CEA Change 2/4 Wins	0.2.2.0 Dates for CEA above and	
Issue 4-5 (a)	9.2.3.9 <u>CFA Change – 2/4 Wire</u>	9.2.3.9 Rates for CFA changes are	

⁷ See Denney Surrebuttal pp. 25-27

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
9.2.3.9 CFA Change	Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.	set forth in Exhibit A (unless the need for such change is caused by Qwest, in which case this rate does not apply).	
Issue 4-5 (b) Intentionally Left Blank			
Issue 4-5 (c) Exhibit A Section 9.20.13 Design Change Charge	9.20.13 Design Change (<u>Transport</u>) 9.20.13.1.1 Manual \$53.65 E 9.29.13.1.2 Mechanized \$50.45 E 9.20.13.2 Loop \$30.00 1 9.20 13.3 CFA \$ 5.00	9.20.13 Design Change (Transport) 9.20.13.1.1 Manual \$53.65 E 9.29.13.1.2 Mechanized \$50.45 E 9.20.13 Design Change (Transport) 9.20.13.1.1 Manual \$53.65 E 9.29.13.1.2 Mechanized \$50.45 E 9.20.13.2 Loop 9.20.13.2.1 Manual \$53.65 E 9.20.13.2.2 Mechanized \$50.45	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
		<u>E</u> <u>9.20.13.3 CFA</u> 9.20.13.3.1 Manual \$53.65	
		<u>E</u>	
		9.20.13.3.2 Mechanized \$50.45 <u>E</u> 9.20.13.2 Loop \$30.00	
		9.20 13.3 CFA \$ 5.00	
DISCONTIN- UATION OF		<u>+</u>	
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, oOne 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

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Section# ²	LANGUAGE ³	LANGUAGE	
	Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to	,	
	seek equitable relief, including injunctive relief and specific performance.	be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.	
Issue 5-6	PROPOSAL #2: 5.4.2 One Party may discontinue	SAME FOR BOTH PROPOSALS:	
Section 5.4.2	processing orders for relevant services for the failure of the other	5.4.2 One Party may discontinue 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	
(2 of 2	Agreement, for the relevant services provided under this Agreement	for in Section 21.8 of this Agreement, for the relevant services	
(2 01 2	provided under tins rigidentent	regreement, for the following services	<u> </u>

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
options)	within thirty (30) Days following	provided under this Agreement	
	the Payment Due Date <u>If the</u>	within thirty (30) Days following	
	billed Party asks the Commission to	the Payment Due Date If the	
	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	
	5.1.2		
Issue 5-7	5.4.3 With the Commission's	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> The Billing Party may disconnect	5.13.1,, tThe 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 5.13.1	full payment, less any disputed	Party to make full payment, less	
3.13.1	amount as provided for in Section 21.8 of this Agreement, for the	any disputed amount as provided 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	
disconnects	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	
	recurring charge less the wholesale	tarried non-recurring charge less	

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	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	

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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Section	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		
	addition to other remedies that may	during those three (3) cycles. In 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	
	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	
	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	

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	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	
ı	dispute.	dispute.	
DEBOGIEG			
DEPOSITS	5 4 5 D: (1)	5.4.5.D: (1.1)	
Issue 5-8	5.4.5 Disputed portion (issue 1):	5.4.5 Disputed portion (issue 1):	
Section £ 15	"Repeatedly Delinquent" means	"Repeatedly Delinquent" means	
Section 5.4.5	payment of any undisputed <u>non-de</u> minimus amount received more	payment of any undisputed non-de 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	
Amount	Payment Due Date	rayment Due Date	
(1 of 3 issues	Entire provision:	Entire provision:	
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	

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	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 months. or 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)	

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Sectionin	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, unless the	conditions being met, unless the	
	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	Billing) pursuant to Section 5.18. If	
	such a Dispute is brought before the	such a Dispute is brought before the	
	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.	

Section ## LANGUAGE	Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Issue \$\frac{3}{9}\$ Section 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number Section 5.4.5 PROPOSAL #1 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number Section 5.4.5 FROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, for three (3) or more times during a twelve (12) month period on the same Billing account number amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number Section 5.4.5 PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number				
Section 5.4.5 Section 6.4.5 Section 6.4.			LANGUAGE	
Section 5.4.5 means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months. or more times during a twelve (12) month period on the same Billing account number Section 5.4.5 Trace of the continuation of proposal for 5.4.5 Trace of the continuation of proposal for 5.4.5	Issue 3-9		5.4.5 (CD	
Definition of Repeatedly Delinquent Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number	G .: 5.4.5			
Definition of Repeatedly Delinquent Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number (2 of 3 issues in 1 * Eschelon proposal for 5.4.5) (1 of 2 optiors) Issue \$-9 Section 5.4.5 Definition of Repeatedly Delinquent' means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number **Section 5.4.5** Section 5.4.5 Definition of Repeatedly Delinquent' means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues (2 of 3 issues **The Payment Due Date, for three (3) consecutive months or more times during a six (6) month period on the same Billing account number	Section 5.4.5			
Repeatedly Delinquent Due Date, for three (3) consecutive months, or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number Due Date, for three (3) consecutive months or more times during a twelve (12) month period on the same Billing account number				
Delinquent (2 of 3 issues in 1† Eschelon proposal for 5.4.5) (1 of 2 options) Issue \$\frac{4}{3}\$-9 Section 5.4.5 Section 5.4.5 Definition of Repeatedly Delinquent thrust (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number **Section 5.4.5** Definition of Repeatedly Delinquent thrity (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number **Section 5.4.5** Definition of Repeatedly Delinquent thrity (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number (2 of 3 issues **Temperated three days are three three days are three thre				
twelve (12) month period on the same Billing account number	1 -		·= · · · /	
Same Billing account number same	Delinquent			
in 1st Eschelon proposal for 5.4.5) (1 of 2 options) Issue 5-9 Section 5.4.5 Definition of Repeatedly Delinquent thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues				
Eschelon proposal for 5.4.5) (1 of 2 options) Issue \$\frac{3}{9}\$ Section 5.4.5 Definition of Repeatedly Dels, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues	`	same Billing account number	same Billing account number	
proposal for 5.4.5) (1 of 2 options) Issue 5-9 Section 5.4.5 Definition of Repeatedly Delinquent thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues				
Section 5.4.5 Section 5.4.5 Section 5.4.5 Section of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number				
(1 of 2 options) Issue \$-9 Section 5.4.5 Definition of Repeatedly Delinquent (2) of 3 issues Delinquent (2) of 3 issues Issue \$-9 Section 5.4.5 PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues Options) 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number	* *			
Issue 3-9 PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than Definition of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues	5.4.5)			
Issue 3-9 Issue 3-9 PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than Definition of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number				
Issue \$-9 Section 5.4.5 "Repeatedly Delinquent" Section 5.4.5 means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues PROPOSAL #2 (issue 2): 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number				
Section 5.4.5 "Repeatedly Delinquent" means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a six (6) month period on the same Billing account number	options)			
Section 5.4.5 means payment of any undisputed amount received more than Definition of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues means payment of any undisputed amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number	Issue 5-9	PROPOSAL #2 (issue 2):		
Definition of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number		5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Definition of Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues 1 thirty (30) Days after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number	Section 5.4.5	means payment of any undisputed.	means payment of any undisputed.	
Repeatedly Delinquent Due Date, three (3) or more times during a six (6) month period on the same Billing account number (2 of 3 issues Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number		amount received more than	amount received more than	
Delinquent during a six (6) month period on the same Billing account number (2 of 3 issues during a twelve (12) month period on the same Billing account number	Definition of	thirty (30) Days after the Payment	thirty (30) Days after the Payment	
the same Billing account number (2 of 3 issues . on the same Billing account number	Repeatedly	Due Date, three (3) or more times	Due Date, three (3) or more times	
the same Billing account number (2 of 3 issues . on the same Billing account number				
(2 of 3 issues . number	11			
	(2 of 3 issues		e e e e e e e e e e e e e e e e e e e	
1 ESCHCION 1	1 st Eschelon			
proposal for				
5.4.5)				
(2 of 2	(2 of 2			
options)				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 5-10			
Intentionally			
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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 Each Party will determine	
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 If the Parties	described below, or if H 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	
, i	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	

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Sectioniii	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 payment of any undisputed	
	(30) Days or more after the	amount received thirty (30) Days or	
	Payment Due Date, three (3) or	more after the Payment Due Date,	
	more times during a twelve (12)	three (3) or more times during a	
	month period on the same Billing	twelve (12) month period on the	

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

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
OF CREDIT	LANGUAGE	LANGUAGE
STANDING		
Issue 5-13	PROPOSAL #1:	SAME FOR BOTH
13346 3-13	5.4.7 Intentionally Left Blank.	PROPOSALS:
Section 5.4.7	3.1.7 Intentionally Delt Blank.	5.4.7 Intentionally Left Blank
Section 4.1.7		2.1.7 Intelligently Lett Blank
Review of		
credit		
standing		
(1 of 2		
options)		
Issue 5-13	PROPOSAL #2:	SAME FOR BOTH
	5.4.7 <u>If a Party has received a</u>	PROPOSALS:
Section 5.4.7	deposit pursuant to Section 5.4.5	5.4.7 If a Party has received a
D : C	but the amount of the deposit is less	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 permitted by Section 5.4.5, tThe
standing	Billing Party may review the other 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
options)	no event will the maximum amount	approved by the Commission, but in
Į į	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
	CLECs.	authority with regard to Qwest or

