

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL
COMMISSIONER
JIM IRVIN
COMMISSIONER
MARC SPITZER
COMMISSIONER

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AZ CORP COMMISSION
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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0258

QWEST'S NOTICE OF FILING

In order to provide the Arizona Corporation Commission with the most current issues lists and transcript citations as of the close of the Colorado 271 workshops on August 23, 2001, Qwest Corporation ("Qwest") submits this Notice of Filing the following listed documents:

1. Impasse Issues for General Terms and Conditions and Maintenance and Repair;
2. Consensus Issues for General Terms and Conditions;
3. Consensus Issues for Maintenance and Repair;
4. Consensus Issues for OSS; and
5. Open Issues for CICMP.

Arizona Corporation Commission

DOCKETED

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DOCKETED BY	
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Dated this 7th day of August 2001.

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ORIGINAL and 10 Copies filed this
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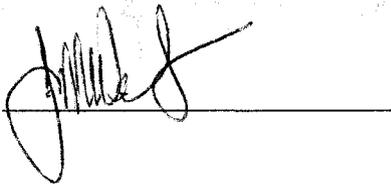
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QWEST'S APPLICATION TO OBTAIN SECTION 271 AUTHORITY
Arizona Docket Number T-00000A-97-0238
Impasse Issues for General Terms and Conditions and Maintenance and Repair
August 23

ISSUE NO.	SOURCE	SGAT Reference	ISSUE	STATUS FROM PREVIOUS WORKSHOPS
G-5, G-22	AT&T	1.7.2	Should the rates, terms and conditions for new products be substantially the same as the rates terms, and conditions for comparable products and services that are contained in the SGAT? Transcript: Washington July 9, 2001, pp. 03851:10-03868:2; Colorado August 21, 2001, pp. 16:13-27:15.	Impasse
G-8 G-59	AT&T, WCom Covad	5.16.9	Confidentiality of Forecasts: a. Should aggregated CLEC forecasts be treated as Confidential? b. What groups of Qwest's employees fall in the need to know category for individual CLEC forecasts? c. Can CLECs use Qwest forecast information when aggregated with other carriers' forecast information? Current SGAT Lite language: 5.16.9 CLEC forecasts provided to Qwest and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2. 5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel 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 nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment. 5.16.9.1.1 The Parties will use aggregated forecast information to fulfill regulatory filing requirements and as required to fulfill its obligations under this SGAT. In no case shall a Party disclose aggregated information if such disclosure would, by its nature, reveal individual party's forecast information. Also, in no case shall a Party provide access to this information to its retail marketing, sales or strategic planning personnel. 5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information. Transcript: Washington July 10, 2001, pp. 04028:2-04052:19 and 04111:22-04115:9; Arizona May 30, 2001, pp. 156:3-163:3; Multi-State June 4, 2001, pp.33:5-34:3; Colorado June 20, 2001, pp.191:24-248:7; Colorado June 21, 2001, pp.7:18-8:25; Multi-State June 29, 2001, pp. 48:4-76:17; Colorado August 21, 2001, pp. 27:19-49:20.	Impasse
G-10	AT&T, WCom	5.9.1	Scope of indemnification: a. Should indemnification for bodily injury and property damage be limited to failure to perform under the Agreement? b. In the case of claims alleged by an End-User Customer of Party A in connection with services which Party A provides to its End User Customer, should Party A indemnify Party B for these claims regardless of whether the underlying service was provided to Party A by Party B, except where the loss was due to the willful misconduct of Party B? c. Should Qwest indemnify CLECs' payment to their End User Customer for failure to meet Commission ordered retail	Impasse

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ISSUE NO.	SOURCE	SGAT Reference	ISSUE	STATUS FROM PREVIOUS WORKSHOPS
			<p>service rules?</p> <p>Current SGAT Lite language:</p> <p>5.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows: The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:</p> <p>5.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any other party or person or entity, for invasion of privacy, personal bodily injury to or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the indemnifying Party's performance; indemnifying Party's breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.</p> <p>5.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.</p> <p>5.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim in the case of claims or loss alleged or incurred by an end user of either Party arising out of or in connection with services provided to the end user by the Party, the Party whose end user alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party.</p> <p>5.9.1.3 Reserved for Future Use</p> <p>5.9.1.4 For purposes of this Section 5.9, Section 5.9.1.2, where the Parties have agreed to provision Line Sharing using a POTS splitter. Claims made by end users or customers of one Party against the other Party refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that</p>	

