Issue	Contract	Topic	Autotel Position	Qwest Position/Proposed Language	Autotel
No.	Provision				Issue No.
1	IV.A.3.a.i and ii UNRESOLVED	Limitation of trunking between tandems both Local and Access.	Qwest is specifically required to interconnect at the trunk interconnection points of a tandem switch for the transmission and routing of telephone exchange traffic, exchange access, or both. Separate local and toll traffic. Autotel is not asking Qwest to reconfigure its network to support Access Tandem to Access Tandem and Access Tandem to Local Tandem switching.	Qwest is not required to reconfigure its network to transport traffic for Autotel between local calling areas without compensation. Therefore, Autotel is required to establish a connection to each Qwest Access Tandem serving landline customers to which it wishes its customers to be able to terminate calls or from which calls may be originated to its customers. These provisions are included in other wireless interconnection agreements approved by the Commission. The proposed language is: 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	1
<u> </u>				Area traffic.	
2	1V.A.3.e	Type 1 Interconnection:	Per 251 c(2)(B) Qwest is not specific on how issuing multiple numbers to a	Qwest is not required to transport calls from Autotel customers in one local	6
1	UNRESOLVED	Connecting to at least	Autotel customer will implement LNP	calling area to any customers in another	

		one end office in the	better than issuing only one number.	local calling area. In addition, Qwest	
		EAS/Local Calling	Autotel is not aware of any Type 1	may not assign numbers associated with	
		Area	CMRS switch that is capable of	one wire center to customers in the area	
			delivering traffic to more than one end	served by another wire center. These	
			office. It is technically feasible to	provisions are included in other Type 1	
			interconnect to only one end office and	wireless interconnection agreements	
			for Qwest to transport and terminate	approved by the Commission. The	
			calls to and from another end office in a	proposed language is:	
			different Qwest local calling area. The	Autotel shall establish Type 1 trunk	
			local calling areas of a CMRS carrier	groups to at least one Qwest End Office	
			and a LEC are different. Autotel does	in each of the EAS/Local Calling Areas	
			not have to conform its local calling area	where Autotel provides service. Type 1	
			to Qwest's.	interconnection may be accomplished	
				through the provision of an analog DS0	
				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.	
3	IV.C.4	Non-Local Traffic	51.701, A call which at the beginning of	Whenever an IXC is involved in a call,	8
		Definition and Local	the call, originates and terminates in	the call is non-local whether within an	
	UNRESOLVED	Traffic.	different MTAs is non-local traffic.	MTA or not. The proposed language is:	
				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	

4	IV.H.3 UNRESOLVED	Limiting interoffice facilities to 50 miles when capacity is near exhaust or facilities do not exist	Qwest is obligated to provide the facilities and equipment for interconnection for the transmission and routing of telephone exchange service, exchange access and for network access to unbundled elements per 251-c(2)&(3). Qwest cann not avoid these obligations by agreeing not to discriminate between carriers. Nor does Qwest's obligations to provide dedicated transport end at 50 miles. Qwest must modify its existing network facilities at its expense to accommodate the requests of competitors such as Autotel.	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. This issue was litigated and resolved in the 271 process. The following proposed language consistent with that resolution is: If Direct Trunked Transport is greater than fifty (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.	2
5	IV.I.2 Issue #5 and #14 UNRESOLVED	Reciprocal Compensation Credit method of billing	51.703 Qwest is required to establish reciprocal compensation arrangements for the transport and termination of telecommunications traffic with Autotel. Under Qwest credit method, Autotel would only be compensated if Qwest's billing to Autotel was greater than Autotel's billing to Qwest. Autotel	Qwest has proposed the following language to address Autotel's concerns: IV.I.2.a. A Party providing two-way dedicated facilities will pay the other Party the rate set forth in Exhibit A less 50%. Qwest will use its Reciprocal Compensation Credit Method of Billing to calculate the rate described above if	3

		T			1
			needs to be able to bill Qwest so it may	Qwest is providing the two-way facility	
			receive the compensation it is entitled to.	to Autotel based on the following criteria.	
				2.a.1. The Reciprocal Compensation Credit for two-way dedicated facility charges provided by Qwest shall be based on the rates listed on Exhibit A for three components: the Entrance Facility, Dedicated Transport (Mileage) and Multiplexing. The sum of these charges will be reduced by a factor of .50 (fifty percent) as a credit to reflect that the traffic on these facilities is relatively balanced. The two—way facility charges and the facilities credit will appear on the current month's bill to Autotel.	
6	IV.I.3 RESOLVED	Reciprocal compensation credit cont'd		The agreed changes to Qwest's proposed interconnection agreement are: IV.I.3. Delete IV.C.3.d. Reciprocal Compensation does not apply to Transit Traffic. IV.J. Miscellaneous Charges Reciprocal Compensation does not apply to Miscellaneous Charges. IV.M. Testing Reciprocal Compensation does not apply to Testing.	Not addressed in Autotel's Petition

7	IV.J. and	Miscellaneous	The agreed change to Qwest's proposed	
	V.H.4	Charges, Testing and	intereconnection agreement is:	
		Service Interruptions	J. Miscellaneous Charges	
	RESOLVED		Cancellation charges will apply to	
			cancelled Type 1 and Type 2 trunk	
	Autotel agreed		orders, based upon critical dates, terms	
	to use Qwest		and conditions in accordance with	
	Access Tariff		Exhibit A and the Trunk Nonrecurring	
	in language.		Charges referenced in this Agreement.	
8.	V.B	Mid-Span Meet POI	The agreed change to Qwest's proposed	5
			interconnection agreement is:	
	RESOLVED		A Mid-Span Meet POI is a negotiated	
			Point of Interface, requiring new	
	Qwest and		construction by Qwest and is limited to	
	Autotel have		the Interconnection of facilities between	
	agreed to		one Party's Switch and the other Party's	
	specific		Switch. The actual physical Point of	
	language.		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.	