Issue#/1	ESCHELON PROPOSED	OW	/EST PROPOSED
Section# ²	LANGUAGE ³		LANGUAGE
		CLECs.	
'			
Issue 5-14			
Intentionally			
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Issue 5-15			
Intentionally			
Left Blank			
COPY OF			
NONDIS-			
CLOSURE			
AGREE- MENT			
Issue 5-16	5.16.9.1 The Parties may disclose,	5 16 0 1 T	ha Darriag may digaloga
188ue 3-10	on a need to know basis only,		he Parties may disclose, to know basis only,
Section	CLEC individual forecasts and		ividual forecasts and
5.16.9.1	forecasting information disclosed		g information disclosed
3.10.9.1	by Qwest, to legal personnel, if a	· · · · · · · · · · · · · · · · · · ·	to legal personnel, if a
Non-	legal issue arises about that		e arises about that
disclosure	forecast, as well as to CLEC's		s well as to CLEC's
Agreement	wholesale account managers,		account managers,
Agreement	wholesale LIS and Collocation		LIS and Collocation
	product managers, network and		anagers, network and
	growth planning personnel		anning personnel
	responsible for preparing or		e for preparing or
	responding to such forecasts or		g to such forecasts or
	forecasting information. In no case		g information. In no case
	shall retail marketing, sales or		marketing, sales or
	strategic planning have access to		lanning have access to
	this forecasting information. The		isting information. The
	Parties will inform all of the		Il inform all of the
	aforementioned personnel, with		ioned personnel, with
	atorementioned personner, with	arorement	ionea personner, with

Section#	T // /1	ECCHELON PROPOSES	OWIEGE BRORGER	T
access to such Confidential Information, of its confidential Information, or its confidential Information Infor	Issue#/		•	
Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Owest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution, Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6\(^{17}\) Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7	Section#2			
nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7				
execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Owest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		*		
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. Owest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7				
termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel may including termination with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6\frac{17}{17} Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		execute a non-disclosure agreement	execute a non-disclosure agreement	
personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Owest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		which states that, upon threat of	which states that, upon threat of	
such information with those not authorized to receive it except as specifically authorized by law. Owest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6\(\frac{1}{7}\) Intentionally Left Blank Section 7, 3, 5, 2 See Section 12, 2, 1, 2 (Issue 12-67(f)) Section 7, 4, 7		termination, the aforementioned	termination, the aforementioned	
authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		personnel may not reveal or discuss	personnel may not reveal or discuss	
specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 1.2.2.1.2 (Issue 12-67(f)) Section 7.4.7		such information with those not	such information with those not	
Section 7.4.7		authorized to receive it except as	authorized to receive it except as	
Signed copy of each non-disclosure agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.				
agreement executed by Owest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12- 67(f)) Section 7.4.7		Qwest shall provide CLEC with a	Qwest shall provide CLEC with a	
Dersonnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(ft)) Section 7.4.7 Section 7.4.7 Section 7.4.7 Section 7.4.7 Section 7.4.7 Section 7.4.7 Section 8.5 Section 9.5 Secti		signed copy of each non-disclosure	signed copy of each non-disclosure	
Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7 Section 7.4.7		agreement executed by Qwest	agreement executed by Qwest	
requirements shall subject the personnel to disciplinary action up to and including termination of employment. Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		personnel within ten (10) Days of	personnel within ten (10) Days of	
personnel to disciplinary action up to and including termination of employment. Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		execution. Violations of these	execution. Violations of these	
to and including termination of employment. Issue 6-17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7	·	requirements shall subject the	requirements shall subject the	
Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		personnel to disciplinary action up	personnel to disciplinary action up	
Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7		to and including termination of	to and including termination of	
Issue 6 17 Intentionally Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7				
Intentionally Left Blank Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7				
Intentionally Left Blank Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7	Issue 6-17			
Left Blank Section 7.3.5.2 See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7 Section 7.4.7				
Section 7.3.5.2 See Section 12.2.1.2 (Issue 12- 67(f)) Section 7.4.7				
7.3.5.2 See Section 12.2.1.2 (Issue 12- 67(f)) Section 7.4.7				
See Section 12.2.1.2 (Issue 12-67(f)) Section 7.4.7				
12.2.1.2 (Issue 12- 67(f)) Section 7.4.7				
(Issue 12- 67(f)) Section 7.4.7				
67(f)) Section 7.4.7				
Section 7.4.7	`			

Issue#/¹ ESCHELON PROPOSED Section#² LANGUAGE³ LANGUAGE 1.7.2 above (Issue 1-1) TRANSIT RECORD CHARGE AND BILL VALIDA- TION	
(Issue 1-1) TRANSIT RECORD CHARGE AND BILL VALIDA-	
TRANSIT RECORD CHARGE AND BILL VALIDA-	
RECORD CHARGE AND BILL VALIDA-	
CHARGE AND BILL VALIDA-	
AND BILL VALIDA-	
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	li di
	ŀ
Section bills to CLEC for Transit Traffic the billed party may request sample 11- billed party may request sample 11-	
7.6.3.1 01-XX records for specified offices.	
These records will be provided by These record will be provided by	
Application of Transit mechanized format to the billed the transit provider in EMI mechanized format to the billed the transit provider in EMI mechanized format to the billed	
Carrier. The billed party will limit	
requests for sample 11-01-XX data to a maximum of once every six requests for sample 11-01-XX data 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-	
transit provider, upon request, bill transit provider, upon request, bill	
Section 7.6.4 validation detail including but not	
limited to: originating and	
Transit terminating CLLI code, originating terminating CLLI code, originating terminating that	
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	

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	elements being billed, and rates applied to each minute.	elements being billed, and rates applied to each minute.	
Issue 8+20 Intentionally Left Blank			
Issue 8-20 (a) Intentionally Left Blank			
Issue 8-21 Intentionally Left Blank			
Issue 8-21 (a) Intentionally Left Blank			
Issue 8-21 (b) Intentionally Left Blank			
Issue 8-21 (c) Intentionally Left Blank			
Issue 8-21 (d) Intentionally Left Blank			
Issue 8-21 (e) Intentionally Left Blank			
Issue 8-21 (f) Intentionally Left Blank			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section# ² Issue 8-22	Emigorion	Enrydende	
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Issue 8-23			
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Issue 8-24			
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Issue 8-25			
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Issue 8-26			
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Issue 8-27			
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Issue 8-28			
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Issue 8-29			
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Issue 8-30			
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Sections			
9.1.1.1.1 &			
9.1.1.1.1.1			
See Issue 9-			

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
58(e)			
(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			
Issue 9-31	PROPOSAL #1:	SAME FOR BOTH	
		PROPOSALS:	
Section 9.1.2	9.1.2 Qwest shall provide non-	9.1.2 Qwest shall provide non-	
3.7	discriminatory access to Unbundled	discriminatory access to Unbundled	
Non-	Network Elements on rates, terms	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	
(1 of 2	Network Element Qwest provides, as well as the access provided to	Network Element Qwest provides, as well as the access provided to	
Options)	that element, will be equal between	that element, will be equal between	
Options)	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	
	avanable for Official and Network	available for Official Network	

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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, e.g., 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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	access to CLEC to an Unbundled	access to CLEC to an Unbundled	
	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-	
133uc 7-31	discriminatory access to Unbundled	discriminatory access to Unbundled	
Section 9.1.2	Network Elements on rates, terms	Network Elements on rates, terms	
Section 5.1.2	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	

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	available for Unbundled Network	available for Unbundled Network	
1	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, e.g., 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) and will be provided at	
	TELRIC ratesat the applicable	TELRIC rates at the applicable	
	rates. Qwest shall perform for	rates. 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	

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
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	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
	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.
	requirements.	requirements.
Issue 9-32		
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Issue 9-32(a)		
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Issue 9-32 (b)		
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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 9-32 (c)			
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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).	
Customers	(In addition, in the event of	(In addition, in the event of	
(1 of 2 issues		emergency, see Section 9.1.9.1).	
in Sections	emergency, see Section 9.1.9.1).8	chiergency, see Section 5.1.5.1).	
9.1.9)	010 F /: : : D 1	0.1.0 Entire provision:	
9.1.9)	9.1.9 Entire provision – Proposal	9.1.9 Entire provision:	
(1 of 2	<u>#1:</u>		
		9.1.9 In order to maintain and	
Options)	9.1.9 In order to maintain and		
	modernize the network properly,	modernize the network properly,	
	Qwest may make necessary	Qwest may make necessary	

⁸ 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)."

