Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ² INTERVAL	LANGUAGE ³	LANGUAGE
CHANGES		
AND		
PLACE-		
MENT	PROPOGAT #4	CAME FOR POWE
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
See (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	
Interval	to the new interval (rather than new	
Changes	product) (or as otherwise ordered	
Changes	by the Commission). The forms of	

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

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

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

Issue#/1 Section#2 (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.	QWEST PROPOSED LANGUAGE	
Issue 1-1	PROPOSAL #2	SAME FOR BOTH PROPOSALS:	
Section 1.7.2 (2 of 2 options)	1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals different from those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an 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).	1.7.2 Notwithstanding any other provision in this Agreement, the attached Exhibit C will be modified pursuant to the Change Management Process ("CMP") without requiring the execution of an amendment.	

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

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section#2	LANGUAGE ³		LANGUAGE	
Group 9.0				
(LIS				
Trunking)				
Issue 1-1 (d)	3.1.1 For the following products	3	For ICB intervals for those	
	and services, for which the interval	s	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	f	for installation, such as 2/4 wire	
	follows:	a	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	
	a) 25 or more 2/4 wire		Guide.	
	analog loops;			
	b) 25 or more 2-wire non-			
	loaded loops;			
	c) 25 or more 4-wire non-			
	loaded loops;			
	d) 25 or more xDSL-I			
	capable loops;			
	e) 9 or more conditioned			
	loops for 2/4 wire non-			
	loaded, ADSL compatible,			
	xDSL-I, ISDN; and			
	f) 25 or more lines Quick			
	Loop and Quick Loop with LNP.			
	3.1.1.2 No later than one-hundred			
	and ninety two (192) hours after the			
	application date for:			
	a) 25 or more DS0 UDITs;			

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Sectionπ	LANGUAGE	Rates in Exhibit A include legally
Cartion 2.24	2.2 Disputed partial (Issue 1).	
Section 2.2 ⁴	2.2 – Disputed portion (Issue 1):	binding decisions of the
A 1' 4'	The rates in Exhibit A and when	Commission and shall be applied on
Application	they apply are addressed in Section	a prospective basis from the
of Rates in	<u>22.</u>	effective date of the legally binding
Exhibit A		Commission decision, unless
		otherwise ordered by the
(1 of 2 issues		Commission.
in 2.2)		
	2.2 Entire Provision:	2.2 Entire Provision:
(1 of 2		
options)	2.2 The provisions in this	2.2 The provisions in this
	Agreement are intended to be in	Agreement are intended to be in
	compliance with and based on the	compliance with and based on the
	existing state of the law, rules,	existing state of the law, rules,
	regulations and interpretations	regulations and interpretations
	thereof, including but not limited to	thereof, including but not limited to
	state rules, regulations, and laws, as	state rules, regulations, and laws, as
	of March 11, 2005 (the Existing	of March 11, 2005 (the Existing
	Rules). Nothing in this Agreement	Rules). Nothing in this Agreement
	shall be deemed an admission by	shall be deemed an admission by
	Qwest or CLEC concerning the	Qwest or CLEC concerning the
	interpretation or effect of the	interpretation or effect of the
	Existing Rules or an admission by	Existing Rules or an admission by
	Qwest or CLEC that the Existing	Qwest or CLEC that the Existing
	-	
	Rules should not be changed,	Rules should not be changed,
	vacated, dismissed, stayed or	vacated, dismissed, stayed or

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

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
	Section 2.2, to reflect the outcome	Section 2.2, to reflect the outcome	
	of generic proceedings by the	of generic proceedings by the	
	Commission for pricing, service	Commission for pricing, service	
	standards, or other matters covered	standards, or other matters covered	
	by this Agreement, except where	by this Agreement, except where	
	CLEC notifies Qwest in writing that	CLEC notifies Qwest in writing that	
	an amendment is not required. The	an amendment is not required.	
	rates in Exhibit A and when they	Rates in Exhibit A include legally	
	apply are addressed in Section 22.	binding decisions of the	
	Any amendment shall be deemed	Commission and shall be applied on	
	effective on the effective date of the	a prospective basis from the	
	legally binding change or	effective date of the legally binding	
	modification of the Existing Rules	Commission decision, unless	
	for rates, and to the extent	otherwise ordered by the	
	practicable for other terms and	Commission. When a regulatory	
	conditions, unless otherwise	body or court issues an order	
	ordered. While any negotiation or	causing a change in law and that	
	Dispute resolution is pending for an	order does not include a specific	
	amendment pursuant to this Section	implementation date, a Party may	
	2.2 the Parties shall continue to	provide notice to the other Party	
	perform their obligations in	within thirty (30) Days of the	
	accordance with the terms and	effective date of that order and any	
	conditions of this Agreement. For	resulting amendment shall be	
	purposes of this Section, "legally	deemed effective on the effective	
	binding" means that the legal ruling	date of the legally binding change	
	has not been stayed, no request for a	or modification of the Existing	
	stay is pending, and any deadline	Rules for rates, and to the extent	
	for requesting a stay designated by	practicable for other terms and	
	statute or regulation, has passed.	conditions, unless otherwise	
		ordered. In the event neither Party	
		provides notice within thirty (30)	
		Days, the effective date of the	

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.
Issue 2-3	PROPOSAL #2	Where the Parties fail to agree upon
Section 2.2 ⁵	Each Party has an obligation to	such an amendment within sixty
and Section	ensure that the Agreement is	(60) Days after notification from a
22.4.1.2	amended accordingly. Where the	Party seeking amendment due to a
A1:	Parties fail to agree upon such an	modification or change of the
Application	amendment within sixty (60) Days	Existing Rules or if any time during

-

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
of Rates in	after notification from a Party	such sixty (60) Day period the
Exhibit A	seeking amendment due to a	Parties shall have ceased to
	modification or change of the	negotiate such new terms for a
(1 of 2 issues	Existing Rules or if any time during	continuous period of fifteen (15)
in 2.2)	such sixty (60) Day period the	Days, it shall be resolved in
	Parties shall have ceased to	accordance with the Dispute
(2 of 2	negotiate such new terms for a	resolution provision of this
Options)	continuous period of fifteen (15)	Agreement
	Days, it shall be resolved in	
	accordance with the Dispute	Rates in Exhibit A include legally
	resolution provision of this	binding decisions of the
	Agreement	Commission
	The rates in Exhibit A and when	
	they apply are further addressed in	22.4.1.2 If the Interim
	Section 22. Generally, with respect	Rates are reviewed and changed by
	to rates, this Section 2.2 addresses	the Commission, the Parties shall
	changes to rates that have been	incorporate the rates established by
	previously approved by the	the Commission into this
	Commission, and Section 22	Agreement pursuant to Section 2.2
	(Pricing) also addresses rates that	of this Agreement. Such
	have not been previously approved	Commission-approved rates shall
	by the Commission (Unapproved	be effective as of the date required
	Rates). Rates in Exhibit A include	by a legally binding order of the
	legally binding decisions of the	Commission. Rates in Exhibit A
	Commission	include legally binding decisions of
		the Commission and shall be
	22.4.1.2 If the Interim	applied on a prospective basis from
	Rates are reviewed and changed by	the effective date of the legally
	the Commission, the Parties shall	binding Commission decision,
	incorporate the rates established by	unless otherwise ordered by the
	the Commission into this	Commission.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.		
EFFECTIVE DATE OF LEGALLY BINDING CHANGES			
Issue 2-4	PROPOSAL #1:	When a regulatory body or court issues an order causing a	

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, , Utah state-specific).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section 2.2	any amendment shall be deemed	change in law and that order does	
	effective on the effective date of the	not include a specific	
Effective	legally binding change or	implementation date, a Party may	
Date of	modification of the Existing Rules	provide notice to the other Party	
Legally	for rates, and to the extent	within thirty (30) Days of the	
Binding	practicable for other terms and	effective date of that order and any	
Changes	conditions, unless otherwise	resulting amendment shall be	
	ordered	deemed effective on the effective	
(2 of 2 issues		date of the legally binding change	
in Section		or modification of the Existing	
2.2)		Rules for rates, and to the extent	
		practicable for other terms and	
(1 of 2		conditions, unless otherwise	
Options)		ordered. In the event neither Party	
		provides notice within thirty (30)	
		Days, the effective date of the	
		legally binding change shall be the	
		effective date of the amendment	
		unless the Parties agree to a	
		different date	
Issue 2-4	PROPOSAL #2:	PROPOSAL #2:	
Section 2.2	Each Party has an obligation to	Where the Parties fail to agree	
	ensure that the Agreement is	upon such an amendment within	
Effective	amended accordingly. Where the	sixty (60) Days after notification	
Date of	Parties fail to agree upon such an	from a Party seeking amendment	
Legally	amendment within sixty (60) Days	due to a modification or change of	
Binding	after notification from a Party	the Existing Rules or if any time	
Changes	seeking amendment due to a	during such sixty (60) Day period	
	modification or change of the	the Parties shall have ceased to	
(2 of 2 issues	Existing Rules or if any time during	negotiate such new terms for a	

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
in Section	such sixty (60) Day period the	continuous period of fifteen (15)	
2.2)	Parties shall have ceased to	Days, it shall be resolved in	
	negotiate such new terms for a	accordance with the Dispute	
(2 of 2	continuous period of fifteen (15)	resolution provision of this	
Options)	Days, it shall be resolved in	Agreement	
	accordance with the Dispute		
	resolution provision of this	unless otherwise ordered by the	
	Agreement	Commission When a regulatory	
		body or court issues an order	
	Each Party reserves its rights with	causing a change in law and that	
	respect to the effective date of a	order does not include a specific	
	legally binding modification or	implementation date, a Party may	
	change of the Existing Rules and, if	provide notice to the other Party	
	different, other dates for	within thirty (30) Days of the	
	implementation or application of an	effective date of that order and any	
	order, if any. If a Party desires a	resulting While any negotiation or	
	particular deadline or time period	Dispute resolution is	
	for application or implementation of		
	any aspect of a proposed order, the		
	Party may request under the		
	Commission's regularly established		
	rules that the Commission establish		
	a specific implementation date, stay		
	the order, or provide other such		
	relief as applicable. If, however,		
	the Commission enters an order that		
	is silent on the issue, the order shall		
	be implemented and applied on a		
	prospective basis from the date that		
	the order is effective either by		
	operation of law or as otherwise		
	stated in the order (such as		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section#	"effective immediately" or a	LANGUAGE	
	•		
	specific date), unless subsequently		
	otherwise ordered by the		
	Commission or, if allowed by the		
	order, agreed upon by the Parties.		
	While any negotiation or Dispute		
	resolution is		
DESIGN			
CHANGES			
Issue 4-5	9.2.3.8 Design Change rates for	9.2.3.8 Design Change rates for	
	Unbundled Loops (unless the need	Unbundled Loops (unless the need	
Section	for such change is caused by Qwest,	for such change is caused by Qwest,	
9.2.3.8	in which case this rate does not	in which case this rate does not	
	apply.)	apply.)	
See (a) to (c)			
below for			
related			
sections:			
9.2.3.9			
and			
Exhibit A at			
9.20.13			
"Design			
Change"			
Issue 4-5 (a)	9.2.3.9 CFA Change – 2/4 Wire	9.2.3.9 Rates for CFA changes are	
	Loop Cutovers. Connecting	set forth in Exhibit A (unless the	
9.2.3.9	Facility Assignment (CFA) changes	need for such change is caused by	
	for Coordinated Installation Options	Qwest, in which case this rate does	

Issue#/ ¹ Section# ² CFA Change	ESCHELON PROPOSED LANGUAGE ³ for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.	QWEST PROPOSED LANGUAGE not apply).	
Issue 4-5 (b) Intentionally Left Blank		0.20.12 Design Change C	
Issue 4-5 (c) Exhibit A Section 9.20.13	9.20.13 Design Change 9.20.13.1 Design Change (Transport) \$35.89 C	9.20.13 Design Change C 9.20.13.1 Design Change (Transport) \$35.89	
Design Change Charge	9.20.13.2 (Loop) \$30.00 1 9.20 13.3 CFA - 2/4 Wire Loop cutovers \$ 5.00	9.20.13.2 Design Change (Loop) \$35.89 9.20.13.3 Design Change (CFA) \$35.89	
DISCONTIN- UATION OF ORDER PROCESS- ING	1		