9	V.E.4	DTMF Signaling	Autotel position wants various kinds of	As noted in response to issue 1, Qwest is	7
			DTMF signaling, Qwest only offers	not required to reconfigure its network to	
	UNRESOLVED		Wink Start. Proposes, based on Sprint,	serve CLECs or wireless providers.	
			latest generation of switching equipment	DTMF and pulse signaling are outmoded	
			has the capability of providing DTMF	technologies no longer being provided to	
			and pulse signaling.	new Qwest customers. They may be	
				provided to Autotel if requested and	
				available, but only in accordance with the	
				Special Request Process, which does not	
				have a nonrecurring charge.	
10	V.F.9/	Trunking for Type 2	Autotel advocates Type I	See Qwest position on Issue 1. Qwest	Not
	Appendix D	Interconnections:	interconnection. Did not address the	proposes to address Autotel's concern	addressed in
		Single Point of	Qwest original proposed language for	with its Single Point of Presence option	Autotel's
	UNRESOLVED	Presence (SPOP)	Type II and therefore one would assume	which is included in other wireless	Petition
	Dalatas to		that Autotel feels it is not necessary	interconnection agreements approved by	
	Relates to			the Commission. Qwest's proposed	
	Issue #1.			language is:	
				Type II Interconnection:	
				Single Point of Presence (SPOP)	
				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.	

	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.	
	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.	
	d. Where there is a Qwest local tandem	
	serving an end office that WSP intends to	
	terminate traffic, the following conditions	
	apply:	
	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 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.	
	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.	
	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.
ii. Connections to a Qwest local
tandem may be two-way or one-way
trunks. These trunks will carry Exchange
Service EAS/Local traffic only.
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.
e. Where there is no Qwest local tandem
serving a Qwest end office,WSP may
choose from one of the following
options:
i. A two-way WSP Type 2 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.
ii. A two-way WSP Type 2 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.
1. If the WSP uses two way
trunking, Qwest will send all Exchange
Service EAS/Local, Exchange Access
(IntraLATA Toll Non-IXC) and Jointly
Provided Switched Access (InterLATA
and IntraLATA IXC) traffic delivered to
the Qwest access tandem on the same
combined trunk.
iii. A one-way terminating WSP Type
2 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.
iv. WSP may utilize a one-way Type
2 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.
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.
v. To the extent Qwest combines
Exchange Service (EAS/Local),
Exchange Access (IntraLATA Toll
carried solely by Local 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.
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
Type 2 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 Type 2
trunking to each Qwest access tandem
that serves its end-user customers' traffic
to avoid call bocking. 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 requirements will apply for
direct trunking to Qwest end offices.
g. If Direct Trunked Transport is greater

	1 50 11 1 1 1 1 1
	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.
	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.
	i. Ordering
	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.
	ii. WSP will issue ASRs denoting
	change activity for existing trunk groups
	converting to SPOP trunk groups in the
	same LATA.
	iii. SPOP elements, such as EF; DTT;
	EICT; and multiplexing will be billed in
	accordance with the interconnection
	agreement (see Exhibit A).
	Appendix D
	SINGLE POINT OF PRESENCE

	WAIVER	
	Qwest will waive the requirement for	
	WSP to 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 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
	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.	
11	VII UNRESOLVED	UNEs to be used for interconnection	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 UNEs. Even with the new laws Qwest is obligated to combine the loop and dedicated transport network elements for Autotel for the purpose of interconnection.	Qwest will provide nondiscriminatory access to the unbundled network elements and (UNEs) and UNE combinations in accordance with applicable law. In accordance with ¶ 365 of the Triennial Review Order, Qwest is not obligated to provide dedicated transport between a wireless carrier's switch and Qwest's switch or between portions of the wireless carrier's own network. In addition, loops and network interface devices are to be used to serve end users, not to connect components of Autotel's network. If Autotel requests provision of appropriate UNEs, Qwest will provide them in accordance with the terms and conditions of its SGAT approved by the Commission.	4
12	XVI				Not
					addressed in

	RESOLVED			Autotel's
	The parties			Petition
	agreed to			
	remove both			
	NIUER and			
	BFR language			
	from			
	agreement.			
13	XX	Construction Charges		9
	RESOLVED			
	The parties			
	agreed to			
	remove the			
	construction			
	language from			
	the agreement.			
14	XXII.D.	Payment	The agreed change to Qwest's	Not
	DEGOL VED		interconnection agreement is:	addressed by
	RESOLVED Relates to		XXII.D.1 Amounts payable under this	Autotel
	Issue #5		Agreement are due and payable within	BDE Error Code: 3303
	13340 113		thirty (30) days after the date of invoice. Billing and collection of usage charges	Native Error
	Language was		by either Party from its customers shall	Code: 0s
	rewritten and		have no bearing on the amount or	Petition
	both parties		timeliness of either Party's payment	
	agree to new		obligation to the other Party.	
	language.		songuism to the other rate;	

15	Appendix A	Rates		Not
				addressed by
	RESOLVED			Autotel's
				Petition
	Parties have			
	agreed that the			
	only rates			
	included in			
	Appendix A			
	will be for			
	elements the			
	terms and			
	conditions for			
	which are			
	included in			
	agreement.			