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	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 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	

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	attached to the public network. Changes that affect network Interoperability include changes to	attached to the public network. Changes that affect network 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 area code implementation. FCC	(10) digit, area code splits, and new area code implementation. FCC	
	rules are contained in CFR Part 51 and 52. Such notices will contain	rules are contained in CFR Part 51 and 52. Such notices will contain	
	the location(s) at which the changes will occur <u>including</u> , if the changes are specific to a CLEC End User	the location(s) at which the changes will occur including, if the changes are specific to a CLEC End User	
	Customer, the circuit identification and CLEC End User Customer	Customer, the circuit identification and CLEC End User Customer	
	address information, and any other information required by applicable	address information, and any other information required by applicable	
	FCC rules. Qwest provides such disclosures on an Internet web site.	FCC rules. Qwest provides such disclosures on an Internet web site.	
Issue 9-33	PROPOSAL #2 (Issue 1)		
Section 9.1.9	If such changes result in the	If such changes result in the	
Network Maintenance	<u>CLEC's End User Customer</u> experiencing unacceptable changes	CLEC's End User Customer experiencing unacceptable changes	
and Modernization	in the transmission of voice or data. Qwest will assist the CLEC in	in the transmission of voice or data, Owest will assist the CLEC in	
Activities –	determining the source and will take the necessary corrective action	determining the source and will take the necessary corrective action	

⁹ 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	
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Affect on	to restore the transmission quality	to restore the transmission quality	
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	9.1.9 – Entire Provision – Proposal	9.1.9 – Entire Provision – Proposal	
in Sections	<u>#2:</u>	<u>#2:</u>	
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 <u>. If such</u>	
	changes result in the CLEC's End	changes result in the CLEC's End	
	<u>User Customer experiencing</u>	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	

¹⁰ 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".

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	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	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 including, if the changes	will occur including, if the changes	
	are specific to an End User	are specific to an End User	
	Customer, 11 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	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
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	disclosures on an Internet web site.	disclosures on an Internet web site.
'		
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	Customer, the circuit identification	Customer, the circuit identification
Modernization Activities –	and CLEC End User Customer	and CLEC End User Customer
Activities –	address information and any other information required by applicable	address information, and any other information required by applicable
Location at	FCC rules.	FCC rules.
Which	1 CC Tures.	
Changes		
Occur		
(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

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

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
9.1.13.3)			
See below -			
Moved to			
"Stayed			
Issues"			
Issue 9-37 (a)			
(Section			
9.1.14.4)			
See below -			
Moved to			
"Stayed			
"Stayed Issues"			
Issue 9-37 (b)			
Intentionally			
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Issue 9-38			
(Section			
9.1.13.4 and			
subparts)			
See below -			
Moved to			
"Stayed			
Issues"			
Issue 9-39			
Intentionally			
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Issue 9-40			
(Sections			
9.1.13.5.2;			
9.1.15.2.1) –			
see below -			

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Section# ²	LANGUAGE ³	LANGUAGE	
Moved to			
"Stayed			
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)			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³		
	LANGUAGE	LANGUAGE	
Stayed/below	0.4.4.7.0.0.771	0.4.4%0.0.7%	
Issue 9-43	9.1.15.2.3 The circuit identification	9.1.15.2.3 The circuit identification	
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 Qwest 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	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSE	ď
Section# ²	LANGUAGE ³	LANGUAGE	
Manner of Conversion – Use of adder or surcharge	UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.	UNE rate and the new rate analogous or alternative ser arrangement, much as Qwe currently does to take advar the annual price increases in commercial Qwest Platform product.	vice st ntage of
Issue 9-44 (b) Section 9.1.15.3.1.1 Manner of Conversion - Use of USOC	9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code ("USOC") for this purpose and assign the "adder" or "surcharge" rate to that USOC.	9.1.15.3.1.1 Qwest may ad Universal Service Ordering ("USOC") for this purpose assign the "adder" or "surel rate to that USOC.	Code and
Issue 9-44 (c) Section 9.1.15.3.1.1 Manner of Conversion - Same USOC	9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.	9.1.15.3.1.2 For any facility converted to an analogous of alternative service arrangen pursuant to Section 9.1.15.3 will either use the same US the USOC will be deemed to same as the USOC for the analogous or alternative ser arrangement for pricing pur such as for the purpose of calculating volumes and disfor a regional commitment.	nent 8, Qwest OC or o be the vice poses,
Issue 9-45			

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section# ²	LANGUAGE ³		LANGUAGE	
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Issue 9-46				
Intentionally				
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Issue 9-47				
Intentionally				
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Issue 9-48				
Intentionally				
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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				
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PHASE				
OUT				
SUBLOOPS				
Issues 9-50				
135ues 7-30		1		1

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Intentionally		
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Issue 9-53	PROPOSAL #2:	
Section 9.9	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
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
UCCRE -	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
	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.
	9.9.1 Qwest shall provide	9.9.1 <u>Intentionally Left Blank</u>
	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

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Section#	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
	Commission within four months	to Section 1.7.3) from the
	from the effective date of this	Commission within four months
		from the effective date of this
	Agreement.	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
UCCRE -	service, access to Unbundled	service, access to Unbundled
	Network Elements (UNEs),	Network Elements (UNEs),
(3 of 4	Ancillary Services or	Ancillary Services or
Options)	<u>Telecommunications Services</u>	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

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	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	
	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	
	<u>facilitate nondiscrimination by</u>	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.	
	1721 164 1 1 6 0 4		
	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 modification or change of the	service pursuant to a legally binding	
	Existing Rules, in the cases of	modification or change of the 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.	
	anything in this Section 1.7.3.	anyunng in uns section 1.7.3.	

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	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	
	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	
	not a party.	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.	
	17241 If the Commission and an	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	

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	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	
	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	

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Section#	orders otherwise or the Parties agree to amend this Agreement. Qwest will amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise. 9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.	orders otherwise or the Parties agree to amend this Agreement. Qwest will amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise. 9.9.1 Intentionally Left Blank Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.	
Issue 9-53	PROPOSAL #4:		
Section 9.9 and subparts	1.7.3 If Qwest desires to phase out or otherwise cease offering a	1.7.3 If Qwest desires to phase out 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	
subparts	that it has previously made	that it has previously made	
очорино	available pursuant to Section 251 of	available pursuant to Section 251 of	

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Phase out;	the Act, Qwest must first obtain an	the Act, Owest must first obtain an
UCCRE -	order from the Commission	order from the Commission
	adopting a process for doing so.	adopting a process for doing so.
(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
	<u>functionalities on a</u>	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.

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	Owest shall provide Unbundled	Intentionally Left Blank Qwest	
	Customer Controlled	shall provide Unbundled Customer	
	Rearrangement Element (UCCRE)	Controlled Rearrangement Element	
	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	
	compatible.	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	

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10 00000	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	
	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	

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	9.9.3.1 Recurring rate elements	9.9.3.1 Recurring rate elements	
	include:	include:	
	9.9.3.1.1 DS1 Port;	9.9.3.1.1 DS1 Port;	9.9.3.1.1 DS1 Port;
	9.9.3.1.2 DS3 Port;	9.9.3.1.2 DS3 Port;	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	9.9.3.1.3 Dial Up Access; and
	9.9.3.1.4 Attendant Access.	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:	
	9.9.3.2.1 DS1 Port;	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.	× 12 10 10 10 11 11 11 11 11 11 11 11 11 11
	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 CLEC when the work activity is	negotiated Due Date and notify CLEC when the work activity is	
	complete. Test results performed	complete. Test results performed	2
	by Qwest are not provided to	by Qwest are not provided to	i i
	CLEC.	CLEC.	
	CEEC.	CDDC.	0550.
Issue 9-51			
Intentionally			
Left Blank			
Lett Diank			

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Issue 9-52	LANGUNGE	LANGUAGE	
Intentionally			
Left Blank			
Issue 9-53			
Section 9.9			
and subparts			
See Issue 9-			
50 (above)			
DIFFER-			
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	

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Section#			
	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)			
Intentionally			
Left Blank			
LOOP -			
TRANS-			
PORT			
COMBINA-			
TIONS			
Issue 9-55	9.23.4 Loop-Transport	9.23.4 Loop-Transport	
	Combinations: 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;	<u>Loop-Transport Combination – For</u>	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			

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of Loops and	functions necessary to combine		
Transport –	those facilities. At least as of the		
	Effective Date of this Agreement		
Terms	"Loop-Transport Combination" is		
	not the name of a particular Qwest		
	product. "Loop-Transport		
	Combination" includes Enhanced		
	Extended Links ("EELs"),		
	Commingled EELs, and High		
	Capacity EELs. If no component of		
	the Loop-transport Combination is a		
	<u>UNE</u> , 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		
	<u>further described in Section</u>	Commissal de FEL LEGUEC	
l	<u>24.1.2.1.</u>	Commingled EEL – If CLEC	
Í	PROPOSAL #2:	obtains at UNE pricing part (but not	
1	PROPOSAL #2:	all) of a <u>Lloop-Ttransport</u> Combination, the arrangement is a	
1	Loop-Transport Combination – For	Commingled EEL. (Regarding	
	purposes of this Agreement, "Loop-	Commingling, see Section 24.)	
	Transport Combination" is a Loop	Comminging, see Section 24.)	
	in combination, or Commingled,	High Capacity EEL – "High	
	with a Dedicated Transport facility	Capacity EEL - High Capacity EEL" is a ±loop-	
	or service (with or without	Ttransport Combination (either	
	Of Service (With Or Without	Tuansport Combination (Cities	