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, one Party may	5.4.2 One Party may discontinue
	discontinue processing orders for	processing orders for relevant
Discontinua-	relevant services for the failure of	services for the failure of the other
tion of Order	the other Party to make full	Party to make full payment, less
Processing	payment, less any disputed amount	any disputed amount as provided
	as provided for in Section 21.8 of	for in Section 21.8 of this
(1 of 2	this Agreement, for the relevant	Agreement, for the relevant services
options)	services provided under this	provided under this Agreement
	Agreement within thirty (30) Days	within thirty (30) Days following
	following the Payment Due Date.	the Payment Due Date. The Billing
	The Billing Party will notify the	Party will notify the other Party in
	other Party in writing and the	writing and the Commission on a
	Commission on a confidential basis	confidential basis at least ten (10)
	at least ten (10) business days prior	business days prior to discontinuing
	to discontinuing the processing of	the processing of orders for the
	orders for the relevant services. If	relevant services. If the Billing
	the Billing Party does not refuse to	Party does not refuse to accept
	accept additional orders for the	additional orders for the relevant
	relevant services on the date	services on the date specified in the
	specified in the ten (10) business	ten (10) business days notice, and
	days notice, and the other Party's	the other Party's non-compliance
	non-compliance continues, nothing	continues, nothing contained herein
	contained herein shall preclude the	shall preclude the Billing Party's
	Billing Party's right to refuse to	right to refuse to accept additional
	accept additional orders for the	orders for the relevant services from
	relevant services from the non-	the non-complying Party without
	complying Party without further	further notice. Additionally, the
	notice. Additionally, the Billing	Billing Party may require a deposit
	Party may require a deposit (or	(or additional deposit) from the
	additional deposit) from the billed	billed Party, pursuant to Section

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section#2	LANGUAGE ³	LANGUAGE
	Party, pursuant to Section 5.4.5.	5.4.5. The Billing Party shall
	The Billing Party shall resume	resume order processing without
	order processing without	unreasonable delay upon receipt of
	unreasonable delay upon receipt of	full payment of all charges, and
	full payment of all charges, and	payment of a deposit, if any, for the
	payment of a deposit, if any, for the	relevant services not disputed in
	relevant services not disputed in	good faith under this Agreement.
	good faith under this Agreement.	Both Parties agree, however, that
	Both Parties agree, however, that	the application of this provision will
	the application of this provision will	be suspended for the initial three (3)
	be suspended for the initial three (3)	Billing cycles of this Agreement
	Billing cycles of this Agreement	and will not apply to amounts billed
	and will not apply to amounts billed	during those three (3) cycles. In
	during those three (3) cycles. In	addition to other remedies that may
	addition to other remedies that may	be available at law or equity, the
	be available at law or equity, the	billed Party reserves the right to
	billed Party reserves the right to	seek equitable relief, including
	seek equitable relief, including	injunctive relief and specific
	injunctive relief and specific	performance.
	performance.	
Issue 5-6	PROPOSAL #2:	SAME FOR BOTH
	5.4.2 One Party may discontinue	PROPOSALS:
Section 5.4.2	processing orders for relevant	5.4.2 One Party may discontinue
	services for the failure of the other	processing orders for relevant
Discontinua-	Party to make full payment, less	services for the failure of the other
tion of Order	any disputed amount as provided	Party to make full payment, less
Processing	for in Section 21.8 of this	any disputed amount as provided
(2, 52	Agreement, for the relevant services	for in Section 21.8 of this
(2 of 2	provided under this Agreement	Agreement, for the relevant services
options)	within thirty (30) Days following	provided under this Agreement
	the Payment Due Date If the	within thirty (30) Days following

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	billed Party asks the Commission to	the Payment Due Date	
	prevent discontinuance of order		
	processing and/or rejection of		
	orders (e.g., because delay in		
	submitting dispute or making		
	payment was reasonably justified		
	due to inaccurate or incomplete		
	Billing), the Billing Party will		
	continue order processing while the		
	proceedings are pending, unless the		
	Commission orders otherwise		
1 5 7	5 4 2 W/1 1 G	5.4.2 TH D'H' D	
Issue 5-7	5.4.3 With the Commission's	5.4.3 The Billing Party may	
Section 5.4.3	approval pursuant to Section 5.13.1,	disconnect any and all relevant services for failure by the billed	
& see (a)	the Billing Party may disconnect any and all relevant services for	Party to make full payment, less	
below related	failure by the billed Party to make	any disputed amount as provided	
section	full payment, less any disputed	for in Section 21.8 of this	
5.13.1	amount as provided for in Section	Agreement, for the relevant services	
3.13.1	21.8 of this Agreement, for the	provided under this Agreement	
Commission	relevant services provided under	within sixty (60) Days following	
approval for	this Agreement within sixty (60)	the Payment Due Date. For Resale	
disconnects	Days following the Payment Due	products pursuant to Section 6, the	
discomices	Date. For Resale products pursuant	billed Party will pay the applicable	
	to Section 6, the billed Party will	tariffed non-recurring charge less	
	pay the applicable tariffed non-	the wholesale discount set forth in	
	recurring charge less the wholesale	Exhibit A, required to reconnect	
	discount set forth in Exhibit A,	each resold End User Customer line	
	required to reconnect each resold	disconnected pursuant to this	
	End User Customer line	paragraph. The Billing Party will	
	disconnected pursuant to this	notify the billed Party in at least ten	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
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	paragraph. The Billing Party will	(10) business days prior to
	notify the billed Party in at least ten	disconnection of the unpaid
	(10) business days prior to	service(s). In case of such
	disconnection of the unpaid	disconnection, all applicable
	service(s). In case of such	undisputed charges, including
	disconnection, all applicable	termination charges, if any, shall
	undisputed charges, including	become due. If the Billing Party
	termination charges, if any, shall	does not disconnect the billed
	become due. If the Billing Party	Party's service(s) on the date
	does not disconnect the billed	specified in the ten (10) business
	Party's service(s) on the date	days notice, and the billed Party's
	specified in the ten (10) business	noncompliance continues, nothing
	days notice, and the billed Party's	contained herein shall preclude the
	noncompliance continues, nothing	Billing Party's right to disconnect
	contained herein shall preclude the	any or all relevant services of the
	Billing Party's right to disconnect	non-complying Party without
	any or all relevant services of the	further notice. For reconnection of
	non-complying Party without	the non-paid service to occur, the
	further notice, if disconnection has	billed Party will be required to
	been approved by the Commission.	make full payment of all past and
	For reconnection of the non-paid	current undisputed charges under
	service to occur, the billed Party	this Agreement for the relevant
	will be required to make full	services. Additionally, the Billing
	payment of all past and current	Party may request a deposit (or
	undisputed charges under this	recalculate the deposit) as specified
	Agreement for the relevant services.	in Sections 5.4.5 and 5.4.7 from the
	Additionally, the Billing Party may	billed Party, pursuant to this
	request a deposit (or recalculate the	Section. Both Parties agree,
	deposit) as specified in Sections	however, that the application of this
	5.4.5 and 5.4.7 from the billed	provision will be suspended for the
	Party, pursuant to this Section.	initial three (3) Billing cycles of this
	Both Parties agree, however, that	Agreement and will not apply to

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	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, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.	amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive 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 may seek relief in accordance
	in writing and may seek relief in	with the Dispute resolution
	accordance with the Dispute	provision of this Agreement. The
	resolution provision of this	failure of either Party to enforce any
	Agreement. The failure of either	of the provisions of this Agreement
	Party to enforce any of the	or the waiver thereof in any
	provisions of this Agreement or the	instance shall not be construed as a
	waiver thereof in any instance shall	general waiver or relinquishment on
	not be construed as a general waiver	its part of any such provision, but
	or relinquishment on its part of any	the same shall, nevertheless, be and
	such provision, but the same shall,	remain in full force and effect. To
	nevertheless, be and remain in full	the extent that either Party disputes,

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

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Section#2	LANGUAGE ³	LANGUAGE	
	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 amount	
	payment of any undisputed non-de	received more than thirty (30) Days	
	minimus amount received more	after the Payment Due Date, three	
	than thirty (30) Days after the	(3) or more times during a twelve	
	Payment Due Date, for three (3)	(12) month period on the same	
	consecutive months. on the same	Billing account number. The	
	Billing account number. The	deposit may not exceed the	
	deposit may not exceed the	estimated total monthly charges for	
	estimated total monthly charges for	an average two (2) month period	
	an average two (2) month period	within the 1 st three (3) months from	
	within the 1 st three (3) months from	the date of the triggering event	
	the date of the triggering event	which would be either the date of	
	which would be either the date of	the request for reconnection of	
	the request for reconnection of	services or resumption of order	
	services or resumption of order	processing and/or the date CLEC is	
	processing and/or the date CLEC is	Repeatedly Delinquent as described	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section	Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.	above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met,	
Issue 5-9	PROPOSAL #1 (issue 2): 5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Section 5.4.5	means payment of any undisputed amount received more than thirty	means payment of any undisputed amount received more than	
Definition of	(30) Days after the Payment Due	thirty (30) Days after the Payment	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
Repeatedly	Date, for three (3) consecutive	Due Date, three (3) or more times	
Delinquent	months. on the same Billing	during a twelve (12) month period	
	account number	on the same Billing account	
(2 of 3 issues		number	
in 1 st Eschelon			
proposal for 5.4.5)			
3.4.3)			
(1 of 2			
options)			
Issue 5-9	PROPOSAL #2 (issue 2):		
	5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Section 5.4.5	means payment of any undisputed.	means payment of any undisputed.	
	amount received more than	amount received more than thirty	
Definition of	thirty (30) Days after the Payment	(30) Days after the Payment Due	
Repeatedly	Due Date, three (3) or more times	Date, three (3) or more times during	
Delinquent	during a six (6) month period on the same Billing account number	a twelve (12) month period on the same Billing account number	
(2 of 3 issues	the same bining account number	Same Diffing account number	
1 st Eschelon	·		
proposal for			
5.4.5)			
,			
(2 of 2			
options)			
Issue 5-10			
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Issue 5-11	5.4.5Required deposits are due	5.4.5Required deposits are	
	and payable within thirty (30) Days	due and payable within thirty	

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	may require a deposit to be held as	discontinuance of the processing	of
	security for the payment of charges	orders by the Billing Party due t	
	before the orders from the billed	previous non-payment situation.	the
	Party will be provisioned and	Billing Party may require a depo	sit
	completed or before reconnection of	to be held as security for the	
	service. The Billing Party may also	payment of charges before the	
	require a deposit for the failure of	orders from the billed Party will	be
	the other Party to make full	provisioned and completed or	
	payment, less any disputed amount	before reconnection of service.	
	as provided for in Section 21 of this	"Repeatedly delinquent" means	7
	Agreement, for the relevant services	payment of any undisputed amo	
	provided under this Agreement	received thirty (30) Days or more	
	within ninety (90) Days following	after the Payment Due Date, thr	
	the Payment Due Date, if the	(3) or more times during a twelve	
	Commission determines that all	(12) month period on the same	
	relevant circumstances warrant a	Billing account number. The	
	deposit. The deposit may not	deposit may not exceed the	
	exceed the estimated total monthly	estimated total monthly charges	For
	charges for an average two (2)	an average two (2) month period	
	month period within the 1 st three (3)	within the 1 st three (3) months for	om
	months from the date of the	the date of the triggering event	
	triggering event which would be	which would be either the date of	f
	either the date of the request for	the request for reconnection of	
	reconnection of services or	services or resumption of order	
	resumption of order processing for	processing and/or the date CLE	
	all services. The deposit may be a	repeatedly delinquent as describ	
	surety bond if allowed by the	above for all services. The depo	
	applicable Commission regulations,	may be a surety bond if allowed	by
	a letter of credit with terms and	the applicable Commission	
	conditions acceptable to the Billing	regulations, a letter of credit wit	
	Party, an – interest bearing escrow	terms and conditions acceptable	50
	account, or some other form of	the Billing Party, an – interest	

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	mutually acceptable security such	bearing escrow account, or some	
	as a cash deposit. Required	other form of mutually acceptable	
	deposits are due and payable within thirty (30) Days after demand and	security such as a cash deposit. Required deposits are due and	
	conditions being met.	payable within thirty (30) Days	
	conditions being met.	after demand and conditions being	
		met.	
REVIEW OF CREDIT			
STANDING	DDODOGAL #1.	CAME FOR ROTH	
Issue 5-13	PROPOSAL #1: 5.4.7 Intentionally Left Blank.	SAME FOR BOTH PROPOSALS:	
Section 5.4.7	5.4.7 Intentionally Left Blank.	I ROI OSALS.	
Section 5.117		5.4.7 The Billing Party may review	
Review of		the other Party's credit standing and	
credit		increase the amount of deposit	
standing		required but in no event will the	
(1.60		maximum amount exceed the	
(1 of 2		amount stated in Section 5.4.5.	
options)			
Y 5.12	DD OD OG AL WO	GAME FOR ROSE	
Issue 5-13	PROPOSAL #2: 5.4.7 If a Party has received a	SAME FOR BOTH PROPOSALS:	
Section 5.4.7	5.4.7 If a Party has received a deposit pursuant to Section 5.4.5	5.4.7 The Billing Party may	
Section 5.4.7	but the amount of the deposit is less	review the other Party's credit	
Review of	than the maximum deposit amount	standing and increase the amount of	
credit	permitted by Section 5.4.5, the	deposit requiredbut in no event will	
standing	Billing Party may review the other	the maximum amount exceed the	
	Party's credit standing and increase	amount stated in Section 5.4.5.	

