

UNRESOLVED ISSUES MATRIX

Autotel/Qwest

Issue No.	Contract Provision	Topic	Autotel Position	Qwest Position/Proposed Language	Autotel Issue No.
1	IV.A.3.a.i and ii	Limitation of trunking between tandems both Local and Access.	Qwest will need to reconfigure its network to support Access Tandem to Access Tandem and Access Tandem to Local Tandem switching.	i. Traffic may not be exchanged between Local Tandems and Access Tandems as there is not inter-tandem trunking between them. ii. Local traffic may not be sent to one Access Tandem for termination to another Access Tandem as there is not inter-tandem trunking between them for delivery of EAS/Local and Local Calling Area traffic.	
2	IV.A.3.e	Connecting to at least one end office in the EAS/Local Calling Area	It appears that Autotel wants SPOP for Type 1 Service.	Autotel shall establish Type 1 trunk groups to at least one Qwest End Office in each of the EAS/Local Calling Areas where Autotel provides service. Type 1 interconnection may be accomplished through the provision of an analog loop or a DS1 Qwest provided Entrance Facility. Type 1 is an intraLATA/intrastate final route trunk group between an Autotel's switch and a Qwest End Office Switch.	6
3	IV.C.4	Non-Local Traffic Definition	Any call that originates and terminates in a different MTA is "non-local". No other variations are to be allowed.	Non-Local Traffic is InterMTA, Roaming, and/or Jointly Provided Switched Access traffic. Non-Local Traffic includes, but is not limited to, traffic originated by one Party, carried by an IXC, and terminated by the other Party. Reciprocal Compensation does not apply to Non-Local Traffic. For convenience, the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer.	8
4	IV.H.3	Limiting interoffice	Qwest is obligated to provide	If Direct Trunked Transport is greater than fifty	2

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		facilities to 50 miles when capacity is near exhaust or facilities do not exist	interoffice transport regardless of distance at its own expense	(50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.	
5	IV.I.2	Reciprocal Compensation Credit method of billing	A party providing two-way dedicated facilities will bill the other Party the rates set forth in Appendix A less 50% rather than the reciprocal compensation credit method.	<p>a. The Reciprocal Compensation Credit for two-way dedicated facilities charges shall be based upon the channel facilities or two-way network access channels used by both Qwest and Carrier to terminate their respective local interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly two-way channel facility or network access channel multiplexer and distance sensitive facilities state specific rates by (2) a factor of 0.50 (fifty percent). The Parties agree that the Reciprocal Compensation Credit is intended to apply only to interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.</p> <p>b. The total Reciprocal Compensation Credit for the month will be the sum of the facilities component as calculated above, and will appear</p>	3

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				on each monthly bill to Carrier as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one month in arrears.	
6	IV.I.3	Reciprocal compensation credit cont'd	Autotel has excluded this language from its contract.	One time charges, ancillary service charges, traffic from another network provider transiting the Qwest network and terminating on Carrier's network, and any Qwest provided product which has its own contractual terms and conditions other than the services set forth in this Agreement are not eligible for Reciprocal Compensation.	Not addressed in Autotel's Petition
7	IV.J. and V.H.4	Miscellaneous Charges, Testing and Service Interruptions	Autotel wants rates in Exhibit A rather than references to State Access Tariffs	<p>IV.J.1. Cancellation charges will apply to cancelled Type 1 and Type 2 trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3 and the Trunk Nonrecurring Charges referenced in this Agreement.</p> <p>IV.J.2. Expedites for Type 1 and Type 2 trunk orders are allowed only on an exception basis with executive approval within the same time frames as provided for other designed services. When expedites are approved, expedite charges will apply to Type 1 and/or Type 2 trunk orders based on rates, terms and conditions described in Exhibit A.</p> <p>IV.J.2.b. In addition to Type 2 Service acceptance testing, other tests are available (e.g.</p>	Not addressed in Autotel's Petition

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				additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges. Testing fees will be paid by [WSP] when requesting testing. V.H.4. Change “as specified in Exhibit A” to “as specified in the Utah Access Service Tariff” in the first sentence.	
8	V.B	Mid-Span Meet POI	Autotel does not believe it is appropriate to negotiate the mid-point location.	A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party’s Switch and the other Party’s Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 2 and Jointly Provided Switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.	5
9	V.E.4	MF Signaling	Autotel position wants various kinds of MF signaling, Qwest only offers Wink Start	Inband Multifrequency (MF) wink start signaling will be used with Type 1.	7
10	V.F.9/	Trunking for Type 2	Autotel did not address the	9. Single Point of Presence (SPOP)	Not