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Section	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	capacity level.	
	product. "Loop-Transport	9.23.4.4 Additional Terms for	
	Combination" includes Enhanced		
		EELsUNE Components of Loop	
	Extended Links ("EELs"),	Transport Combinations	
	Commingled EELs, and High	0.00 4.41 EFF. 1.0 1.1	
	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	EELs UNE Components of Loop-	
	commercial agreements).	Transport Combinations	
	Commingled EEL – If CLEC	9.23.4.5.4 Qwest may require	
·	obtains at UNE pricing part (but not	two (2) service requests when	
	all) of a Lloop-Teransport	CLEC orders Multiplexed	
	Combination, the arrangement is a	EELsLoop Transport Combinations	

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	Commingled EEL. (Regarding	(which are not Point-to-Point) and
	Commingling, see Section 24.)	EEL loops (as part of a multiplexed
		EEL). Regarding Commingling see
·	High Capacity EEL – "High	Section 24.
	Capacity EEL" is a Lloop-	
	<u>T</u> *ransport Combination (either	9.23.4.6 Rate Elements for <u>EELs</u>
	EEL or Commingled EEL) when	UNE Components of Loop-
	the Loop or transport is of DS1 or	Transport Combinations
	DS3 capacity. High Capacity EELs	
	may also be referred to as "DS1	
	EEL" or "DS3 EEL," depending on	
	capacity level.	
	9.23.4.4 Additional Terms for	
1	EELsUNE Components of Loop	
	Transport Combinations	
I	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	
	EELS UNE COMPONENTS OF LOOP	

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	Transport Combinations		
	9.23.4.5.4 Qwest may require two (2) service requests when CLEC orders Multiplexed EELs Loop Transport Combinations (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.		
	9.23.4.6 Rate Elements for EELs		
	UNE Components of Loop		
	Transport Combinations		
SERVICE			
ELIGIBI-			
LITY			
CRITERIA			
- AUDITS			
Issue 9-56	9.23.4.3.1.1 After CLEC has	9.23.4.3.1.1 After CLEC has	
13340 7 30	obtained High Capacity EELs in	obtained High Capacity EELs in	
Sections	accordance with Section 9.23.4.1.2,	accordance with Section 9.23.4.1.2,	
9.23.4.3.1.1;	Qwest may conduct a Service	Qwest may conduct a Service	
See subpart	Eligibility Audit to ascertain	Eligibility Audit to ascertain	
to Issue 9-56	whether those High Capacity EELs	whether those High Capacity EELs	
(a) for related	comply with the Service Eligibility	comply with the Service Eligibility	
issues in	Criteria set forth in Section	Criteria set forth in Section	
9.23.4.3.1.1.1	9.23.4.1.2-, when Qwest has a	9.23.4.1.2 ₅ . when Qwest has a	
.1	concern that CLEC has not met the	concern that CLEC has not met the	

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section#			
g .	Service Eligibility Criteria.	Service Eligibility Criteria.	
Service			
Eligibility			
Criteria –			
Audits -			
Concern			
Issue 9-56 (a)	9.23.4.3.1.1.1 The written notice	9.23.4.3.1.1.1 The written notice	
	shall include the cause upon which	shall include the cause upon which	
Section	Qwest has a concern that CLEC has	Qwest has a concern that CLEC has	
9.23.4.3.1.1.1	not met the Service Eligibility	not met the Service Eligibility	
.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 Qwest has identified as	
Eligibility	of that date, if any, for which Qwest	of that date, if any, for which Qwest	
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) above			

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
& Issue 9-61			
(Section			
9.23.9) below			
Issue 9-57			
Intentionally			
Left Blank			
CO-			
MMINGLED EELS/			
ARRANGE-			
MENTS			
Issue 9-58	9.23.4.5.1 CLEC will submit	9.23.4.5.1 CLEC will submit	
	orders for Loop Transport EELs	orders for Loop Transport <u>EELs</u>	
Sections	Combinations using the LSR	Combinations using the LSR	
9.23.4.5.1,	process. Submission of LSRs is	process. Submission of LSRs is	
9.23.4.5.1.1;	described in Section 12.	described in Section 12.	
See subparts	0.00 4.5.1.1	0.004.7.1.1	
to Issue 9-58	9.23.4.5.1.1 If any component	9.23.4.5.1.1 If any component	
(a)-(d) and 9- 59 for related	of the Loop-Transport Combination	of the Loop Transport Combination	
issues in	is not a UNE (i.e., not a component to which UNE pricing applies),	is not a UNE (i.e., not a component to which UNE pricing applies),	
9.23.4.5.4,	CLEC will indicate on the LSR that	CLEC will indicate on the LSR that	
9.23.4.6.6	the component is not a UNE (e.g.,	the component is not a UNE (e.g.,	
(and	CLEC is ordering the component as	CLEC is ordering the component as	
subparts),	an alternate service such as special	an alternate service such as special	
9.23.4.7 and	access). CLEC will indicate this	access). CLEC will indicate this	
subparts;	information in the Remarks section	information in the Remarks section	
9.1.1.1.1 &	of the LSR, unless the Parties agree	of the LSR, unless the Parties agree	
9.1.1.1.1.2	otherwise.	otherwise.	
Ordering,		9.23.4.5.4 One (1) LSR is required	
Billing, and	9.23.4.5.4 One (1) LSR is required	when CLEC orders Point-to-Point	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Circuit ID for	when CLEC orders Point-to-Point	EELs_and Point-to-Point	
Commingled	EELs. and Point-to-Point	Commingled EELs	
Arrangements	Commingled EELs		
_			
ORDERING			
(For alternate			
proposal, see			
Section 9-59			
below)			
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. and Point-to-Point	
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 EELsLoop-Transport	
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)			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
above]	LANGUAGE	LANGUAGE	
Issue 9-58 (b)	0.22.4.6.6. Fara and Deint to Deint	0.22.4 ((Fan Campainaline and	
1ssue 9-58 (b)	9.23.4.6.6 For each Point-to-Point	9.23.4.6.6 For Commingling see	
G 4:	Loop-Transport Combination (see	Section 24.	
Sections	Section 9.23.4.5.4), all chargeable		
9.23.4.6.6	rate elements for such combination		
(and	will appear on the same Billing		
subparts),	Account Number (BAN).		
0.1.	NOTE P P 1 1 2 14 4		
Ordering,	NOTE: For Eschelon's alternative		
Billing, and	proposal (if single BAN is rejected),		
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	
188ue 9-38 (c)		PROPOSALS:	
Sections	language (if Qwest's position on 9.23.4.6.6 is accepted in	rkurusals.	
9.23.4.6.6	arbitration)	9.23.4.6.6 For Commingling, see	
9.23.4.0.0 (and	ar bitt atton)	Section 24.	
subparts)	9.23.4.6.6 For each Point-to-Point	<u>Section 24.</u>	
suoparts)	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	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
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-	
	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	
	0.22.4.6.6.2.5.1	access/private line);	
	9.23.4.6.6.3 Each month, Qwest	0.22.4 ((2.17.1) 1 0 0 1	
	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 sub-account number for the UNE	
	component of the Commingled EEL		
	in a field (e.g., the Reference Billing Account Number, or RBAN,	component of the Commingled EEL in a field (e.g., the Reference	
	field) of the bill for the non-UNE	Billing Account Number, or RBAN, field) of the bill for the non-UNE	
	component; and	component; and	
	9.23.4.6.6.4 For each Commingled	component, and	
	EEL, Qwest will provide on all	9.23.4.6.6.4 For each Commingled	
	EEL, QWEST WIII PROVIDE OII AII	7.23.4.0.0.4 For tacil Commingion	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	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	
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	9.1.1.1.2 When a UNE or UNE	9.1.1.1.1.2 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	

T ///1	ECCHELON BRODOCER	OWEGE BRODGER	
Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	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	
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	24.1.2.1.	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	
	<u> </u>	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:	
	Overton M 1.	Souton 21,	
	9.1.1.1.1 When a UNE and	9.1.1.1.1 When a UNE and	
	another service are Commingled,	another service are Commingled.	
	another berview are commingion,	unother service are commingion,	

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Sections	the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.	the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.	
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 (alternate) Sections 9.23.4.7 and subparts Ordering, Billing, and	Eschelon proposed alternate language (if Qwest's position on 9.23.4.5.4 is accepted in arbitration) 9.23.4.7 Maintenance and Repair for UNE Component of Point-to-Point Commingled EELs	9.23.4.7 Maintenance and Repair for UNE Component of Point-to-Point Commingled EELs	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
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, so	described in Section 12.4.2.2, so
_	long as Qwest provides more than	long as Qwest provides more than
	one circuit ID per Commingled	one circuit ID per Commingled
CIRCUIT	EEL, CLEC may provide all both	EEL, CLEC may provide all_both
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 (i.e., Qwest shall not	trouble report (i.e., Qwest shall not
	require CLEC to submit separate	require CLEC to submit separate
	and/or consecutive trouble reports	and/or consecutive trouble reports
(Alternate	for the different circuit IDs	for the different circuit IDs
proposal to	associated with the single	associated with the single
9.23.4.5.4 in	Commingled EEL). If CLEC is	Commingled EEL). If CLEC is
Issue 9-	using CEMR to submit the trouble	using CEMR to submit the trouble
58(a))	report, for example, <u>the</u> CLEC <u>may</u>	report, for example, the CLEC may
	will first report one circuit ID (the	will first report one circuit ID (the
	circuit it believes has the trouble)	circuit it believes has the trouble)
	and include the other circuit ID in	and include the other circuit ID in
	the remarks section (unless the	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 12.1.3.3.3.1.1) for the	Section 12.1.3.3.3.1.1) 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, and they will mutually agree who	section, Qwest will contact CLEC,
		and they will mutually agree who
	will open the second repair ticket.	will open the second repair ticket.