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(2 of 2	the amount of deposit required, if	Ziii(o	0.102
options)	approved by the Commission, but in		
options)	no event will the maximum amount		
	exceed the amount stated in Section		
	5.4.5. Section 5.4 is not intended to		
	change the scope of any regulatory		
	agency's or bankruptcy court's		
	authority with regard to Qwest or		
	CLECs.		
Issue 5-14			
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Issue 5-15			
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COPY OF			
NONDIS-			
CLOSURE AGREE-			
MENT			
Issue 5-16	5.16.9.1 The Parties may disclose,	5.16.9.1 The Partic	es may disclose
15546 5 10	on a need to know basis only,	on a need to know	▼
Section	CLEC individual forecasts and	CLEC individual f	
5.16.9.1	forecasting information disclosed	forecasting inform	
3.10.7.1	by Qwest, to legal personnel, if a	by Qwest, to legal	
Non-	legal issue arises about that	legal issue arises a	
disclosure	forecast, as well as to CLEC's	forecast, as well as	
Agreement	wholesale account managers,	wholesale account	
8	wholesale LIS and Collocation	wholesale LIS and	
	product managers, network and	product managers,	
	growth planning personnel	growth planning p	

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	responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned	responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned	
Issue 6-17 Intentionally Left Blank			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
Section			
7.3.5.2			
See Section			
12.2.1.2			
(Issue 12-			
67(f))			
Section 7.4.7			
- See Section			
1.7.2 above			
(Issue 1-1)			
TRANSIT			
RECORD			
CHARGE			
AND BILL VALIDA-			
TION			
Issue 7-18	7.6.3.1 In order to verify Qwest's		
15540 / 10	bills to CLEC for Transit Traffic the		
Section	billed party may request sample 11-		
7.6.3.1	01-XX records for specified offices.		
	These records will be provided by		
Application	the transit provider in EMI		
of Transit	mechanized format to the billed		
Record	party at no charge, because the		
Charge	records will not be used to bill a		
	Carrier. The billed party will limit		
	requests for sample 11-01-XX data		
	to a maximum of once every six		
	months, provided that Billing is		
	accurate.		
Issue 7-19	7.6.4 Qwest will provide the non-		

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section# ²	LANGUAGE ³		LANGUAGE	
	transit provider, upon request, bill			
Section 7.6.4	validation detail including but not			
	limited to: originating and			
Transit	terminating CLLI code, originating			
Record Bill	and terminating Operating			
Validation	Company Number, originating and			
Detail	terminating state jurisdiction,			
	number of minutes being billed, rate			
	elements being billed, and rates			
	applied to each minute.			
Issue 8-20				
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Issue 8-20 (a)				
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Issue 8-21				
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Issue 8-21 (a)				
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Leit Blaik				
Issue 8-21 (b)				
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Issue 8-21 (c)		<u> </u>		
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Issue 8-21 (d)				
155 de 0 21 (d)				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
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Issue 8-21 (e)			
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Issue 8-21 (f)			
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Issue 8-22			
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Issue 8-23			
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Issue 8-26			
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Issue 8-27			
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Section# ²	LANGUAGE ³	LANGUAGE	
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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-			
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	0.1.2	0.1.2 0 1 11	.,
Issue 9-31	9.1.2 Qwest shall provide non-	9.1.2 Qwest shall prov	
Castian 0.1.2	discriminatory access to Unbundled	discriminatory access to	
Section 9.1.2	Network Elements on rates, terms	Network Elements on rate	The state of the s
Non	and conditions that are non-	and conditions that are n	
Non-	discriminatory, just and reasonable.	discriminatory, just and the graphing of an Unburn	
discriminatory	The quality of an Unbundled	The quality of an Unbun	uieu

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Section#2	LANGUAGE ³	LAN	GUAGE
access to	Network Element Qwest provides,	Network Elemen	nt Qwest provides,
UNEs	as well as the access provided to	as well as the acc	cess provided to
	that element, will be equal between	that element, wil	l be equal between
(1 of 2	all Carriers requesting access to that	all Carriers reque	esting access to that
Options)	element. Access to Unbundled	element. Activi	ties available for
	Network Elements includes	Unbundled Netw	vork Elements
	moving, adding to, repairing and	includes moving	, adding to,
	changing the UNE (through, e.g.,	repairing and cha	anging the UNE
	design changes, maintenance of	(through, e.g., de	esign changes,
	service including trouble isolation,	maintenance of s	service including
	additional dispatches, and	trouble isolation,	, additional
	cancellation of orders) and will	dispatches, and o	cancellation of
	provided at TELRIC rates. Qwest	orders) at the app	plicable rates.
	shall perform for CLEC those	Qwest shall perfe	
	Routine Network Modifications that	those Routine No	etwork
	Qwest performs for its own End		at Qwest performs
	User Customers. The requirement	for its own End U	
	for Qwest to modify its network on	The requirement	for Qwest to
	a nondiscriminatory basis is not	modify its netwo	
	limited to copper loops and applies	nondiscriminator	
	to all unbundled transmission		r loops and applies
	facilities, including Dark Fiber	to all unbundled	transmission
	transport when available pursuant to	facilities, includi	
	Section 9.7. Where Technically	_	vailable pursuant to
	Feasible, the access and Unbundled	Section 9.7. Wh	
	Network Element provided by	Feasible, the acc	ess and Unbundled
	Qwest will be provided in	Network Elemen	<u> </u>
	"substantially the same time and	Qwest will be pr	
	manner" to that which Qwest	"substantially the	
	provides to itself or to its Affiliates.	manner" to that v	
	In those situations where Qwest		f or to its Affiliates.
	does not provide access to Network	In those situation	ns where Qwest

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Section#2	LANGUAGE ³	LANGUAGE	
	Elements to itself, Qwest will	does not provide access to Network	
	provide access in a manner that	Elements to itself, Qwest will	
	provides CLEC with a meaningful	provide access in a manner that	
	opportunity to compete. For the	provides CLEC with a meaningful	
	period of time Qwest provides	opportunity to compete. For the	
	access to CLEC to an Unbundled	period of time Qwest provides	
	Network Element, CLEC shall have	access to CLEC to an Unbundled	
	exclusive use of the Network	Network Element, CLEC shall have	
	Element, except when the	exclusive use of the Network	
	provisions herein indicate that a	Element, except when the	
	Network Element will be shared.	provisions herein indicate that a	
	Notwithstanding the foregoing,	Network Element will be shared.	
	Qwest shall provide access and	Notwithstanding the foregoing,	
	UNEs at the service performance	Qwest shall provide access and	
	levels set forth in Section 20.	UNEs at the service performance	
	Notwithstanding specific language	levels set forth in Section 20.	
	in other sections of this Agreement,	Notwithstanding specific language	
	all provisions of this Agreement	in other sections of this Agreement,	
	regarding Unbundled Network	all provisions of this Agreement	
	Elements are subject to this	regarding Unbundled Network	
	requirement. In addition, Qwest	Elements are subject to this	
	shall comply with all state	requirement. In addition, Qwest	
	wholesale service quality	shall comply with all state	
	requirements.	wholesale service quality	
		requirements.	
Issue 9-31	9.1.2 Access to Unbundled		
	Network Elements includes		
Section 9.1.2	moving, adding to, repairing and		
	changing the UNE (through, e.g.,		
Non-	design changes, maintenance of		

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discriminatory	service including trouble isolation,		
access to	additional dispatches, and		
UNEs	cancellation of orders) and will be		
	provided at TELRIC rates		
(2 of 2	r		
Options)			
Issue 9-32			
Intentionally			
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Issue 9-32(a)			
Intentionally			
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Issue 9-32 (b)			
Intentionally			
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Issue 9-32 (c)			
Intentionally			
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NETWORK			
MAINTE- NANCE AND			
MODERNIZA-			
TION			
Issue 9-33	PROPOSAL #1 (Issue 1)		
Section 9.1.9	9.1.9 Disputed portion (Issue 1):	9.1.9 Disputed portion (Issue 1):	
Network	9.1.9 Such changes may result	9.1.9 Such changes may result	
Maintenance	in minor changes to transmission	in minor changes to transmission	
and	parameters but the changes to	parameters	
Modernization	transmission parameters will not		
Activities –	adversely affect service to any	9.1.9 Entire provision:	
	CLEC End User Customers (other		

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Affect on	than a reasonably anticipated	
End User	temporary service interruption, if	9.1.9 In order to maintain and
Customers	any, needed to perform the work).	modernize the network properly,
	(In addition, in the event of	Qwest may make necessary
(1 of 2 issues	emergency, see Section 9.1.9.1). ⁷	modifications and changes to the
in Sections	9.1.9 Entire provision – Proposal	UNEs in its network on an as
9.1.9)	<u>#1:</u>	needed basis. Such changes may
		result in minor changes to
(1 of 2	9.1.9 In order to maintain and	transmission parameters This
Options)	modernize the network properly,	Section 9.1.9 does not address
	Qwest may make necessary	retirement of copper Loops or
	modifications and changes to the	Subloops, which are addressed in
	UNEs in its network on an as	Sections 9.2.1.2.2 (and subparts),
	needed basis. Such changes may	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),
	result in minor changes to	and 9.2.2.3.3. Network maintenance
	transmission parameters but the	and modernization activities will
	changes to transmission parameters	result in UNE transmission
	will not adversely affect service to	parameters that are within
	any CLEC End User Customers	transmission limits of the UNE
	(other than a reasonably anticipated	ordered by CLEC. Qwest shall
	temporary service interruption, if	provide CLEC advance notice of
	any, needed to perform the work).	network changes pursuant to
	(In addition, in the event of	applicable FCC rules, including
	emergency, see Section 9.1.9.1).	changes that will affect (i) CLEC's
	This Section 9.1.9 does not address	performance or ability to provide
	retirement of copper Loops or	service (ii) network Interoperability
	Subloops, which are addressed in	or (iii) the manner in which
	Sections 9.2.1.2.2 (and subparts),	Customer Premises equipment is

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

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	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	attached to the public network.	
	and 9.2.2.3.3. Network maintenance	Changes that affect network	
	and modernization activities will	Interoperability include changes to	
	result in UNE transmission	local dialing from seven (7) to ten	
	parameters that are within	(10) digit, area code splits, and new	
	transmission limits of the UNE	area code implementation. FCC	
	ordered by CLEC. Qwest shall	rules are contained in CFR Part 51	
	provide CLEC advance notice of	and 52. Such notices will contain	
	network changes pursuant to	the location(s) at which the changes	
	applicable FCC rules, including	will occur and any other	
	changes that will affect (i) CLEC's	information required by applicable	
	performance or ability to provide	FCC rules. Qwest provides such	
	service (ii) network Interoperability	disclosures on an Internet web site.	
	or (iii) the manner in which		
	Customer Premises equipment is		
	attached to the public network.		
	Changes that affect network		
	Interoperability include changes to		
	local dialing from seven (7) to ten		
	(10) digit, area code splits, and new		
	area code implementation. FCC		
	rules are contained in CFR Part 51		
	and 52. Such notices will contain		
	the location(s) at which the changes		
	will occur including, if the changes		
	are specific to a CLEC End User		
	Customer, the circuit identification		
	and CLEC End User Customer		
	address information, and any other		
	information required by applicable		
	FCC rules. Qwest provides such		
	disclosures on an Internet web site.		