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	Appendix D	Interconnections: Single Point of Presence (SPOP)	Qwest original proposed language and therefore one would assume that Autotel feels it is not necessary	<p>a. Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service Interconnection trunking option that allows WSP to Establish one physical point of presence in the LATA in Qwest’s Territory. Qwest and WSP may then exchange traffic at the SPOP utilizing trunking as described following.</p> <p>b. By utilizing SPOP in the LATA, WSP can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest’s Access Tandem Switches. WSP can also utilize Qwest’s behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the WSP’s physical point of presence.</p> <p>c. SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 Capacity.</p> <p>d. Where there is a Qwest local tandem serving an end office that WSP intends to terminate traffic, the following conditions apply:</p> <p style="padding-left: 20px;">i. WSP may interconnect for the exchange of Qwest local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at the WSP’s option. When WSP is interconnected at the access tandem and where there would be a</p>	addressed in Autotel’s Petition
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				<p>DS1's worth of local traffic (512 CCS) between WSP's switch and a Qwest local tandem or a Qwest end office subtending the Qwest access tandem, WSP will order a direct trunk group to that Qwest Local tandem or end office.</p> <p>1. Qwest will allow interconnection for the exchange of Qwest local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.</p> <p>2. When a WSP has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, the WSP may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. The WSP will be required to submit an electronic letter on WSP letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the WSP specific NPA-NXXs for the local tandems. In addition, WSP will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.</p> <p>ii. Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic</p>	
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				<p>only.</p> <p>iii. A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.</p> <p>e. Where there is no Qwest local tandem serving a Qwest end office, WSP may choose from one of the following options:</p> <p>i. A two-way WSP LIS trunk group to the Qwest access tandem for WSP traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.</p> <p>ii. A two-way WSP LIS trunk group to the Qwest access tandem for WSP Jointly Provided Switched Access (InterLATA and IntraLATA IXC) Traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk Group to the Qwest access tandem for the combined Exchange Service EAS/Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.</p> <p>1. If the WSP uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll</p>	
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				<p>Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.</p> <p>iii. A one-way terminating WSP LIS trunk group to the Qwest access tandem for WSP traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.</p> <p>iv. WSP may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest Network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.</p> <p>1. If WSP orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.</p> <p>v. To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local</p>	
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				<p>Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Calls exchanged with a third-party IXC) traffic on a single trunk Group, Qwest, at WSP's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. WSP should apportion per minute of use (MOU) charges appropriately.</p> <p>f. Qwest assumes WSP will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, WSP must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, the WSP must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should the WSP accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. The WSP needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in 1.3.1. The 512 CCS rule and other direct trunking</p>	
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				<p>requirements will apply for direct trunking to Qwest end offices.</p> <p>g. If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.</p> <p>h. WSP will provide notification to all Co-Providers in the local calling areas of WSP's change in routing when the WSP chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.</p> <p>i. Ordering</p> <p> i. SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.</p> <p> ii. WSP will issue ASRs denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.</p> <p> iii. SPOP elements, such as EF; DTT; EICT; and multiplexing will be billed in accordance with the interconnection agreement (see Exhibit A).</p> <p style="text-align: center;">Appendix D</p> <p style="text-align: center;">SINGLE POINT OF PRESENCE WAIVER</p> <p>Qwest will waive the requirement for WSP to</p>	
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				<p>connect to each Qwest Access Tandem in the LATA with this waiver amendment. WSP certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which WSP seeks a waiver. Or, if WSP does originate such traffic, that WSP will route such traffic to a Non-Qwest network. In addition, WSP certifies that it has no end users in the serving area of the Qwest Access Tandem for which WSP seeks a waiver. WSP will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, WSP will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should WSP desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Additionally, should WSP desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, WSP must first establish trunking to the Qwest access tandem. Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or</p>	
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				<p>groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. WSP will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.</p>	
11	VII	UNEs	<p>Autotel believes they have a right to UNEs at any technical feasible location w/o language (terms, conditions and maybe rates) under which Qwest offers UNEs and that Collocation is not required for combining</p>	<p>Qwest shall provide nondiscriminatory access to the unbundled network elements and where appropriate, development of unbundled network elements pursuant to the Act in response to specific requests therefore, pursuant to the Bona Fide Request detailed in Section XVII of this Agreement. Should the Parties wish to establish</p>	4