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Issue#/1	ESCHELON PROPOSED	I	OWEST PROPOSED	
Section#2			•	
Section# ²	9.23.4.7.1.2 Overst week large states of the trouble report.	<u>B</u>	2.23.4.7.1.2 Overstanders large	
	9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as "No Trouble Found" charge) only if Qwest dispatches and no trouble is found on both either circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.	sin Tr (s Tr Q fo as El pt	2.23.4.7.1.2 Qwest may charge a ingle Maintenance of Service or Frouble Isolation Charge sometimes referred to as "No Frouble Found" charge) only if Qwest dispatches and no trouble is ound on both either circuits ssociated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single harge for both circuits associated with the Commingled EEL.	
Issue 9-60 Intentionally Left Blank				
Section 9.23.6.2 – See Issue 9-				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
61 (Section			
9.23.9) below			
MULTI-			
PLEXING			
(LOOP-			
MUX			
COMBINA-			
TIONS)			
Issue 9-61	Eschelon's proposed placement =	Qwest's proposed placement =	
	Place Loop-Mux Combinations in	Place Loop-Mux Combinations in	
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 UNE Combinations	9.23.2 UNE Combinations	
9.23.2 (2 of 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	
7.23.0.2	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.	
1	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	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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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 (red) 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	
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.		
	0.22.0.1.2.[24.4.1.2]		
	9.23.9.1.3 [24.4.1.3] Qwest		
	offers the LMC Loop as a Billing		
	conversion or as new Provisioning.		

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Issue#/1	ESCHELON PROPOSED	QWEST PROI	POSED
Section# ²	LANGUAGE ³	LANGUA	
	9.23.9.2.1 [24.4.2.1] An UNE Extended Enhanced Loop (EEL) may be combined 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.		
	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] Intentionally Left Blank The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.		
	9.23.9.2.6 [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.		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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Section#		LANGUAGE	
	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 non-recurring charges will apply.		
	non-recurring charges will appry.		
	9.23.9.3.2.1 3/1 multiplexing rates		
	are contained in Exhibit A of this		
	Agreement, and include the		
	following:		
	a) Recurring Multiplexing Charge.		
	The DS3 Central Office Multiplexer		
	provides de-multiplexing of one		
	DS3 44.736 Mbps to 28 1.544		
	Mbps channels.		
	b) Non-recurring Multiplexing		
	Charge. One-time charges apply		
	for a specific work activity		
	associated with installation of the		
	multiplexing service.		
	9.23.9.3.2.2 1/0 multiplexing rates		
	are contained in Exhibit A of this		
	Agreement, and include the		
	following charges:		
	a) Recurring Multiplexing Charge.		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	•	
Section# ²	The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels. b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.	LANGUAGE	
	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-asspecified 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		

- de/1	EGGHEL ON BRODGER	OWEGE BRODGER	
Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	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.		
	9.23.9.4.1.4 [24.4.4.1] Step 4:		
	After account team notification,		
	place LMC -Loop orders via an		
	LSR.		
	9.23.9.4.3 [24.4.4.3] [Second		
l	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		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	Loops , the date the LSR is received		
· ·	is considered the start of the service		
	interval if the order is received on a		
	business Day prior to 3:00 p.m. For		
	LMC Loops , the service interval		
	will begin on the next business Day		
	for service requests received on a		
	non-business day or after 3:00 p.m.		
	on a business day. Business Days		
	exclude Saturdays, Sundays, New		
	Year's Day, Memorial Day,		
	Independence Day (4th of July),		
	Labor Day, Thanksgiving Day and		
	Christmas Day.		
	0.22.0.4.5.124.4.4.51		
	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.		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
	0.22.0 (1.124.4 (1) () (1)	
	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	
	equipment, other than by	
	connection or disconnection to any	
	interface between Qwest and the	
	End User Customer, without the prior written consent of Qwest.	
	prior written consent or Qwest.	
Issue 9-61 (b)	9.23.9.4.3 Standard sService	24.4.4.3 <u>Standard service intervals</u>
	intervals for LMC(s) Loops are set	for LMC(s) <u>Loops</u> are set forth in
Sections	forth in Exhibit Cin the Service	Exhibit C in the Service Interval
9.23.9 and sub-parts;	Interval Guide (SIG) available at www.gwest.com/wholesale. For	Guide (SIG) available at 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 Qwest can separately agree to Due
Exhibit C, Section 6.0	Qwest can separately agree to Due Dates other than the interval.	Dates other than the interval.
Section 0.0	Dates other than the merval.	Dates offer 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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
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	
	9.23.6.2 Service intervals for each UNE Combination—EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.	9.23.6.2 Service intervals for each UNE CombinationEEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.	
	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	
Exhibit A	9.23.6.1.1 \$ 1.29		
Section	9.23.6.1.2 \$15.26		
9.23.6 and	0.22 C C I MC Maltinlanin		
subparts	9.23.6.6 LMC Multiplexing	9.23.6.6 Intentionally Left Blank.	
LMC	9.23.6.6.1 DS1 to DS0, \$203.47,	9.23.0.0 intentionally Left Blank.	
Multiplexing	\$295.92, B, B		
Manupioning	<u> </u>		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	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			
AND ACKNOWL-			
EDGEMENT			
OF			
MISTAKES			
Issue 12-64	12.1.4 Root Cause Analysis and	12.1.4 Intentionally Left Blank	
	Acknowledgement of Mistakes		
Section			
12.1.4,	PROPOSAL #1 FOR 12.1.4.1:		
12.1.4.1,	12.1.4.1 CLEC may make a written		
12.1.4 2,	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		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
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:	
	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,	
	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.	
	service impacting condition.	

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Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²		LANGUAGE	
Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³ 12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to CLEC. 12.1.4.2.1 The letter will include a recap of 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	QWEST PROPOSED LANGUAGE	
	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#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-	12.1.4.2.3 Written responses	Intentionally left Blank.	
64(a)	acknowledging Qwest error will be	======================================	
Intentionally	provided with Owest 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			
Mistakes –			
Qwest			
identification	10 1 4 0 5 771 1 1 1 1	T (11 1 0 D) 1	
Issue 12-	12.1.4.2.5 The acknowledgment	Intentionally left Blank	
64(b)	response described in Section		
Section	12.1.4.2.3 and provided by the Qwest 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		
12.1.4.2.0	include a confidentiality statement.		
Acknowledge	include a confidentiality statement.		
-ment of	12.1.4.2.6 Qwest external		
Mistakes –	documentation available to CLEC		
	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		

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSEI	
Section# ²	LANGUAGE ³	LANGUAGE	
	Customer Contact Information Tool to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.		
Issue 12-65 Intentionally			
Left Blank			
Issue 12-66			
Intentionally Left Blank			
EXPEDITE			
ORDERS			
Issue 12-67 Section 12.2.1.2; See subparts below for 12.2.1.2.1, 12.2.1.2.2, 12.2.1.2.3, 7.3.5.2 and subparts, 9.1.12.1 and subparts; 9.23.4.5.6, Ex. A 9.20.14	12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.	NOTE: QWEST COUNTY 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSU 12-67(d) and (f) BELOW.	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
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	
F 114 1	this Agreement (except for	
Expedited	Collocation pursuant to Section 8),	
Orders –	Qwest will grant and process CLEC's expedite request, and	
Emergencies	expedite charges are not applicable,	
Efficies	if one or more of the following	
(1 of 4	conditions are met:	
Options)	conditions are met.	
Options)	a) Fire;	
	<u>u) 1110,</u>	
	b) Flood;	
	c) Medical emergency;	
	d) National emergency;	
	e) Conditions when the End User Customer is completely out of	
	service (primary line);	
	f) Disconnect in error when	
	one of the other conditions on this list is present or is caused by the	

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	disconnect in error;		
	g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;		
	h) Delayed orders with a future RFS date that meet any of the above described conditions;		
	i) National Security;		
	j) Business Classes of Service unable to dial 911 due to previous order activity; or		
	k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.		
Issue 12- 67(a)	PROPOSAL #2: 12.2.1.2.1 Notwithstanding any		