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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issue 9-33	PROPOSAL #2 (Issue 1)	
Section 9.1.9	If such changes result in the	
Network	CLEC's End User Customer	9.1.9 – Entire Provision – Proposal
Maintenance	experiencing unacceptable ⁸ changes	<u>#2:</u>
and	in the transmission of voice or data,	
Modernization	Qwest will assist the CLEC in	9.1.9 In order to maintain and
Activities –	determining the source and will	modernize the network properly,
	take the necessary corrective action	Qwest may make necessary
Affect on	to restore the transmission quality	modifications and changes to the
End User	to an acceptable level if it was	UNEs in its network on an as
Customers	caused by the network changes.	needed basis. Such changes may
		result in minor changes to
(1 of 2 issues	9.1.9 – Entire Provision – Proposal	transmission parameters. This
in Sections	<u>#2:</u>	Section 9.1.9 does not address
9.1.9)		retirement of copper Loops or
	9.1.9 In order to maintain and	Subloops, which are addressed in
(2 of 2	modernize the network properly,	Sections 9.2.1.2.2 (and subparts),
Options)	Qwest may make necessary	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),
	modifications and changes to the	and 9.2.2.3.3. Network maintenance
	UNEs in its network on an as	and modernization activities will
	needed basis. Such changes may	result in UNE transmission
	result in minor changes to	parameters that are within
	transmission parameters. If such	transmission limits of the UNE
	changes result in the CLEC's End	ordered by CLEC. Qwest shall
	<u>User Customer experiencing</u>	provide CLEC advance notice of

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	unacceptable changes in the	network changes pursuant to	
	transmission of voice or data, Qwest	applicable FCC rules, including	
	will assist the CLEC in determining	changes that will affect (i) CLEC's	
	the source and will take the	performance or ability to provide	
	necessary corrective action to	service (ii) network Interoperability	
	restore the transmission quality to	or (iii) the manner in which	
	an acceptable level if it was caused	Customer Premises equipment is	
	by the network changes This	attached to the public network.	
	Section 9.1.9 does not address	Changes that affect network	
	retirement of copper Loops or	Interoperability include changes to	
	Subloops, which are addressed in	local dialing from seven (7) to ten	
	Sections 9.2.1.2.2 (and subparts),	(10) digit, area code splits, and new	
	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	area code implementation. FCC	
	and 9.2.2.3.3. Network	rules are contained in CFR Part 51	
	maintenance and modernization	and 52. Such notices will contain	
	activities will result in UNE	the location(s) at which the changes	
	transmission parameters that are	will occur and any other	
	within transmission limits of the	information required by applicable	
	UNE ordered by CLEC. Qwest	FCC rules. Qwest provides such	
	shall provide CLEC advance notice	disclosures on an Internet web site.	
	of network changes pursuant to		
	applicable FCC rules, including		
	changes that will affect (i) CLEC's		
	performance or ability to provide		
	service (ii) network Interoperability		
	or (iii) the manner in which		
	Customer Premises equipment is		
	attached to the public network.		
	Changes that affect network		
	Interoperability include changes to		
	local dialing from seven (7) to ten		
	(10) digit, area code splits, and new		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section#	·	LANGUAGE	
	area code implementation. FCC rules are contained in CFR Part 51		
	and 52. Such notices will contain		
	the location(s) at which the changes		
	will occur <u>including</u> , if the changes		
	are specific to an End User		
	Customer, ⁹ circuit identification, if		
	readily available, and any other		
	information required by applicable		
	FCC rules. Qwest provides such		
	disclosures on an Internet web site.		
Issue 9-33(a)			
Intentionally			
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Issue 9-34	PROPOSAL #1 (Issue 2):		
Section 9.1.9	Such notices will contain the	Such notices will contain the	
	location(s) at which the changes	location(s) at which the changes	
Network	will occur including, if the changes	will occur and any other	
Maintenance	are specific to a CLEC End User	information required by applicable	
and	Customer, the circuit identification	FCC rules.	
Modernization	and CLEC End User Customer		
Activities –	address information, and any other		
	information required by applicable		

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

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section# ²	LANGUAGE ³		LANGUAGE	
Location at	FCC rules.			
Which				
Changes				
Occur				
(2 of 2 issues)				
(1 of 2				
Options)				
Issue 9-34	PROPOSAL #2 Issue 2:			
G 4' 0 1 0	Constructions will as at air the	C	-1	
Section 9.1.9	Such notices will contain the		ich notices will contain the	
Notes of	location(s) at which the changes		on(s) at which the changes	
Network Maintenance	will occur including, if the changes		ccur and any other	
and	are specific to an End User Customer, 10 circuit identification, if	FCC ru	nation required by applicable	
Modernization	readily available, and any other	FCCTu	uies.	
Activities –	information required by applicable			
7 ICTIVITIES	FCC rules.			
Location at	Tee fules.			
Which				
Changes				
Occur				
(2 of 2 issues)				
(2 of 2				
Options)				
Issue 9-35				
Intentionally				
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Note: Eschelon will accept "End User Customer" or "CLEC End User Customer" here.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
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			
Intentionally			
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Issue 9-37 (a)			
Intentionally			
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Issue 9-37 (b)			
Intentionally			
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Issue 9-38			
Intentionally			
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Issue 9-39			
Intentionally			
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J 0 . 40			
Issue 9-40			
Intentionally			
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Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSE LANGUAGE	D
Section#	LANGUAGE	LANGUAGE	
Issue 9-41 Intentionally Left Blank			
Issue 9-42 Intentionally Left Blank			
Issue 9-43 Section 9.1.15.2.3 Conversions - Circuit ID	9.1.15.2.3 The circuit identification ("circuit ID") will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.		
Issue 9-44 Section 9.1.15.3; See subparts to Issue 9-44 (a) and Issue 9-44 (b) for related issues in 9.1.15.3.1	9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will reprice the facility by application of a new rate.		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
9.1.15.3.1.1			
Manner of			
Conversion			
Issue 9-44 (a)	9.1.15.3.1 Qwest may perform the		
15546 > 11 (4)	re-pricing through use of an "adder"		
Section	or "surcharge" used for Billing the		
9.1.15.3.1	difference between the previous		
9.1.13.3.1	UNE rate and the new rate for the		
Manner of	analogous or alternative service		
Conversion –			
Conversion –	arrangement, much as Qwest		
TT C 11	currently does to take advantage of		
Use of adder	the annual price increases in its		
or surcharge	commercial Qwest Platform Plus		
	product.		
Issue 9-44 (b)	9.1.15.3.1.1 Qwest may add a new		
	Universal Service Ordering Code		
Section	("USOC") for this purpose and		
9.1.15.3.1.1	assign the "adder" or "surcharge"		
	rate to that USOC.		
Manner of			
Conversion -			
Use of USOC			
Issue 9-44 (c)	9.1.15.3.1.2 For any facility		
	converted to an analogous or		
Section	alternative service arrangement		
9.1.15.3.1.1	pursuant to Section 9.1.15.3, Qwest		

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Manner of Conversion - Same USOC	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.	Landone	
Issue 9-45 Intentionally Left Blank			
Issue 9-46 Intentionally Left Blank			
Issue 9-47 Intentionally Left Blank			
Issue 9-48 Intentionally Left Blank			
Section 9.2.3.8 - <i>See</i> Issue 4-5			
Section 9.2.3.9 - See			
Issue 4-5 (a) Issue 9-49 Intentionally Left Blank			

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED	
Section#2	LANGUAGE ³		LANGUAGE	
PHASE				
OUT				
SUBLOOPS				
Issues 9-50				
Intentionally				
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Issue 9-51				
Intentionally				
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Issue 9-52				
Intentionally				
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Issue 9-53	PROPOSAL #2:			
Section 9.9	1.7.3 Phase out process . If Qwest		<u>1.7.3 P</u>	
and subpart;	desires to phase-out the provision of		9.9.1 Intentionally Left Blank	
1.7.3 and	an element, service or functionality			
subparts	included in this agreement, it must			
	first obtain an Order from the			
Phase out;	Commission approving its process			
UCCRE	for withdrawing the element,			
	service or functionality. Obtaining			
(2 of 4	such a Order will not be necessary if			
Options)	Qwest (1) promptly phases-out an			
	element, service or functionality			
	from the agreements of all CLECs			
	in [insert applicable state] within a			
	three-month time period when the			
	FCC has ordered that the element,			
	service or functionality does not			
	have to be ordered, or (2) follows a			

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	phase-out process ordered by the FCC. 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 a phase-out order (pursuant to Section 1.7.3) from the	
	Commission within four months from the effective date of this Agreement.	
Issue 9-53	PROPOSAL #3: 1.7.3 If Qwest desires to phase out	
Section 9.9 and subpart;	or otherwise cease offering on a wholesale basis (without first	9.9.1 Intentionally Left Blank
1.7.3 and subparts	individually amending every interconnection agreement	
Di	containing that term and updating	
Phase out; UCCRE	the SGAT) an Interconnection service, access to Unbundled	
UCCKE	Network Elements (UNEs),	
(3 of 4	Ancillary Services or	
Options)	Telecommunications Services	

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	available for resale, Qwest must		
	request and obtain Commission		
	approval, after CLEC and other		
	potentially affected carriers are		
	afforded reasonable notice and		
	opportunity to be heard in a generic		
	Commission proceeding. For		
	example, if a product is generally		
	available per the terms of the SGAT		
	and is contained in the ICAs of		
	other CLECs (but not CLEC),		
	before refusing to make that product		
	available to CLEC on the same		
	terms on the basis that Qwest		
	intends to cease offering the product		
	(such as due to lack of demand),		
	Qwest must either (1) amend the		
	ICAs of those other CLECs and		
	update the SGAT to remove the		
	product; or (2) obtain Commission		
	approval to cease offering the		
	product on a wholesale basis. This		
	provision is intended to help		
	facilitate nondiscrimination by		
	ensuring that Qwest cannot refuse to		
	offer a product on the same terms to		
	CLEC while that product is still		
	contained in the ICAs of other		
	CLECs or in the SGAT.		
	1721 If the beside for O		
	1.7.3.1 If the basis for Qwest's		

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	request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the		
	Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding		
	anything in this Section 1.7.3. 1.7.3.2 This Section 1.7.3 is not intended to change the scope of any		
	regulatory agency's authority with regard to Qwest or CLECs.		
	1.7.3.3 This Section 1.7.3 relates to the cessation of a product or service offering on a wholesale basis as described in Section 1.7.3 (referred to as a "phase out" or as "cease		
	offering"). Nothing in this Section 1.7.3 prevents another CLEC and Qwest from mutually agreeing to remove a product from an individual ICA to which CLEC is not a party.		
	1.7.3.4 Before Qwest submits a request to phase out or cease offering a product or service (as those terms are used in this Section 1.7.3) pursuant to this Section 1.7.3,		

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	and while a request pursuant to this		
	Section 1.7.3 is pending before the		
	Commission, Qwest must continue		
	to offer the product or service,		
	unless the Commission orders		
	otherwise.		
	1.7.3.4.1 If the Commission orders		
	that Qwest need not offer the		
	product or service while the		
	proceeding is pending, the		
	Commission may place such		
	restrictions on that order as allowed		
	by its rules and authority, including		
	a condition that if Qwest later offers		
	the product or service to any CLEC,		
	it must then inform CLECs of the		
	availability of the product or service		
	and offer it to other CLECs on the		
	same terms and conditions. If those		
	terms and conditions are in this		
	Agreement (but were not in effect		
	due to the Commission order that		
	Qwest need not offer the product or		
	service while the proceeding is		
	pending), once Qwest offers those		
	terms to any other CLEC, Qwest		
	must offer those terms to CLEC		
	pursuant to those terms in this		
	Agreement without amendment as		
	well.		

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Issue 9-53	PROPOSAL #4:		
Section 9.9	1.7.3 If Qwest desires to phase out	Intentionally Left Blank	
and subparts	or otherwise cease offering a		
(UCCRE);	product, service, element, or		
1.7.3 and	functionality on a wholesale basis		
subparts	that it has previously made		
	available pursuant to Section 251 of		
Phase out;	the Act, Qwest must first obtain an		
UCCRE -	order from the Commission		
	adopting a process for doing so.		
(4 of 4	Once that process in place, Qwest		
Options)	may use that process as ordered by		
	the Commission.		
	1.7.3.1 Unless and until a process		
	is approved by the Commission as		
	described in Section 1.7.3, Qwest		
	must continue to offer such		
	products, services, elements, or		
	functionalities on a		
	nondiscriminatory basis, such that		
	Qwest may not refuse to make an		
	offering available to CLEC on the		
	same terms as it is available to other		
	CLECs through their ICAs or the		
	SGAT on the grounds that Qwest,		
	although it has not yet amended		
	those agreements, indicates that it		
	intends to cease offering that		
	product (such as due to lack of		
	demand). If the Commission does		

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S * * * * * * * * * * * * * * * * * * *	not adopt a process as described in		
	Section 1.7.3 or Qwest chooses not		
	to use that process, Qwest may		
	cease a wholesale offering by		
	promptly amending all ICAs		
	containing that offering to remove		
	it.		
	Qwest shall provide Unbundled		
	Customer Controlled		
	Rearrangement Element (UCCRE)		
	in a non-discriminatory manner		
	according to the following terms		
	and conditions.		
	9.9.1 Description		
	9.9.1.1 Unbundled Customer		
	Controlled Rearrangement Element		
	(UCCRE) provides the means by		
	which CLEC controls the		
	configuration of Unbundled		
	Network Elements (UNEs) or		
	ancillary services on a near real		
	time basis through a digital cross		
	connect device. UCCRE utilizes		
	the Digital Cross-Connect System		
	(DCS). UCCRE is available in		
	Qwest Wire Centers that contain a		
	DCS and such DCS is UCCRE		
	compatible.		
	9.9.2 Terms and Conditions		
	9.9.2.1 DCS ports are DS1, DS3		
	and Virtual Ports (Virtual Ports are		