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			UNEs	<p>terms, conditions, and rates for Unbundled Network Elements (UNEs), the Parties will enter into a separate UNE amendment to this Agreement.</p> <p style="text-align: center;">OR</p> <p>Qwest would propose the Utah SGAT language for Insurance, Collocation, UNEs and Network Security if Autotel has a legitimate requirement for access to UNEs.</p>	
12	XVI	BRF Language to replace outdated NIUER language	Autotel wants the out of date NIUER language.	<p>A. Any request for Interconnection or access to an Unbundled Network Element or Ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or Ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.</p> <p>B. A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. [WSP] and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis.</p>	Not addressed in Autotel's Petition

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				<p>This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business Days of the receipt of the BFR form. The form will request, and [WSP] will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing [WSP]'s request:</p> <ol style="list-style-type: none"> 1. a technical description of each requested Network Element or new/different points of Interconnection or Ancillary services; 2. the desired interface specification; 3. each requested type of Interconnection or access; 4. a statement that the Interconnection or Network Element or Ancillary service will be used to provide a Telecommunications Service; 5. the quantity requested; 6. the specific location requested; <p>C. Within two (2) business Days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise [WSP] of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise [WSP] of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status</p>	
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				<p>of the BFR.</p> <p>D. Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to [WSP] an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.</p> <p>E. If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or Ancillary service that is required to be provided under the Act or state law, Qwest shall advise [WSP] as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one Day period, provide a written report setting forth the basis for its conclusion.</p> <p>F. If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify [WSP] in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.</p> <p>G. As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies [WSP] that the BFR qualifies under the Act, Qwest shall provide to [WSP] a BFR quote. The</p>	
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				<p>BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and Ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or Ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.</p> <p>H. A [WSP] has sixty (60) business Days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.</p> <p>I. If [WSP] has agreed to minimum volume and term commitments under the preceding paragraph, [WSP] may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.</p> <p>J. If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.</p> <p>K. All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the</p>	
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				<p>other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.</p> <p>L. In the event [WSP] has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or Ancillary services and Qwest determines in accordance with the provisions of this Section 16 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services by that [WSP] shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or Ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 16.12, a “substantially similar” request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 16.2.1 through 16.2.6 of Section 16.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a</p>	
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				<p>previous BFR.</p> <p>M. The total cost charged to [WSP] shall not exceed the BFR quoted price.</p> <p>N. Upon request, Qwest shall provide [WSP] with Qwest’s supporting cost data and/or studies for the Interconnection, Unbundled Network Element or Ancillary service that [WSP] wishes to order within seven (7) business Days, except where Qwest cannot obtain a release from its vendors within seven (7) business Days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.</p> <p>O. Qwest shall make available a topical list of the BFRs that it has received with [WSP]s under this Agreement. The description of each item on that list shall be sufficient to allow [WSP] to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of [WSP] to provide sufficient details about the terms and conditions of any granted requests to allow [WSP] to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by [WSP] whose</p>	
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				BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. [WSP] shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to [WSP] of the need therefore.	
13	XX	Construction Charges	Parties will jointly engineer job with Qwest responsible for 50% of cost or the cost to the exchange boundary whichever is less.	<p>1. All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services.</p> <p>2. All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.</p> <p>3. A quote for Autotel's portion of a specific job</p>	9

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				<p>will be provided to Autotel. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Autotel will be billed the quoted price and construction will commence after receipt of payment. If Autotel chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Autotel for the expense incurred for producing the engineered job design.</p> <p>4. In the event a construction charge is applicable, Autotel's service Application Date will become the date upon which Qwest receives the required payment.</p>	
14	XXII.D.	Payment	<p>Qwest is responsible for making all payments due to Carrier. Qwest language coincides with the reciprocal compensation credit language in Item 5.</p>	<p>Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice. (Qwest proposed:) Billing and collection of usage charges by either Party from its customers shall have no bearing on the amount or timeliness of either Party's payment obligation to the other Party. Qwest is solely responsible for making all Reciprocal Compensation Credits due to [WSP] under this agreement unless the Parties mutually agree to another method of payment during the term of this Agreement</p>	<p>Not addressed by Autotel BDE Error Code: 3303 Native Error Code: 0s Petition</p>
15	Appendix A	Rates	<p>Autotel filed the Utah SGAT rates with his petition.</p>	<p>Supplied to Autotel on 2/26/03 updated rates for Type 1 and Type 2 services.</p>	<p>Not addressed by Autotel's</p>

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