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section	other provision of this Agreement,		
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		
	CLEC's expedite request, and		
Emergencies	expedite charges are not applicable,		
(2 6)	if Qwest does not apply expedite		
(2 of 4	charges to its retail Customers, such		
Options)	as when certain conditions (e.g., fire		
	or flood) are met and the applicable		
	condition is met with respect to CLEC's request for an expedited		
	order.		
	order.		
Issue 12-	PROPOSAL #3:	7.3.5.2.1 CLEC will request an	
67(a)	12.2.1.2.1 Notwithstanding any	expedite for LIS trunks, including	
	other provision of this Agreement,	an expedited Due Date, on the	
Section	for all products and services under	Access Service Request (ASR).	
12.2.1.2.1	this Agreement (except for		
	Collocation pursuant to Section 8),	7.3.5.2.2 The request for expedite	
Expedited	Qwest will grant and process	will be allowed only when the	
Orders –	CLEC's expedite request, and	request meets the criteria outlined	
	expedite charges are not applicable,	in the Pre-Approved Expedite	
Emergencies	if resources are available and one or	Process in Qwest's Product Catalog	
(2 2 4	more of the following conditions are	for expedite charges at Qwest's	
(3 of 4	met: 13	wholesale web site.	
Options)			
L	ļ	Į.	<u></u>

Without the darker gray shading, this is Eschelon's proposal #1 for Issue 12-67(a).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-	PROPOSAL #3:		
67(a)			
Section 12.2.1.2.1	12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under		
Expedited Orders –	this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process		
Emergencies	CLEC's expedite request, and expedite charges are not applicable,		
(4 of 4 Options)	if Qwest does not apply expedite charges to its retail Customers, such as when certain conditions (e.g., fire		
	or flood) are met and the applicable condition is met with respect to		
	order. If the conditions are met, but		
	resources are not available, Qwest will grant and process CLEC's expedite request only to the extent		
	that it would grant and process an expedite request for a retail Customer when resources are not		
	available. 14		

Without the darker gray shading, this is Eschelon's proposal #2 for Issue 12-67(a).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-67(b) Section 12.2.1.2 2 & Exhibit A Expedited	12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.	12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.	
Orders – Charges in Exhibit A	Exhibit A, Section 9.20.14, see Issue 12-67(g), below	Exhibit A, Section 9.20.14: Qwest's FCC Tariff No. 1 (footnote 1)	
Issue 12- 67(c) Section 12.2.1.2.3 Expedited Orders – NRC	12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non- recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.	NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW. 12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non- recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.	
Issue 12-67 (d)	9.1.12.1 For expedites, see Section 12.2.1.2.	9.1.12.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section		are requests for intervals that are	
9.1.12.1 and		shorter than the interval defined in	
subparts;		Qwest's Service Interval Guide	
		(SIG), Exhibit C or Individual Case	
Expedited		Basis (ICB) Due Dates as	
Orders –		applicable.	
		9.1.12.1.1 CLEC will request an	
UNEs		expedite for designed Unbundled	
		Network Elements, including an	
		expedited Due Date, on the Local	
		Service Request (LSR) or the	
		Access Service Request (ASR), as	
		appropriate.	
		9.1.12.1.2 The request for an	
		expedite will be allowed only when	
		the request meets the criteria	
		outlined in the Pre-Approved	
		Expedite Process in Qwest's	
		Product Catalog for expedites at	
ļ		Qwest's wholesale web site.	
Issue 12-67	9.23.4.5.6 For expedited orders, see	9.23.4.5.6 For expedited orders, see	
(e)	Section 12.2.1.2.	Section 12.2.1.2.	
Section			
9.23.4.5.6			
Expedited			
Orders –			
Combina-			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
tions			
Issue 12-67	PROPOSAL #1:	SAME FOR BOTH	
(f)		PROPOSALS:	
Section 7.3.5.2 and subparts Expedited Orders – Trunk orders 2 options	7.3.5.2 Expedite requests for LIS Interconnection trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS Interconnection trunk orders based on rates, terms and conditions described in Exhibit A.	7.3.5.2 Expedite requests for LIS Interconnectiontrunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS Interconnection—trunk orders based on rates, terms and conditions described in Exhibit A.	
	PROPOSAL #2: 7.3.5.2 For expedites, see Section 12.2.1.2	7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR). 7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.	
Issue 12-67	9.20.14 Expedite Charge \$100 1,5	9.20.14 Expedite Charge ICB 3,5	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
(g)			
Exhibit A			
Section			
9.20.14			
Expedite			
Charge			
Issue 12-68			
Intentionally			
Left Blank			
Issue 12-69			
Intentionally			
Left Blank			
Issue 12-70			
Intentionally			
Left Blank			
JEOPAR-			
DIES			
Issue 12-71	PROPOSAL #1:		
Section	12.2.7.2.4.4 A jeopardy caused by	12.2.7.2.4.4 Specific procedures are	
12.2.7.2.4.4	Qwest will be classified as a Qwest	contained in Qwest's	
	jeopardy, and a jeopardy caused by	documentation, available on	
Jeopardy	CLEC will be classified as	Qwest's wholesale web site.	
(1 of 2	Customer Not Ready (CNR).		
Options)			

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	1
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-71	PROPOSAL #2:	LANGUAGE	
Issue 14-71	PROPOSAL #2:	12 2 7 2 4 4 Specific precedures	
G ti	10070444	12.2.7.2.4.4 Specific procedures	
Section	12.2.7.2.4.4 A jeopardy caused by	are contained in Qwest's	
12.2.7.2.4.4	Qwest will be classified as a Qwest	documentation, available on	
	jeopardy, and a jeopardy caused by	Qwest's wholesale web site.	
Jeopardy	CLEC will be classified as		
(2 of 2	Customer Not Ready (CNR).		
Options)	Nothing in this Section 12.2.7.2.4.4		
	modifies the Performance Indicator		
	<u>Definitions (PIDs) set forth in</u>		
	Exhibit B and Attachments 1, 2 and		
	3 to Exhibit K of this Agreement.		
Issue 12-72	12.2.7.2.4.4.1 There are several	12.2.7.2.4.4 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	<u>User Customer is not ready or</u>	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 Owest jeopardy occurs but		
	at least the day before Qwest		

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Issue#/1	ESCHELON PROPOSED	OWEST	PROPOSED
Section# ²	LANGUAGE ³		IGUAGE
Section	attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.		NOCAGE
Section 12.2.7.2.4.4.2 Jeopardy Correction	12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.	12.2.7.2.4.4 Specontained in Quest's wholes	available on
Issue 12-74 Intentionally Left Blank Issue 12-75			
Intentionally Left Blank			
Issue 12-75 (a) Intentionally			
Left Blank Issue 12-76 Intentionally Left Blank			

Issue#/1	ESCHELON PROPOSED	T	QWEST PROPOSED	
Issue#/¹ Section#²	LANGUAGE ³		LANGUAGE	
Issue 12-76	Enverige		Enverige	
(a)				
Intentionally				
Left Blank				
Issue 12-77				
Issue 12-77 Intentionally				
Left Blank				
Issue 12-78				
Intentionally				
Left Blank				
Issue 12-79				
Intentionally				
Left Blank				
Issue 12-80				
(a) Intentionally				
Intentionally				
Left Blank				
Issue 12-80				
(b)				
Intentionally				
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Issue 12-80				
(c)				
Intentionally				
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T 10 01				
Issue 12-81				
Intentionally				
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Issue 12-82				

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Section# LANGUAGE LANGUAGE	Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Left Blank Issue 12-84 Intentionally Left Blank Issue 12-84 Intentionally Left Blank Issue 12-85 Intentionally Left Blank Issue 12-86 Intentionally Left Blank CON- TROILED PRO- DUCTION Issue 12-87 Section 12-6.94 Controlled Production - Qwest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CIEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production requests to the	Section# ²		_	
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Left Blank Issue 12-84 Issue 12-85 Intentionally Left Blank Issue 13-86 CON- TROILED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled Production and complies with all Qwest business rules. Controlled Production requests to the	Issue 12-83			
Issue 12-84 Intentionally Left Blank Issue 12-85 Intentionally Left Blank Issue 12-86 Intentionally Left Blank Issue 12-86 Intentionally Left Blank CON- TROILED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production 12.6.9.4 Controlled Production — Owest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Owest business rules. Controlled Production requests to the CLEC production consists of the controlled submission of actual CLEC production requests to the	Intentionally			
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Left Blank Issue 12-85 Intentionally Left Blank Issue 12-86 Intentionally Left Blank CON- TROLLED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production - Qwest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production requests to the	Issue 12-84			
Intentionally Left Blank Issue 12-86 Intentionally Left Blank CON- TROILED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that controlled production process is definitions and complies with all Qwest business rules. Controlled production controlled group of the controlled production process is definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the	Intentionally			
Intentionally Left Blank CON- TROLLED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled production. The Controlled Production process is designed to validate the ability of CLEC to transmit EDI data that controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled CLEC production requests to the				
Left Blank Issue 12-86 Intentionally Left Blank CON- TROLLED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of Controlled Production (1 of 2 Options) (1 of 2 Options) CEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled CLEC production requests to the				
Issue 12-86 Intentionally Left Blank CON- TROLLED PRO- DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute)standards definitions and complies with all Qwest business rules. Controlled production requests to the				
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CON-TROLLED PRO-DUCTION Issue 12-87 Section 12.6.9.4 12.6.9.4 Controlled Production — Owest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Owest business rules. Controlled CLEC production requests to the				
TROLLED PRO-DUCTION Issue 12-87 Section 12.6.9.4 Controlled Production — Owest and CLEC will perform controlled production. The 12.6.9.4 12.6.9.4 Controlled Production — Owest and CLEC will perform controlled production. The 12.6.9.4 Controlled production. The 12.6.9.5 Controlled production process is designed to validate the ability of controlled production process is controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled produc				
PRODUCTION Issue 12-87 Section 12.6.9.4 Controlled Production— Qwest and CLEC will perform controlled production. The controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled CLEC production requests to the				
Issue 12-87 Section 12.6.9.4 Controlled Production — Owest and CLEC will perform controlled production — Owest and CLEC will perform controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Owest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the				
Section 12.6.9.4				
Section 12.6.9.4	Issue 12-87	PROPOSAL #1:		
12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled Production. The Production (1 of 2 Options) Coptions Options Options 12.6.9.4 Controlled Production — Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled Options Controlled production process is designed to validate the ability of CLEC to transmit EDI data that definitions and complies with all Qwest business rules. Controlled CLEC production requests to the				
Controlled Production Controlled Production The controlled production process is designed to validate the ability of controlled production process is designed to validate the ability of agreed upon substitute) standards (CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards (definitions and complies with all quest business rules. Controlled production consists of the controlled submission of actual Quest business rules. Controlled CLEC production requests to the			 _	
Controlled Production Production CLEC to transmit EDI data that completely meets X12 (or mutually designed to validate the ability of CLEC to transmit EDI data that CDEC to transmit EDI	12.6.9.4			
Production controlled production process is designed to validate the ability of (1 of 2 Options) CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all options and complies with all Qwest business rules. Controlled CLEC production requests to the				
designed to validate the ability of CLEC to transmit EDI data that Options) CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all definitions and complies with all Qwest business rules. Controlled CLEC production consists of the controlled submission of actual CLEC production requests to the				
(1 of 2 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 Qwest business rules. Controlled CLEC production consists of the controlled submission of actual CLEC production requests to the	Production			
Options) completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled CLEC production requests to the	(1 of)			
agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the	\			
definitions and complies with all Qwest business rules. Controlled CLEC production requests to the	Options)			
Qwest business rules. Controlled <u>CLEC production requests to the</u>				
L DIOGUCHON CONSISS OF INC		production consists of the	 est production environment.	