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	for connecting one end user to		
	another). The DCS Port is		
	connected to the Demarcation Point		
	using tie cables via the appropriate		
	DSX cross connect panel. The		
	DSX panel serves both as a		
	"Design-To" point and a network		
	interface at the DCS. CLEC is		
	responsible for designing to the		
	"Design-To" point. CLEC may		
	connect the UCCRE ports to its		
	elements or CLEC designated		
	equipment. If CLEC desires DS0		
	Port functionality, CLEC will order		
	a DS1 UCCRE Port and provide its		
	own multiplexer (or DS1 UDIT		
	multiplexers) and connect them		
	together. This combination will		
	form the equivalent of 24 DS0-level		
	ports.		
	9.9.2.2 The reconfiguration of the		
	service is accomplished at the DS0		
	signal level. Reconfiguration of		
	these services can be accomplished		
	through two methods: Dial Up or		
	Attendant Access.		
	9.9.2.2.1 Dial Up Access. Qwest		
	will provide access to mutually		
	agreed upon UCCRE points in		
	those offices where UCCRE is		
	available. Qwest will provide and		
	engineer this service in the same		

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	manner that it is currently provided		
	to Qwest's End User Customers.		
	9.9.2.2.2 Attendant Access. When		
	CLEC requests Qwest to make		
	changes on its behalf, an attendant		
	access charge will apply per		
	transaction.		
	9.9.3 Rate Elements		
	9.9.3.1 Recurring rate elements		
	include:		
	9.9.3.1.1 DS1 Port;		
	9.9.3.1.2 DS3 Port;		
	9.9.3.1.3 Dial Up Access; and		
	9.9.3.1.4 Attendant Access.		
	9.9.3.2 Nonrecurring rate elements		
	include:		
	9.9.3.2.1 DS1 Port;		
	9.9.3.2.2 DS3 Port; and		
	9.9.3.2.3 Virtual Ports.		
	9.9.4 Ordering Process		
	9.9.4.1 Ordering processes and		
	installation intervals are specified in		
	Exhibit C of this Agreement and are		
	the same as specified in the UNEs -		
	UDIT Section. UCCRE is ordered		
	via the ASR process.		
	9.9.4.2 UCCRE is ordered with the		
	Basic Installation option. Qwest		
	will begin the work activity on the		
	negotiated Due Date and notify		
	CLEC when the work activity is		
	complete. Test results performed		

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Section#2	LANGUAGE ³	LANGUAGE
	by Qwest are not provided to	
	CLEC.	
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	9.23.2 UNE Combinations are
	Combinations are	available in, but not limited to, the
UNE	available in, but	following products: EELs (subject
Combination	not limited to, the	to the limitations set forth below)
Availability	following	and. If CLEC desires access to a
(1 60	products: EELs	different UNE Combination, CLEC
(1 of 2	(subject to the	may request access through the
issues; For	limitations set	Special Request Process set forth in
2 nd issue	forth below) and	this Agreement. Qwest will
(Loop-Mux Combinations)	Loop Mux	provision UNE combinations
See Section	Combinations. If CLEC desires	pursuant to the terms of this
9.23.9)		Agreement without requiring an
9.23.9)	access to a different UNE	amendment to this Agreement,
	Combination,	provided that all UNEs making up the UNE Combination are
	CLEC may	contained in this Agreement. If
	request access	Qwest develops additional UNE
	through the	Combination products, CLEC can
	Special Request	order such products without using
	Process set forth	the Special Request Process, but
	Process set forth	the Special Request Process, but

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Section	in this	CLEC may need to submit a	
	Agreement.		
	Agreement. Qwest will	questionnaire pursuant to Section 3.2.2.	
		3.2.2.	
	provision UNE		
	combinations		
	pursuant to the		
	terms of this		
	Agreement		
	without requiring		
	an amendment to		
	this Agreement,		
	provided that all		
	UNEs making up		
	the UNE		
	Combination are		
	contained in this		
	Agreement. If		
	Qwest develops		
	additional UNE		
	Combination		
	products, CLEC		
	can order such		
	products without		
	using the Special		
	Request Process,		
	but CLEC may		
	need to submit a		
	questionnaire		
	pursuant to		
	Section 3.2.2.		
Issue 9-54 (a)			

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

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	Capacity EELs. If no component of		
	the Loop-transport Combination is a		
	UNE, however, the Loop-Transport		
	Combination is not addressed in		
	this Agreement. The UNE		
	components of any Loop-Transport		
	Combinations are governed by this		
	Agreement and the other		
	component(s) of any Loop-		
	Transport Combinations are		
	governed by the terms of an		
	alternative service arrangement, as	Commingled EEL – If CLEC	
	further described in Section	obtains at UNE pricing part (but not	
	24.1.2.1.	all) of a loop-transport	
		Combination, the arrangement is a	
	PROPOSAL #2:	Commingled EEL. (Regarding	
		Commingling, see Section 24.)	
	Loop-Transport Combination – For		
	purposes of this Agreement, "Loop-	High Capacity EEL – "High	
	Transport Combination" is a Loop	Capacity EEL" is a loop-transport	
	in combination, or Commingled,	Combination (either EEL or	
	with a Dedicated Transport facility	Commingled EEL) when the Loop	
	or service (with or without	or transport is of DS1 or DS3	
	multiplexing capabilities), together	capacity. High Capacity EELs may	
	with any facilities, equipment, or	also be referred to as "DS1 EEL" or	
	functions necessary to combine	"DS3 EEL," depending on capacity	
	those facilities. At least as of the	level.	
	Effective Date of this Agreement		
	"Loop-Transport Combination" is	9.23.4.4 Additional Terms for	
	not the name of a particular Qwest	EELs	
	product. "Loop-Transport		
	Combination" includes Enhanced	9.23.4.4.1 EELs may consist of	

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	Extended Links ("EELs"),	loops and interoffice transport of	
	Commingled EELs, and High	the same bandwidth (Point-to-	
	Capacity EELs. If no component of	Point). When multiplexing is	
	the Loop-transport Combination is a	requested, EELs may consist of	
	UNE, however, the Loop-Transport	loops and interoffice transport of	
	Combination is not addressed in this	different bandwidths (Multiplexed).	
	Agreement. The UNE	CLEC may also order combinations	
	component(s) of any Commingled	of interoffice transport,	
	arrangement is governed by the	concentration capability and DS0	
	applicable terms of this Agreement.	loops.	
	The other component(s) of any		
	Commingled arrangement is	9.23.4.5 Ordering Process for	
	governed by the terms of the	EELs	
	alternative service arrangement		
	pursuant to which that component is	9.23.4.5.4 Qwest may require	
	offered (e.g., Qwest's applicable	two (2) service requests when	
	Tariffs, price lists, catalogs, or	CLEC orders Multiplexed EELs	
	commercial agreements).	(which are not Point-to-Point) and	
		EEL loops (as part of a multiplexed	
	Commingled EEL – If CLEC	EEL). Regarding Commingling see	
	obtains at UNE pricing part (but not	Section 24.	
	all) of a Loop-Transport		
	Combination, the arrangement is a	9.23.4.6 Rate Elements for EELs	
	Commingled EEL. (Regarding		
	Commingling, see Section 24.)		
	High Conseits EEI "High		
	High Capacity EEL – "High Capacity EEL" is a Loop-Transport		
	Combination (either EEL or		
	Commingled EEL) when the Loop		
	or transport is of DS1 or DS3		
	capacity. High Capacity EELs may		
	capacity. Fligh Capacity EELS may		

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	also be referred to as "DS1 EEL" or		
	"DS3 EEL," depending on capacity level.		
	9.23.4.4 Additional Terms for		
	UNE Components of Loop		
	Transport Combinations		
	9.23.4.4.1 EELs and Commingled		
	EELs may consist of loops and		
	interoffice transport of the same		
	bandwidth (Point-to-Point). When		
	multiplexing is requested, EELs and		
	Commingled EELs may consist of		
	loops and interoffice transport of		
	different bandwidths (Multiplexed). CLEC may also order combinations		
	of interoffice transport,		
	concentration capability and DS0		
	loops.		
	9.23.4.5 Ordering Process for		
	UNE Components of Loop		
	Transport Combinations		
	9.23.4.5.4		
	two (2) service requests when		
	CLEC orders Multiplexed Loop		
	Transport Combinations (which are		
	not Point-to-Point) and EEL loops		
	(as part of a multiplexed EEL).		
	Regarding Commingling see		

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	Section 24. 9.23.4.6 Rate Elements for UNE Components of Loop Transport Combinations		
SERVICE ELIGIBI- LITY CRITERIA - AUDITS			
Issue 9-56 Sections	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2,	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in 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.	
.1	concern that CLEC has not met the		
	Service Eligibility Criteria.		
Service			
Eligibility			
Criteria –			
Audits -			
Concern			
Issue 9-56 (a)	9.23.4.3.1.1.1 The written notice		
	shall include the cause upon which		
Section	Qwest has a concern that CLEC has		

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9.23.4.3.1.1.1	not met the Service Eligibility		
.1	Criteria. Upon request, Qwest		
	shall provide to CLEC a list of		
Service	circuits that Qwest has identified as		
Eligibility	of that date, if any, for which Qwest		
Criteria –	alleges non-compliance or which		
Audits -	otherwise supports Qwest's		
Notice	concern.		
Sections			
9.23.4.4 &			
9.23.4.4.1 –			
See Issue 9-			
55 (Sections			
9.23.4,			
9.23.4.5.1)			
above			
Section			
9.23.9.4.3 –			
See Issue 1-1			
(Section			
1.7.2) <i>above</i>			
& Issue 9-61			
(Section			
9.23.9) below			
Issue 9-57			
Intentionally			
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COMMINGLE			
D EELS/ ARRANGE-			
MENTS			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
Issue 9-58	9.23.4.5.1 CLEC will submit orders	9.23.4.5.1 CLEC will submit orders	
	for Loop Transport Combinations	for EELs using the LSR process.	
Sections	using the LSR process. Submission	Submission of LSRs is described in	
9.23.4.5.1,	of LSRs is described in Section 12.	Section 12.	
9.23.4.5.1.1;			
See subparts	9.23.4.5.1.1 If any component		
to Issue 9-58	of the Loop-Transport Combination	9.23.4.5.4 One (1) LSR is required	
(a)-(d) and 9-	is not a UNE (i.e., not a component	when CLEC orders Point-to-Point	
59 for related	to which UNE pricing applies),	EELs	
issues in	CLEC will indicate on the LSR that		
9.23.4.5.4,	the component is not a UNE (e.g.,		
9.23.4.6.6	CLEC is ordering the component as		
(and	an alternate service such as special		
subparts),	access). CLEC will indicate this		
9.23.4.7 and	information in the Remarks section		
subparts;	of the LSR, unless the Parties agree		
9.1.1.1.1 &	otherwise.		
9.1.1.1.2			
Ordering,	9.23.4.5.4 One (1) LSR is required		
Billing, and	when CLEC orders Point-to-Point		
Circuit ID for	EELs. and Point-to-Point		
Commingled	Commingled EELs		
Arrangement			
s – ORDERING			
UKDEKING			
(For alternate			
proposal, see			
Section 9-59			
below)			
below)			

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Section#2	LANGUAGE ³	LANGUAGE	
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. Qwest may require two (2)	
9.23.4.5.4	Commingled EELs. For such	service requests when CLEC orders	
	Point-to-Point Loop-Transport	Multiplexed EELs (which are not	
Ordering,	Combinations, Qwest will assign a	Point-to-Point) and EEL loops (as	
Billing, and	single circuit identification (ID)	part of a multiplexed EEL).	
Circuit ID for	number for such combination.	Regarding Commingling see	
Commingled	Qwest may require two (2) service	Section 24.	
Arrangements	requests when CLEC orders		
	Multiplexed Loop-Transport		
CIRCUIT	Combinations (which are not Point-		
ID	to-Point) and EEL loops (as part of		
50 00 1	a multiplexed EEL). Regarding		
[2 of 2 issues	Commingling see Section 24.		
in Section			
9.23.4.5.4;	NOTE: For Eschelon's alternative		
For 1 st issue	proposal (if single circuit ID is		
(terminology) , see (Issue 9-	rejected), see Section 9.23.4.7 in		
55 (Section	subpart below.		
9.23.4.4.1)			
above]			
Issue 9-58 (b)	9.23.4.6.6 For each Point-to-Point	9.23.4.6.6 For Commingling see	
15546 > 50 (6)	Loop-Transport Combination (see	Section 24.	
Sections	Section 9.23.4.5.4), all chargeable	500001211	
9.23.4.6.6	rate elements for such combination		
(and	will appear on the same Billing		
subparts),	Account Number (BAN).		
Ordering,	NOTE : For Eschelon's alternative		
Billing, and	proposal (if single BAN is rejected),		

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Circuit ID for	see Section 9.23.4.6.6 below.	LANGUAGE
Commingled	see Section 7.23.4.0.0 below.	
Arrangements		
BILLING		
Issue 9-58 (c)	Eschelon's proposed alternate	SAME FOR BOTH
	language (if Qwest's position on	PROPOSALS:
Sections	9.23.4.6.6 is accepted in	
9.23.4.6.6	arbitration)	9.23.4.6.6 For Commingling, see
(and		Section 24.
subparts)	9.23.4.6.6 For each Point-to-Point	
	Commingled EEL (see Section	
Ordering,	9.23.4.5.4), so long as Qwest does	
Billing, and	not provide all chargeable rate	
Circuit ID for	elements for such EEL on the same	
Commingled	Billing Account Number (BAN),	
Arrangements	Qwest will identify and relate the	
	components of the Commingled	
BILLING	EEL on the bills and the Customer	
(A 14 a mm a 4 a	Service Records. Unless the Parties	
(Alternate	agree in writing upon a different	
proposal to 9.23.4.6.6 in	method(s), Qwest will relate the	
9.23.4.6.6 in Issue 9-	components of the Commingled	
58(b))	EEL by taking at least the following	
38(0))	steps:	
	9.23.4.6.6.1 Qwest will provide, on	
	each Connectivity Bill each month,	
	the circuit identification ("circuit	
	ID") for the non-UNE component	
	of the Commingled EEL in the sub-	
	account for the related UNE	

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Beetion	component of that Commingled	<u> </u>	
	EEL;		
	BBE,		
	9.23.4.6.6.2 Qwest will assign a		
	separate account type to		
	Commingled EELs so that		
	Commingled EELs appear on an		
	account separate from other		
	services (such as special		
	access/private line);		
	9.23.4.6.6.3 Each month, Qwest		
	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,		
	field) of the bill for the non-UNE		
	component; and		
	9.23.4.6.6.4 For each Commingled		
	EEL, Qwest will provide on all		
	associated Customer Service		
	Records the circuit ID for the UNE		
	component; the RBAN for the non- UNE component; and the circuit ID		
	for the non-UNE component.		
Iceua 0 58 (d)	9.1.1.1.1 Commingled EELs are		
Issue 9-58 (d)	addressed in Section 9.23. For any		
Section	other Commingled arrangement, the		
9.1.1.1.1 &	following terms apply, in addition		
7.1.1.1.1 X	Tonowing terms appry, in addition		

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9.1.1.1.1.2	to the general terms described in	
	Section 24:	
Ordering,		
Billing, and	9.1.1.1.2 When a UNE or UNE	
Circuit ID for	Combination is connected or	
Commingled	attached with a non-UNE wholesale	
Arrange-	service, unless it is not Technically	
ments	Feasible or the Parties agree	
	otherwise, CLEC may order the	
OTHER	arrangement on a single service	
ARRANGE-	request; if a circuit ID is required,	
MENTS	there will be a single circuit ID; and	
	all chargeable rate elements for the	
	Commingled service will appear on	
	the same BAN. If ordering on a	
	single service request, using a	
	single identifier, and including all	
	chargeable rate elements on the	
	same BAN is not Technically	
	Feasible, Qwest will identify and	
	relate the elements of the	
	arrangement on the bill and include	
	in the Customer Service Record for	
	each component a cross reference to	
	the other component, with its billing	
	number, unless the Parties agree	
	otherwise.	
Issue 9-58(e)	9.23.4.4.3.1 When any component	
	of the Loop-Transport Combination	24.3.2 The service interval for
Sections	is not a UNE, the service interval	Commingled EELs will be as

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9.23.4.4.3.1	for the combination will be the	follows. For the UNE component	
& 24.3.2;	longer interval of the two facilities	of the EEL see Exhibit C. For the	
9.1.1.1.1 &	being Commingled. See Section	tariffed component of the EEL see	
9.1.1.1.1.1	24.1.2.1.	the applicable Tariff.	
Interval for	24.3.2 See Section 9.23.4.4.3.1		
Commingled	regarding intervals for Commingled		
Arrangements	EELs.		
	9.1.1.1.1 Commingled EELs are		
	addressed in Section 9.23. For any		
	other Commingled arrangement, the		
	following terms apply, in addition		
	to the general terms described in		
	Section 24:		
	9.1.1.1.1 When a UNE and		
	another service are 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)			
12.2.1.2)			

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below			
Section			
9.23.4.6.6 -			
See Issue 9-			
58 (Section			
9.23.4.5.1.1)			
above			
Issue 9-59	Eschelon proposed alternate		
(alternate)	language (if Qwest's position on		
	9.23.4.5.4 is accepted in		
Sections	arbitration)		
9.23.4.7 and			
subparts	9.23.4.7 Maintenance and Repair	9.23.4.7 Maintenance and Repair	
	for UNE Component of Point-to-	for UNE Component of	
Ordering,	Point Commingled EELs	Commingled EELs	
Billing, and			
Circuit ID for	9.23.4.7.1 When CLEC reports a	9.23.4.7.1 When CLEC reports a	
Commingled	trouble through any of the means	trouble through any of the means	
Arrangements	described in Section 12.4.2.2, so	described in Section 12.4.2.2,	
_	long as Qwest provides more than	CLEC may provide both circuit	
CID CLUT	one circuit ID per Commingled	IDs associated with the	
CIRCUIT	EEL, CLEC may provide all circuit	Commingled EEL in a single	
ID/	IDs associated with the	trouble report If CLEC is using	
ALTER-	Commingled EEL in a single	CEMR to submit the trouble report,	
NATE	trouble report (i.e., Qwest shall not	for example, the CLEC will first	
	require CLEC to submit separate	report one circuit ID (the circuit it	
(A 1+0 + -	and/or consecutive trouble reports	believes has the trouble) and	
(Alternate	for the different circuit IDs	include the other circuit ID in the	
proposal to 9.23.4.5.4 in	associated with the single	remarks section Should a second	
9.23.4.5.4 in Issue 9-	Commingled EEL). If CLEC is	repair ticket be required for the	
	using CEMR to submit the trouble	circuit in the remarks section,	
58(a))			

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	report, for example, CLEC may report one circuit ID and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (i.e., the "ticket" number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.	Qwest will contact CLEC, and they will mutually agree who will open the second repair ticket. 9.23.4.7.1.1 Intentionally Left Blank	
	9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.	9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge only if Qwest dispatches and no trouble is found on either circuit associated with the Commingled EEL.	
	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 circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also		

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	charge only a single charge for both		
	circuits associated with the		
	Commingled EEL.		
Issue 9-60			
Intentionally			
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Section			
9.23.6.2 –			
See Issue 9-			
61 (Section			
9.23.9) <i>below</i>			
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 ((2 of	9.23.2 UNE Combinations	9.23.2 UNE Combinations	
2 issues; For	Description and General Terms	Description and General Terms	
1 st issue, see	UNE Combinations are available in,	UNE Combinations are available in,	
Section	but not limited to, the following	but not limited to, the following	
9.23.2);	products: EELs (subject to the	products: EELs (subject to the	
9.23.4.4.3;	limitations set forth below) and	limitations set forth below). If	

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9.23.6.2	Loop Mux Combinations. and. If	CLEC desires access to a different	
	CLEC desires access to a different	UNE Combination, CLEC may	
Loop-Mux	UNE Combination, CLEC may	request access through the Special	
Combination	request access through the Special	Request Process set forth in this	
(LMC) –	Request Process set forth in this	Agreement	
	Agreement		
Placement			
Issue 9-61 (a)	Eschelon proposed modifications	NOTE : See Eschelon Proposed	
	(9.23.9 and subparts):	language for cross-references to	
Sections	9.23.9.1.1[24.4.1.1] Loop-Mux	Section 24. Section 24.4.1 contains	
9.23.9 and	combination (LMC) is an	Qwest's corresponding language	
sub-parts;	unbundled Loop as defined in	(without Eschelon's proposed	
24.4 and sub-	Section 9.2 of this Agreement	modifications). The black text in	
parts;	(referred to in this Section as an	Sections 9.23.9 and 24.4.1 is the	
9.23.2 ((2 of	LMC Loop) combined with a DS1	same and is agreed upon subject to	
2 issues; For	or DS3 multiplexed facility with no	placement. The parties disagree as	
1 st issue, see	interoffice transport. The	to the highlighted (red) language.	
Section	multiplexed facility is provided as	The red modifications in the	
9.23.2);	an Interconnection Tie Pair (ITP)	Eschelon language column are	
9.23.4.4.3;	from the high side of the	proposed by Eschelon, and Qwest	
9.23.6.2	multiplexer to CLEC's Collocation.	disagrees. The parties also disagree	
Y 34	The multiplexer and the Collocation	as to placement (see previous	
Loop-Mux	must be located in the same Qwest	issue).	
Combination	Wire Center.		
(LMC) –	9.23.9.1.2 [24.4.1.2] LMC		
IMCLoop	provides CLEC with the ability to		
LMC Loop versus LMC	access End User Customers and		
versus LiviC	aggregate DS1 or DS0 unbundled		
	Loops to a higher bandwidth via a		
	DS1 or DS3 multiplexer. There is		
	DST OF DSS multiplexer. There is		

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	no interoffice transport between the multiplexer and CLEC's Collocation.		
	9.23.9.1.3 [24.4.1.3] Qwest offers the LMC as a Billing conversion or as new Provisioning.		
	9.23.9.2.1 [24.4.2.1] A UNE Extended Enhanced Loop (EEL) may be combined with the multiplexed facility.		
	9.23.9.2.2 [24.4.2.2] LMC 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 DS1 or DS3 multiplexed facility must terminate in a Collocation.		
	9.23.9.2.4 [[24.4.2.4] Intentionally Left Blank		
	9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-		

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	specified request to convert to LMC.	
	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.	
	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	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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Sections	Agreement, and include the following charges: a) Recurring Multiplexing Charge. 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 24 channels.		
	9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC 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, or on some private line/special access circuits, when coupled with a conversion-asspecified request to convert to LMC.		
	9.23.9.4.1 [24.4.4.1] Ordering processes for LMC (s) are		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section	contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in	D.M. (GC. FGD	
	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 (s) with account team representative.		
	9.23.9.4.1.4 [24.4.4.1] Step 4: After account team notification, place LMC orders via an LSR.		
	9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for first sentence] For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.		
	9.23.9.4.4 [24.4.4.4] Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or		

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	through facsimile. For LMC, 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, 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.		
	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 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		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
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	Project Coordinated Installations.		
	9.23.9.6.1 [24.4.6.1] Qwest will maintain facilities and equipment for LMC provided under this Agreement. 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.		
Issue 9-61 (b)	9.23.9.4.3 Service intervals for	24.4.4.3 Standard service intervals	
15546 > 61 (6)	LMC(s) are set forth in Exhibit C.	for LMCLoops in the Service	
Sections	For UNE Combinations with	Interval Guide (SIG) available at	
9.23.9 and	appropriate retail analogues, the	www.qwest.com/wholesale.	
sub-parts;	Provisioning interval will be no	9.23.4.4.3 Installation intervals for	
24.4 and sub-	longer than the interval for the	EEL are set forth in Exhibit C but	
parts:	equivalent retail service. CLEC and	will be no longer than the respective	
9.23.9.4.3,	Qwest can separately agree to Due	Private Line Transport Service that	
9.23.4.4.3,	Dates other than the interval.	Qwest will maintain on the	
9.23.6.2;		following web-site address:	
Exhibit C,	9.23.4.4.3 Installation intervals for	http://www.qwest.com/carrier/guide	
Section 6.0	UNE Combinations are set forth in	s/sig/index.html	
	Exhibit C but will be no longer than		
	the respective Private Line	9.23.6.2 Service intervals for each	
Loop-Mux	Transport Service that Qwest will	EEL are set forth in Exhibit C. For	
Combination	maintain on the following web-site	UNE Combinations with	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
(LMC) –	address:	appropriate retail analogues, the	
	http://www.qwest.com/carrier/guide	Provisioning interval will be no	
Intervals	s/sig/index.html	longer than the interval for the	
		equivalent retail service. CLEC and	
	9.23.6.2 Service intervals for each	Qwest can separately agree to Due	
	UNE Combination are set forth in	Dates other than the interval.	
	Exhibit C. For UNE Combinations		
	with appropriate retail analogues,	Exhibit C:	
	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.		
	Dates other than the interval.		
	Exhibit C:		
	Loop Mux Combo (LMC)		
Issue 9-61(c)	9.23.6.1 Interconnection Tie Pair	9.23.6.1 Intentionally Left Blank	
15546 7 01(6)	\$0.36 D	2.23.0.1 Intentionally Best Blank	
Exhibit A	40.00	9.23.6.6 Intentionally Left Blank	
Section	9.23.6.1.1 \$1.46 D		
9.23.6.1;	9.23.6.1.2 \$14.69 D		
9.23.6.1.1;			
9.23.6.1.2;			
9.23.6.6;	9.23.6.6 LMC Multiplexing		
9.23.6.6.1;	9.23.6.6.1 DS1 to DS0		
9.23.6.6.2;	\$151.43 REC \$105.99 NRC C		
9.23.6.6.2.1;			
9.23.6.6.2.2	9.23.6.6.2 DS3 to DS1		
	\$192.25 REC C		
LMC	9.23.6.6.2.1 Installation \$76.72		
Multiplexing	9.23.6.6.2.2 Disconnect \$29.27		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
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	
15540 12 04	Acknowledgement of Mistakes	12.1.4 Intentionally Best Blank	
Section	Acknowledgement of whistakes		
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.		
	ser the impacting condition.		
	12.1.4.2 When the Qwest Service		