	ESCHELON PROPOSED	QWEST PROPOSED	
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	controlled submission of actual	Qwest treats these pre-order queries	
	CLEC production requests to the	and orders as production pre-order	
	Qwest production environment.	and order transactions. Qwest and	
	Qwest treats these pre-order queries	CLEC use controlled production	
	and orders as production pre-order	results to determine operational	
	and order transactions. Qwest and	readiness. Controlled production	
	CLEC use controlled production	requires the use of valid account	
	results to determine operational	and order data. All certification	
	readiness. Controlled production	orders are considered to be live	
	requires the use of valid account	orders and will be provisioned.	
	and order data. All certification		
	orders are considered to be live	SAME FOR BOTH	
	orders and will be provisioned.	PROPOSALS:	
	Controlled production is not		
	required for recertification, unless	12.6.9.4 Controlled Production –	
ļ	the Parties agree otherwise.	Qwest and CLEC will perform	
	Recertification does not include	controlled production. The	
	new implementations such as new	controlled production process is	
	products and/or activity types.	designed to validate the ability of	
		CLEC to transmit EDI data that	
		completely meets X12 (or mutually	
		agreed upon substitute) standards definitions and complies with all	
		Qwest business rules. Controlled	
		production consists of the	
		controlled submission of actual	
		CLEC production requests to the	
		Qwest production requests to the	
		Qwest treats these pre-order queries	
		and orders as production pre-order	
		and order transactions. Qwest and	

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Tagan a 4/1	ESCHELON PROPOSED	OWEST PROPOSED	T
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		CLEC use controlled production	
		results to determine operational	
		readiness. Controlled production	
		requires the use of valid account	
		and order data. All certification	
		orders are considered to be live	
		orders and will be provisioned.	
		Controlled production is not	
		required for features or products	
		that the CLEC does not plan on	
		ordering. Recertification does not	
		include new implementations such	
		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		
	controlled production for new		
Controlled	implementations, such as new		
Production	products, and as otherwise mutually		
	agreed by the Parties. The		
(2 of 2	controlled production process is		
Options)	designed to validate the ability of		
	CLEC to transmit EDI data that		
	completely meets X12 (or mutually		
	agreed upon substitute) standards		
	definitions and complies with all		
	Qwest business rules. Controlled		
	production consists of the		

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

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Section# ²	LANGUAGE ³	LANGUAGE	
Exhibit A –			
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	22 (1 . 0	20 (1, 0,, 1, 11, 1,	
Issue 22-90	22.6.1 Qwest shall obtain	22.6.1 Qwest shall obtain	
G	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 new	eharge. If Qwest offers a new	
See subparts	Section 251 product or service or	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	

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in	Commission in a TELRIC Cost	Commission in a TELRIC Cost	
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	
	<u>Days</u>). <u>Except for negotiated rates</u> ,	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	

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	(including during the	(including during the	
	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	
	Owest 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 to a negotiated rate. If the	agree to a negotiated rate. If the	
1	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	
	Rate, 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.	

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Issue#/1	ESCHE	LON PR	OPOSED	0	WEST P	ROPOSED	
Section# ²		ANGUA			LANG		
Issue 22- 90(a)	Reference	REC	NRC	Reference			
(A-93)	8.1.1.2		\$820.21	8.1.1.2		<u>\$1386.47</u>	
Exhibit A Sections 8.1.1.2; \$.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	e RE	C NRC	
(A-93(a))	8.8.4		<u>\$599.57</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	e RE	C NRC	
Exhibit A Sections	Special Site A 8.15.2.1	Assessme	ent Fee \$529.00	Special : 8.15.2.1	lite Asses	sment Fee <u>\$1058.00</u>	

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Section# ²	LANGUAGE ³	LANGUAGE	
8.15.2.1;			
8.15.2.2;	Network Systems Assessment Fee	Network Systems Assessment Fee	
10.7.10;	8.15.2.2 \$831.00	8.15.2.2 \$1663.00	
10.7.12.1;			
12.3	Transfer of Responsibility (Access	Transfer of Responsibility (Access	
	to Poles, Ducts, Conduits and	to Poles, Ducts, Conduits and	
	Rights of Way)	Rights of Way)	
	10.7.10 \$60.08	10.7.10 \$120.15	
	Microduct Occupancy Fee, per	Microduct Occupancy Fee, per	
	Microduct, per Foot, per Year	Microduct, per Foot, per Year	
	10.7.12.1 <u>\$0.2906</u>	10.7.12.1 \$0.4310	
	Daily Usage Record file, per	Daily Usage Record file, per	
	Record	Record	
	12.3 <u>\$0.000464</u>	12.3 \$0.00110	
Issue 22-	Reference REC NRC	Reference REC NRC	
90(d)			
(A-93(c))	Private Line/Special Access to	Private Line/Special Access to	
	Unbundled Loop Conversion	Unbundled Loop Conversion	
Exhibit A	9.2.8 \$26.94	9.2.8 \$36.86	
Sections			
9.2.8;	Private Line/Special Access to	Private Line/Special Access to	
9.23.6.5;	LMC Conversion	LMC Conversion	
9.23.7.6	9.23.6.5 \$26.94	9.23.6.5 \$36.86	
	Private Line/Special Access to EEL	Private Line/Special Access to EEL	
	Conversion	Conversion	
	9.23.7.6 <u>\$26.94</u>	9.23.7.6 \$36.86	

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Section# ²	LANGUAGE ³	LANGUAGE	
Issue 22- 90(e)	Reference REC NRC	Reference REC NRC	
(A-93(d))	Private Line/Special Access to UDIT Conversion	Private Line/Special Access to UDIT Conversion	
Exhibit A Sections	g) 9.6.12 <u>\$84.49</u>	g) 9.6.12 <u>\$126.01</u>	
9.6.12;	LMC Rearrangement – DS0	LMC Rearrangement – DS0	
9.23.6. \$.1; 9.23.6. 8 .2;	i) 9.23.6.8.1 <u>\$82.88</u>	i) 9.23.6.8.1 <u>\$135.13</u>	
9.23.7.7.1;	LMC Rearrangement – High	LMC Rearrangement – High	
9.23.7.7.2	Capacity	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 <u>\$135.13</u>	
	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- 90(f)	Reference REC NRC	Reference REC NRC	
(A-95)	Quote Preparation Fee, per Office	Quote Preparation Fee, per Office	
	8.13.1.1 \$441.00	8.13.1.1 \$840.24	
Exhibit A			
Sections	Power Reduction/Restoration, Less	Power Reduction/Restoration, Less	
8.13.1.1;	than 60 Amps	than 60 Amps	
8.13.1.2.1;	8.13.1.2.1 <u>\$346.00</u>	8.13.1.2.1 <u>\$675.98</u>	
8.13.1.2.2;			
8.13.1.2.3;	Power Reduction/Restoration,	Power Reduction/Restoration,	

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8.13.1.3;	Equal to 60 Amps	Equal to 60 Amps	
8.13.1 4;	8.13.1.2.2 \$346.00	8.13.1.2.2	
8.13.2.1			
	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>	
I	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 \$441.00	8.13.2.1 \$840.24	
Issues A-93	0.13.2.1	0.13.2.1	
& A-93 (a-			
d); A-95, see			
Issues 22-90			
(a-f) above			
Issue 24-91			
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Issue 24-92			
Intentionally			
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Section			
24.3.2 – See			
Issue 9-58(e)			

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Section# ²	LANGUAGE ³	LANGUAGE	
(Section			
9.23.4.4.3.1)			
above			
Section 24.4			
and subparts			
– See Issue 9-			
61 (Section			
9.23.9) <i>above</i>			
Exhibit A,			
Sections			
8.8.1; 8.1.1.2			
see Issue 22-			
90(a) above			
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			
- <i>see</i> Issue			
22-90(d)			
22-30(u)			

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For Exhibit			
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			
- see Issue			
22-90(e)			
Exhibit A			

Tagan a 4 /1	ESCHELON PROPOSED	T	OWEST PROPOSED	
Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED	
	LANGUAGE		LANGUAGE	
Sections				
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– See				
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				
LAHIDITI				

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Exhibit I –			
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	0.1.10.0	0.1.10.0.1	
Issue 9-37	9.1.13.3 Whether a High	9.1.13.3 As part of the reasonably	
G .:	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 to Issue 9-37	unavailable, based on non-	Loop is not in a Wire Center identified on the list provided by	
(a) & Issue 9-	impairment wire center designations have been or will be	Owest 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	9.2.1.3, 9.2.1.3.2, 9.2.1.4 and	
9.1.15.1	established by the Commission in	9.2.1.4.2 that a requested unbundled	
7.1.1.3.1	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	

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Wire Center	List. For non-impaired facilities	non-impairment threshold specified	
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>		
1			
	"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 Contor Dealect"		
	"Wire Center Docket" means		

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	Commission Docket No. UT-053025		
	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.		
	of wife center(s) to the fist.		
Issue 9-37 (a)	9.1.14.4 – Disputed portion (issue		
Section	1):		
9.1.14.4	9.1.14.4 Additional Non-	9.1.14.4 Additional Non-	
	Impaired Wire Centers. When	Impaired Wire Centers. When	
Wire Center	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	
2150	Center(s) to the Commission-	Center(s) to the Commission-	
Additional	Approved Wire Center List, Qwest	Approved Wire Center List, Owest	
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	
Wife Collects	Docket	Docket	
(1 of 2 issues	Donet	Docket	
in Section			
9.1.14.41	and Qwest the Commission	and- Owest the Commission-adds	
For 2 nd issue,	adds the Wire Center(s) to the	the Wire Center(s) to the	
see Section	Commission-approved Wire Center	Commission-approved-Wire Center	
	List, the terms of this Section will	LList, the terms of this Section will	
9.1.14.4	†List, the terms of this Section Will	<u>L</u> bist, the terms of this Section will	

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below)	apply to facilities subject to the	apply to facilities subject to the	
	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,	
	9.1.14.4 – Entire provision:	<u>9.1.14.4 – Entire provision:</u>	
	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	making such requests adopted by the Commission in the Wire Center	
	the Commission in the Wire Center		
	<u>Docket.</u> When additional Qwest	Docket. When additional Qwest	
	Wire Center(s) meet the relevant factual criteria discussed in Sections	Wire Center(s) meet the relevant 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 Owest the	in this Agreement and Owest the	
	Commission adds the Wire	Commission adds the Wire	
	Center(s) to the Commission-	Center(s) to the Commission-	
	approved Wire Center List, the	ApprovedWire Center IList-the	
	terms of this Section will apply to	terms of this Section will apply to	
	terms of this section will apply to	terms or this section will appry to	

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	facilities subject to the transition	facilities subject to the transition	
	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	CLEC. 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.	
	0.1.14.4.2.34.4.1.1.	0.1.14.4.2 M. (1	
	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:	
	9.1.14.4.3.1 Business lines –	9.1.14.4.3.1 Business lines –	
	Business lines shall be counted as	Business lines shall be counted as	
	Dusiness fines shall be coulled as	Dusiness times shall be counted as	

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	follows, excluding unused capacity	follows, excluding unused capacity	
	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	<u>instructions</u> 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	
	listed in Sections 9.1.14.4.3.1.2 –	listed in Sections 9.1.14.4.3.1.2 –	
	9.1.14.4.3.1.4.	9.1.14.4.3.1.4.	
	9.1.14.4.3.1.2 UNE Loops	9.1.14.4.3.1.2 UNE Loops	
	connected to a Wire Center where	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	
	as 27 ousiness lines and Doos Will	as 24 dusiness lines and DS38 will	

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	be counted as 672 business lines).	be counted as 672 business lines).	
	9.1.14.4.3.1.3 Only Business UNE-	9.1.14.4.3.1.3 Only Business UNE-	
	P lines will be counted for the	P lines will be counted for the	
	Commission-Approved Wire Center	<u>Commission-Approved Wire Center</u>	
	<u>List.</u> Business UNE-P lines shall be	<u>List.</u> 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	
	UNE-P from the total number of	UNE-P from the total number of	
	<u>UNE-P lines.</u>	<u>UNE-P lines.</u>	
	0 1 14 4 2 1 4 O	0 1 14 4 2 1 4 0 + Dl-+6 Dl	
	9.1.14.4.3.1.4 Qwest Platform Plus	9.1.14.4.3.1.4 Qwest Platform Plus	
	("QPP"), Qwest Local Services Platform ("QLSP"), and other	("QPP"), Qwest Local Services 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.	
	56171005.	<u>56171665.</u>	
	9.1.14.4.3.2 Collocation –	9.1.14.4.3.2 Collocation –	
	9.1.14.4.3.2.1 The terms Fiber-	9.1.14.4.3.2.1 The terms Fiber-	
	Fased Collocator and Collocation	<u>Fased Collocator and Collocation</u>	
	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-impaired	approval of a non-impaired	
	designation, Qwest will:	designation, Qwest will:	

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Section#	9.1.14.4.3.2.2.1 Confirm that the carrier meets the criteria contained in the definition of Fiber-Based Collocator in Section 4.0 of this Agreement; 9.1.14.4.3.2.2.2 Conduct a field visit to verify and document the above criteria in Section 9.1.14.4.3.2.2.1; and 9.1.14.4.3.2.2.3 Validate the criteria against the most recent order and/or billing data.	9.1.14.4.3.2.2.1 Confirm that the carrier meets the criteria contained in the definition of Fiber-Based Collocator in Section 4.0 of this Agreement; 9.1.14.4.3.2.2.2 Conduct a field visit to verify and document the above criteria in Section 9.1.14.4.3.2.2.1; and 9.1.14.4.3.2.2.3 Validate the criteria against the most recent order and/or billing data.	
Issue 9-37 (b) Intentionally Left Blank			
Issue 9-38	9.1.13.4 Upon receiving a request for access to a High Capacity Loop	9.1.13.4 Upon receiving a request 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	
Dragging of	request. Qwest shall not prevent	UNE meets the relevant factual	
Processing of	order submission and/or order	criteria discussed in sections V and	
High	processing (such as via a system	VI of the Triennial Review Remand	

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Capacity	edit, or by requiring affirmation of	Order, Qwest must immediately	
Loop and	the information in the self-	process the request.	
Transport	certification letter through remarks	process the request.	
Requests	in the service request, or through		
Requests	other means) for any such facility		
	on non-impairment grounds, unless		
	the Parties agree otherwise in an		
	amendment to this Agreement.		
Issue 9-39	9.1.13.4.1.2 If Qwest seeks to	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	9.1.13.4.1.2.1 Regarding data		
and subparts	related to additions to the initial		
	Commission-Approved Wire Center		
Review of	List, see Section 9.1.14.4.2.		
Wire Center			
list	9.1.14.4.2 Data. Qwest will file		
	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		

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	agreement/order (or is subject to		
	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		
	<u>proposed non-impairment</u> 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		

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	verification at BDFB, if possible; (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		

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	ARMIS 43-08 line counts, using the 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 CLEC's own line count data. 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 count data.		

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Issue 9-40	9.1.13.5.2 For each such facility	9.1.13.5.2 CLEC is also	
	converted from a UNE to an	responsible for all applicable nor	_
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 responsi	<u>le</u>
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	
	9.1.14.6 For each such facility	all applicable nonrecurring charg	<u>es</u>
	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.		
	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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Τ	ESCHELON PROPOSED	 OWEST BRODGER	
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	applicable pursuant to Section 12.7.		
Issue 9-41	9.1.14.4 CLEC will have	9.1.14.4 <u>CLEC will have</u>	
	ninety (90) Days to transition	ninety (90) Days to transition	
Section	existing DS1 and DS3 UNEs to an	existing DS1 and DS3 UNEs to an	
9.1.14.4	alternative service. CLEC will have	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.	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,	9.1.14.4.1.1 For a twelve (12)		
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		
	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-		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	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.		
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		
	on Day one hundred eighty one		
	(181) for the existing Dark Fiber		
	transport, as well as all applicable nonrecurring charges associated		
	nonrecurring charges associated		
	with such conversions.		
	9.1.14.4.1.1 For a twelve (12)		
	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		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
	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.	