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Intentionally	provided with Qwest identification,		
Left Blank	such as Qwest letterhead, logo, or		
	other indicia.		
Section			
12.1.4.2.3;	12.1.4.2.4 The Qwest Service		
12.1.4.2.4	Manager will provide the		
	acknowledgement to CLEC.		
Acknowledge			
-ment of			
Mistakes –			
Qwest			
identification	10.1.1.0.7.77	, , , , , , , , , , , , , , , , , , ,	
Issue 12-	12.1.4.2.5 The acknowledgment	Intentionally left Blank	
64(b)	response described in Section		
G .:	12.1.4.2.3 and provided by the		
Section	Qwest Service Manager to CLEC		
12.1.4.2.5; 12.1.4.2.6	will be provided on a non- confidential basis and will not		
12.1.4.2.0			
Acknowledge	include a confidentiality statement.		
-ment of	12.1.4.2.6 Qwest external		
Mistakes –	documentation available to CLEC		
Wiistakes —	will instruct CLEC to make		
Confidentiality	requests for acknowledgements		
	directly to its Qwest Service		
	Manager. Such external		
	documentation will also include		
	instruction for accessing the Qwest		
	Customer Contact Information Tool		
	to identify the assigned Qwest		

Service Manager if CLEC does not know to whom its request can be sent. Issue 12-65 Intentionally Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-6	
Issue 12-65 Intentionally Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-6	
Issue 12-65 Intentionally Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Section 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests 12.2.1.2; See Issue 12-67 Intentionally Left Blank Issue 12-66 Intentionally Left Blank Issue 12-67 Intentionally Issue 12-66 Intentionally Left Blank Issue 12-66 Intentionally Left Blank Issue 12-66 Intentionally Left Blank Issue 12-67 Intentionally Issue 12-67 Intentionally Issue 12-66 Intentionally Left Blank Issue 12-67 Intentionally Issue	
Intentionally Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-67 Issue 12-68 Issue 12-69 Issue 12-69 Issue 12-67 Is	
Intentionally Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-	
Left Blank Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-67 Issue 12-67 Issue 12-67 Issue Date earlier than the applicable Due Date interval for that product or service. Requests Issue 12-67(d) and (f) BELOW.	
Issue 12-66 Intentionally Left Blank EXPEDITE ORDERS Issue 12-67	
Intentionally Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-67 Issue Date earlier than the Section applicable Due Date interval for 12.2.1.2; See that product or service. Requests Intentionally Left Blank NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.	
Left Blank EXPEDITE ORDERS Issue 12-67 Issue 12-67 Issue Date earlier than the Section applicable Due Date interval for 12.2.1.2; See that product or service. Requests NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.	
EXPEDITE ORDERS Issue 12-67	
Issue 12-67 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the Section applicable Due Date interval for 12.2.1.2; See that product or service. Requests SOURCE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12.67(d) and (f) BELOW.	
Issue 12-67	
request a Due Date earlier than the Section 12.2.1.2; See requests 12.2.1.2; See request a Due Date earlier than the Subsection subsections Subsections Subsections Subsections 12.67(d) and (f) BELOW.	
Section applicable Due Date interval for 12.2.1.2; See that product or service. Requests SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.	
12.2.1.2; See that product or service. Requests 12-67(d) and (f) BELOW.	
subparts for expedites can be made either below for prior to, or after, submitting	
12.2.1.2.1, CLEC's service request.	
12.2.1.2.1, CEEE s service request.	
12.2.1.2.3,	
7.3.5.2 and	
subparts,	
9.1.12.1 and	
subparts;	
9.23.4.5.6,	
Ex. A	
9.20.14	
Expedited	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section#2	LANGUAGE ³	LANGUAGE
Orders		
Issue 12-	PROPOSAL #1:	NOTE: QWEST COUNTER AT
67(a)		7.3.5.2 AND 9.1.12.1 AND
	12.2.1.2.1 Notwithstanding any	SUBSECTIONS SEE ISSUES
Section	other provision of this Agreement,	12-67(d) and (f) BELOW.
12.2.1.2.1	for all products and services under	
	this Agreement (except for	
Expedited	Collocation pursuant to Section 8),	
Orders –	Qwest will grant and process	
	CLEC's expedite request, and	
Emergencies	expedite charges are not applicable,	
	if one or more of the following	
(1 of 4	conditions are met:	
Options)		
	a) Fire;	
	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 disconnect in error;	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section#2	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	LANGUAGE	
	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) Section	PROPOSAL #2: 12.2.1.2.1 Notwithstanding any other provision of this Agreement,		
12.2.1.2.1	for all products and services under		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section#		LANGUAGE	
E-madited	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 4	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		
	<u>order.</u>		
Issue 12-	PROPOSAL #3:		
67(a)	12.2.1.2.1 Notwithstanding any		
	other provision of this Agreement,		
Section	for all products and services under		
12.2.1.2.1	this Agreement (except for		
	Collocation pursuant to Section 8),		
Expedited	Qwest will grant and process		
Orders –	CLEC's expedite request, and		
	expedite charges are not applicable,		
Emergencies	if resources are available and one or		
	more of the following conditions are		
(3 of 4	met: 11		
Options)			
Issue 12-	12.2.1.2.1 Notwithstanding any		
67(a)	other provision of this Agreement,		
0/(a)	other provision of this Agreement,		

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
	for all products and services under	
Section	this Agreement (except for	
12.2.1.2.1	Collocation pursuant to Section 8),	
	Qwest will grant and process	
Expedited	CLEC's expedite request, and	
Orders –	expedite charges are not applicable,	
	if Qwest does not apply expedite	
Emergencies	charges to its retail Customers, such	
	as when certain conditions (e.g., fire	
(4 of 4	or flood) are met and the applicable	
Options)	condition is met with respect to	
	CLEC's request for an expedited	
	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. 12	
Y 10	DD OD OG LY 1/4	
Issue 12-	PROPOSAL #1:	
67(b)	12212276	Exhibit A, Section 9.20.14:
	12.2.1.2.2 If none of the conditions	Qwest's FCC Tariff No. 1
Section	described in Section 12.2.1.2.1 are	(footnote 1)
12.2.1.2.2 &	met, Qwest will grant and process	
Exhibit A	CLEC's expedite request, but the	

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

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Expedited Orders –	expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.	
Charges in Exhibit A	Exhibit A, Section 9.20.14, see Issue 12-67(g), below	
Issue 12- 67(c)	12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in	NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES
Section 12.2.1.2.3	Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this	12-67(d) and (f) BELOW.
Expedited Orders –	Agreement. The expedite charge, if applicable, is separate from the installation charge.	
Issue 12-67	9.1.12.1 For expedites, see Section	9.1.12.1 Expedite requests for
(d)	12.2.1.2.	designed Unbundled Network Elements are allowed. Expedites
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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
		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 Qwest's wholesale web site.	
Issue 12-67 (e)	9.23.4.5.6 For expedited orders, see Section 12.2.1.2.		
Section 9.23.4.5.6			
Expedited Orders –			
Combina- tions			
Issue 12-67 (f)	PROPOSAL #1:	SAME FOR BOTH PROPOSALS:	
Section 7.3.5.2 and	7.3.5.2 Expedite requests for Interconnection trunk orders are allowed.	7.3.5.2 Expedite requests for LIS trunk orders are allowed.	
subparts Expedited Orders –	7.3.5.2.1 CLEC will request an expedite for Interconnection trunks on an Access Service Request (ASR).	7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Trunk orders	7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in Section 12.2.1.2.2.	7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined	
2 options	PROPOSAL #2: 7.3.5.2 For expedites, see Section 12.2.1.2	in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.	
Issue 12-67 (g)	9.20.14 Expedite Charge \$100 1,5	9.20.14 Expedite Charge ICB 3,5	
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:	SAME FOR BOTH	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section 12.2.7.2.4.4 Jeopardy (1 of 2 Options)	12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).	PROPOSALS: 12.2.7.2.4.4 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.	
Issue 12-71	PROPOSAL #2:		
Section 12.2.7.2.4.4	12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest		
Jeopardy	jeopardy, and a jeopardy caused by 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		
	Definitions (PIDs) set forth in Exhibit B and Attachments 1 and 2		
	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	User Customer is not ready or	Qwest's wholesale web site.	
In or and	service order is not accepted by the		
Jeopardy Classification	CLEC (when Qwest has tested the		
Ciassification	service to meet all testing requirements.); and (2) End User		
	requirements.), and (2) End Oser		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section#-	Customer access was not provided. For these two types of jeopardies, Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists, Qwest attempts to deliver the service, and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but at least the day before Qwest attempts to deliver the service. 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.	LANGUAGE	
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 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.	
Issue 12-74 Intentionally Left Blank			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-75			
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Issue 12-75			
(a)			
Intentionally			
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Issue 12-76			
Intentionally			
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Issue 12-76			
(a)			
Intentionally			
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Issue 12-77			
Intentionally			
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Issue 12-78			
Intentionally			
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Issue 12-79			
Intentionally			
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Issue 12-80			
(a)			
Intentionally			
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Issue 12-80			
(b)			
Intentionally			
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Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 12-80			
(c)			
Intentionally			
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Issue 12-81			
Intentionally			
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Issue 12-82			
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Issue 12-83			
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Issue 12-84			
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Issue 12-85			
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Issue 12-86			
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CON-			
TROLLED PRO-			
DUCTION			
Issue 12-87	PROPOSAL #1:	SAME FOR BOTH	
		PROPOSALS:	
Section			
12.6.9.4	12.6.9.4 Controlled Production –	12.6.9.4 Controlled Production –	

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

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
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		
	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.		
Issue 21-87A			
1880C 21-8/A			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
Section			
22.4.1.2			
See Issue			
2-3 above			
UN-			
APPROVED			
RATES			
Issue 22-90	22.6.1 Qwest shall obtain		
	Commission approval before		
Section	charging for a UNE or process that		
22.6.1	it previously offered without		
	charge. If Qwest offers a new		
See subparts	Section 251 product or service or		
(a) - (g)	one that was previously offered		
below for	with a charge for which a price/rate		
related issues	has not been approved by the		
in	Commission in a TELRIC Cost		
22.6.1.1, &	Docket ("Unapproved rate"), Qwest		
Exhibit A	shall develop a TELRIC cost-based		
	rate and submit that rate and related		
Unapproved	cost support to the Commission for		
Rates	review within sixty (60) Days of		
	the later of (1) the Effective Date of		
	this Agreement, or (2) Qwest		
	offering the rate to CLEC, unless		
	the Parties agree in writing upon a		
	negotiated rate (in which case		
	Qwest shall file the negotiated rate		
	with the Commission within 60		
	Days). Except for negotiated rates,		
	Qwest will provide a copy of the		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
	related cost support to CLEC		
	(subject to an applicable protective		
	agreement, if the information is		
	confidential) upon request or as		
	otherwise ordered by the		
	Commission. If the Parties do not		
	agree upon a negotiated rate and the		
	Commission does not establish an		
	Interim Rate for a new product or		
	service or one that was previously		
	offered under Section 251 with an		
	Unapproved Rate, CLEC may		
	order, and Qwest shall provision,		
	such product or service using such		
	Qwest proposed rate until the		
	Commission orders a rate. In such		
	cases, the Qwest proposed rate		
	(including during the		
	aforementioned sixty (60) Day		
	period) shall be an Interim Rate		
	under this Agreement.		
	22 (11 E INE		
	22.6.1.1 For a UNE or process that		
	Qwest previously offered without		
	charge, the rates in Exhibit A do not		
	apply until Qwest obtains		
	Commission approval or the Parties		
	agree to a negotiated rate. If the		
	Parties do not agree on a negotiated rate, the Commission does not		
	establish an Interim rate, and Qwest		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section#2	LANGUAGE ³	LANGUAGE
Section# ²	does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1 for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision such products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.	LANGUAGE
Issue 22-	Reference REC NRC	Reference REC NRC
90(a) Exhibit A Sections	Cable Augment Quote Prep Fee 8.1.1.2 \$0.00	Cable Augment Quote Prep Fee 8.1.1.2 \$1,512.51
8.1.1.2; 8.3.2.7.5; 8.3.2.7.6;	-48 Volt DC Power Cable-100 Amp 8.3.2.7.5 \$26.43 \$14,153.23	-48 Volt DC Power Cable-100 Amp 8.3.2.7.5 \$36.06 \$19,457.53
8.3.2.7.7; 8.3.2.7.8; 8.8.1	200 Amp 8.3.2.7.6 \$52.86 \$28,306.46	200 Amp 8.3.2.7.6 \$68.30 \$36,851.10
Adjustments for prior Commission	300 Amp 8.3.2.7.7 \$79.29 \$42,459.69	300 Amp 8.3.2.7.7 \$111.77 \$60,306.77

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
decision	400 Amp	400 Amp
	8.3.2.7.8 \$105.72 \$56,612.92	8.3.2.7.8 \$159.69 \$86,162.16
	ICDF Collo – Quote Prep Fee	ICDF Collo – Quote Prep Fee
	8.8.1 \$0.00	8.8.1 \$1,512.51
Issue 22-	Reference REC NRC	Reference REC NRC
90(b)		
Exhibit A	Collo Space Option Admin Fee	Collo Space Option Admin Fee
Section	8.1.14 \$1,681.94	8.1.14 \$1,828.19
8.1.14;		
8.6.1.1;	Remote Collo-Space, per Standard	Remote Collo-Space, per Standard
8.6.1.2; 8.6.2.2.1;	Mounting Unit 8.6.1.1 \$0.71 \$793.74	Mounting Unit 8.6.1.1 \$0.99 \$862.76
8.6.2.2.2;	8.0.1.1 \$0.71 \$753.74	8.0.1.1 \$0.99 \$802.70
8.7.1.2;	FDI Terminations, per 25 Pair	FDI Terminations, per 25 Pair
8.7.2.4	8.6.1.2 \$0.41 \$511.09	8.6.1.2 \$0.58 \$555.53
Collocation	Adjacent Collo-Space (per Standard	Adjacent Collo-Space (per Standard
cost study	Mounting Unit	Mounting Unit
adjustments	8.6.2.2.1 \$0.71 \$793.74	8.6.2.2.1 \$0.99 \$862.76
	FDI Terminations, per 25 Pair	FDI Terminations, per 25 Pair
	8.6.2.2.2 \$0.41 \$511.09	8.6.2.2.2 \$0.58 \$555.53
	CLEC-CLEC Fiber Flat Charge, per	CLEC-CLEC Fiber Flat Charge, per
	Request	Request
	8.7.1.2 \$1,301.21	8.7.1.2 \$1,423.14
	Cable Racking, Fiber, per Request	Cable Racking, Fiber, per Request
	cacio itacining, i icoi, per itequest	Caute ranking, 1 1001, per recount

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Section#		
·	8.7.2.4 \$101.79	8.7.2.4 \$109.72
Issue 22- 90(c)	Reference REC NRC	Reference REC NRC
70(0)	DS3 Circuit, per Two Legs	DS3 Circuit, per Two Legs
Exhibit A	8.8.4 \$614.02	8.8.4 \$1,228.04
Sections	0.0.4 \$014.02	0.0.4 \$1,220.04
8.8.4 (NRC);	Special Site Assessment Fee	Special Site Assessment Fee
8.15.2.1;	8.15.2.1 \$529.00	8.15.2.1 \$1,058.00
8.15.2.2		
	Network Systems Assessment Fee	Network Systems Assessment Fee
ICDF	8.15.2.2 \$831.50	8.15.2.2 \$1,663.00
Collocation		
& Special		
Sites		
1 22	P.C. NPC	D.C. NDC
Issue 22-	Reference REC NRC	Reference REC NRC
90(d)	Quote Preparation Fee, per Office	Quote Preparation Fee, per Office
Exhibit A	8.13.1.1 \$441.00	8.13.1.1 \$812.65
Sections	0.13.1.1 \$441.00	0.13.1.1 \$012.03
8.13.1.1;	Power Reduction/Restoration, Less	Power Reduction/Restoration, Less
8.13.1.2.1;	than 60 Amps	than 60 Amps
8.13.1.2.2;	8.13.1.2.1 \$346.00	8.13.1.2.1 \$631.94
8.13.1.2.3;	ψ3+0.00	0.13.1.2.1
8.13.1.3;	Power Reduction/Restoration,	Power Reduction/Restoration,
8.13.1.4;	Equal to 60 Amps	Equal to 60 Amps
8.13.2.1	8.13.1.2.2 \$346.00	8.13.1.2.2 \$888.76

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
DC Power	Power Reduction/Restoration,	Power Reduction/Restoration,
Reduction	Greater Than 60 Amps	Greater Than 60 Amps
	8.13.1.2.3 \$587.00	8.13.1.2.3 \$1,116.51
	Power Off, per Feed Set, per	Power Off, per Feed Set, per
	Secondary Feed	Secondary Feed
	8.13.1.3 \$597.60	8.13.1.3 \$1,070.64
	Power Maintenance Charge, per	Power Maintenance Charge, per
	Fuse Set	Fuse Set
	8.13.1.4 \$37.00	8.13.1.4 \$51.58
	Power Restoration, QPF per Office	Power Restoration, QPF per Office
	8.13.2.1 \$441.00	8.13.2.1 \$812.65
	Power Restoration-Less than 60	Power Restoration-Less than 60
	Amps	Amps
	8.13.2.2.1.1 \$346.00	8.13.2.2.1.1 \$631.94
	Equal to 60 Amps	Equal to 60 Amps
	8.13.2.2.1.2 \$346.00	8.13.2.2.1.2 \$888.76
	Greater than 60 Amps	Greater than 60 Amps
	8.13.2.2.1.3 \$587.00	8.13.2.2.1.3 \$1,116.51
Issue 22-	Reference REC NRC	Reference REC NRC
90(e)	D: 4 I: (G : 1 A	
F 1 11 1. 4	Private Line/Special Access to	Private Line/Special Access to
Exhibit A	UDIT Conversion	UDIT Conversion
Sections	9.6.12 \$67.98	9.6.12 \$115.34
9.6.12; 9.7.6;	D 1 E.1 G 1.	
9.23.6.2.1.1;	Dark Fiber Splice	Dark Fiber Splice

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
9.23.6.2.1.2;	9.7.6 \$363.72	9.7.6 \$683.74	
9.23.6.3.1.1;			
9.23.6.3.1.2;	Loop Mux, DS0 2-Wire, Analog	Loop Mux, DS0 2-Wire, Analog	
9.23.6.4.1.1;	9.23.6.2.1.1 First \$129.39	9.23.6.2.1.1 First \$243.24	
9.23.6.4.1.2;	9.23.6.2.2.2 Each Addl \$84.44	9.23.6.2.2.2 Each Addl \$158.74	
9.23.6.8.1;			
9.23.6.8.2;	Loop Mux DS0 4-Wire, Analog	Loop Mux DS0 4-Wire, Analog	
9.23.7.7.1;	9.23.6.3.1.1 First \$129.39	9.23.6.3.1.1 First \$129.39	
9.23.7.7.2;	9.23.6.3.1.2 Each Addl \$84.44	9.23.6.3.1.2 Each Addl \$84.44	
10.7.10			
	Loop Mux DS1 Loop	Loop Mux DS1 Loop	
NRC Cost	9.23.6.4.1.1 First \$163.67	9.23.6.4.1.1 First \$163.67	
Study	9.23.6.4.1.2 Each Addl \$119.83	9.23.6.4.1.2 Each Addl \$119.83	
Adjustments			
	LMC Rearrangement – DS0	LMC Rearrangement – DS0	
	9.23.6.8.1 \$76.25	9.23.6.8.1 \$137.50	
		V. 160 D	
	LMC Rearrangement – High	LMC Rearrangement – High	
	Capacity	Capacity	
	9.23.6.8.2 \$86.54	9.23.6.8.2 \$156.07	
	EEL Rearrangement – DS0	EEL Rearrangement – DS0	
	9.23.7.7.1 \$76.25	9.23.7.7.1 \$137.50	
	9.23.7.7.1	9.23.7.7.1 \$137.30	
	EEL Rearrangement – High	EEL Rearrangement – High	
	Capacity	Capacity	
	9.23.7.7.2 \$86.54	9.23.7.7.2 \$156.07	
	755.6	\(\frac{1}{2} = \frac{1}{2} =	
	Poles, Ducts, ROWs-Transfer of	Poles, Ducts, ROWs-Transfer of	
	Responsibility	Responsibility	ļ
	10.7.10 \$70.07	10.7.10 \$131.73	ļ

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 24-91			
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Issue 24-92			
Intentionally			
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Section			
24.3.2 – <i>See</i>			
Issue 9-58(e)			
(Section			
9.23.4.4.3.1)			
above			
Section 24.4			
and subparts			
– See Issue 9-			
61 (Section			
9.23.9) <i>above</i>			
For Exhibit			
A, Section			
8.1.1.2– <i>See</i>			
Issue 22-			
90(a)			
above			
For Exhibit			
A, Section			
8.1.14 – <i>See</i>			
Issue 22-			
90(b)			
above			
For Exhibit			
A, Sections			

Issue#/1	ESCHELON PROPOSED	QWEST PROF	POSED
Section# ²	LANGUAGE ³	LANGUAG	GE .
8.3.2.7.5;			
8.3.2.7.6;			
8.3.2.7.7 and			
8.3.2.7.8 -			
See Issue 22-			
90(a)			
above			
For Exhibit			
A, Sections			
8.6.1.1; and			
8.6.1.2 <i>– See</i>			
Issue 22-			
90(b)			
above			
For Exhibit			
A, Section			
8.6.2.2.1 -			
See Issue 22-			
90(b)			
above			
For Exhibit			
A, Section			
8.7.1.2– <i>See</i>			
Issue 22-			
90(b)			
above			
For Exhibit			
A, Section			
8.7.2.4 – <i>See</i>			
Issue 22-			
90(b)			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
above			
For Exhibit			
A, Section			
8.8.1 – <i>See</i>			
Issue 22-			
90(a)			
above			
For Exhibit			
A, Sections			
8.8.2; 8.8.3			
and 8.8.4			
(REC) - See			
Issue 22-			
90(c)			
above			
For Exhibit			
A, Section			
8.8.4 (NRC)			
- See Issue			
22-90(d)			
above			
For Exhibit			
A, Sections			
8.13.1.1;			
8.13.1.2 &			
subparts;			
8.13.1.3;			
8.13.1.4;			
8.13.1.5 and			
8.13.2 and			
subparts –			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
See Issue 22-			
90(e)			
above			
For Exhibit			
A, Sections			
8.15.2.1 and			
8.15.2.2 -			
See Issue 22-			
90(d)			
above			
For Exhibit			
A, Section			
9.6.1.2 – <i>See</i>			
Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.7.6 – <i>See</i>			
Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.20.13.1;			
9.20.13.2 and			
9.20.13.3 -			
See Issue 4-			
5(c)			
above			
For Exhibit			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
A, Section			
9.20.14 – <i>see</i>			
– Issue 12-67			
(g)			
For Exhibit			
A, Section			
9.23.6.1.1			
and			
9.23.6.1.2 -			
See Issue			
9-61(c)			
above			
For Exhibit			
A, Section			
9.23.6.2.1.1			
and			
9.23.6.2.1.2 –			
See Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.23.6.3.1.1			
and			
9.23.6.3.1.2 –			
See Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.23.6.4.1.1			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
and			
9.23.6.4.1.2 -			
See Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.23.6.6.1			
and			
9.23.6.6.2			
and subparts			
- See Issue			
9-61(c)			
above			
For Exhibit			
A, Section			
9.23.6.8.1			
and			
9.23.6.8.2 -			
See Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
9.23.7.7.1			
and			
9.23.7.7.2 -			
See Issue 22-			
90(f)			
above			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
For Exhibit			
A, Section			
10.7.10 <i>See</i>			
Issue 22-			
90(f)			
above			
For Exhibit			
A, Section			
10.7.12.1 –			
See Issue 22-			
90(g)			
above			
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			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
(Section	LANGUAGE	LANGUAGE	
1.7.2 of ICA)			
above			
EXHIBIT I			
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			