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			<p>provides DSL service end user means the DSL provider's end user for claims relating to DSL services; and the party that provides voice service provider's end user for claims relating to voice services. For purposes of this Section 5-9, "customer" refers to the immediate purchaser of the telecommunications services, whether or not that customer is the ultimate end user of that service.</p> <p>Transcript: Washington July 10, 2001, pp. 03986:16-04010:2; Multi-State June 4, 2001, pp. 80:20-133:15; Colorado June 20, 2001, pp. 70:1-105:4; Multi-State June 29, 2001, pp. 76:19-77:12; Colorado August 21, 2001, pp. 50:25-51:9.</p>	
G-11	AT&T, XO, WComm	17.1 17.12 17.12 Exhibit I	<p>BFR, SRP, ICB:</p> <p>a. Should Qwest provide notice of substantially similar BFRs? b. When should Qwest "productize" BFRs? c. Should Qwest expand the scope of the SRP beyond those UNE and UNE Combinations listed in Exhibit F, paragraphs 1.1 - 1.4? d. Has Qwest met its non-discrimination obligations for BFRs, SRPs, and ICBs?</p> <p>Current SGAT Lite language at issue for BFR:</p> <p>17.1 Any request for interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested interconnection, access to UNEs or ancillary services, if available, and the technical feasibility of new/different points of interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.</p> <p>17.12 In the event CLEC has submitted a Request for an Interconnection, an Unbundled Network Element or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection. Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections (a) through (f) of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.</p> <p>Transcript: Washington July 10, 2001, pp. 04080:17-04110:11; Arizona June 13, 2001, pp. 641:14-847:9; Multi-State June 26, 2001, pp. 98:15-153:1; Multi-State June 29, 2001, p. 77:3-9; Arizona June 1, 2001, pp. 526:13-578:7; Multi-State June 29, 2001, pp. 121:10-140:11; Colorado August 21, 2001, pp. 51:11-114:25; Colorado August 23, 2001, pp. 160:1-160:24.</p>	Impasse
G-22 G-52	AT&T	1.8	<p>Pick and Choose:</p> <p>a) Whether or not SGAT or contract provisions expire under the terms of the original contracts if they are selected through pick and choose for incorporation into a new or existing contract b) Is Qwest in compliance with the law in the way it identifies provisions to be legitimately related when a CLEC attempts to opt into provisions from another Agreement under Section 252(j)?</p> <p>Current SGAT Lite language:</p>	Impasse

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			<p>1.8 This SGAT represents Qwest's standard contract offer and, as such, CLECs with a current interconnection agreement may opt into any individual interconnection, service, or network element arrangement in this SGAT, in accordance with Section 252(f) requirements in the Telecommunications Act of 1996, and the Washington Utilities and Transportation Commission's Interpretive and Policy Statement issued in Washington Docket UT 990355, by executing an appropriate amendment to its current interconnection agreement.</p> <p>1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current interconnection agreement may opt into, through Section 252(f) of the Act, any provision of the SGAT by executing an appropriate amendment to its current interconnection agreement.</p> <p>1.8.1 When opting into a provision, Qwest may require CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is legitimately related.</p> <p>1.8.2 To opt into a provision of the SGAT through Section 252(f), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are legitimately related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are legitimately related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not legitimately related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions legitimately related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.</p> <p>1.8.3 If Qwest has identified additional provisions that Qwest believes are legitimately related and has specified provisions in the proposed amendment to which those provisions are not legitimately related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are legitimately related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:</p> <p>1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(f) of the Act or rules and regulations specifying procedures</p>	

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			<p>for submission of a dispute arising under an Interconnection agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.</p> <p>1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area or in another mutually agreed upon location.</p> <p>1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorney's fees and costs in prosecuting or defending the action.</p> <p>1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Colorado Commission.</p> <p>Transcript: Arizona June 1, 2001, pp. 605:16-633:20; Multi-State June 29, 2001, pp. 82:15-101:4; Colorado August 22, 2001, pp. 246:6-250:1; Washington July 9, 2001, pp. 03874:12-03891:19; Colorado August 21, 2001, pp. 139:22-158:6.</p>	
G-23	WCom	2.1	<p>Does the statement that the most current version of tariffs, rules, etc. apply conflict with Section 2.2 on Change in Law?</p> <p>Current SGAT Lite language:</p> <p>2.1 This Agreement (Agreement) includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to limit or modify the meaning or interpretation of this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Qwest or other third party offerings, guides or practices), statute, regulation, rule or Tariff applies to such agreement, instrument, statute, regulation, rule or Tariff as amended and supplemented from time to time, (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).</p> <p>Transcript: Washington July 9, 2001, pp. 03892:14-03903:2; Colorado August 21, 2001, pp. 171:3-194:6.</p>	Impasse
G-24	AT&T, XO	2.2	<p>What is the appropriate process for updating the Agreement when there is a change in law, specifically what are the Parties obligations while they are negotiating the amendment to reflect the change?</p>	Impasse

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			<p>Current SGAT Lite language:</p> <p>2.2 The provisions in this Agreement are based in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the Existing Rules). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by Qwest intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the "Existing Rules"). Nothing in this Agreement shall be deemed an CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in <i>AT&T Corp., et al. v. Iowa Utilities Board</i>, et al. on January 25, 1999. Many of the Existing Rules, including rules concerning which network elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding DOC's applications under Section 271 of the Act. Qwest is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 2.2 shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in this Agreement, and this Section 2.2 shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in this Agreement.</p> <p>admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed, or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation 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 up to sixty (60) days. If the Parties fail to agree on an amendment during the 60 day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling</p>	

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ISSUE NO.	SOURCE	SGAT Reference	ISSUE	STATUS FROM PREVIOUS WORKSHOPS
G-27	Wcom AT&T	4.0	<p>Transcript: Washington July 9, 2001, pp. 03903:3-03916:18; Colorado August 21, 2001, pp. 208:21-233:10.</p> <p>Definitions</p> <p>The parties have agreed to incorporate the ruling from the Interconnection Workshops for the definition of "Tandem Office Switches."</p> <p>Only one definition is truly at Impasse: "Legitimately Related." The current SGAT Lite language is:</p> <p>"Legitimately related" terms and conditions are those rates, terms, and conditions that relate solely to the individual interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other interconnection, services or elements in the approved Interconnection Agreement. These rates, terms and conditions are those that, when taken together, are the necessary rates, terms and conditions for establishing the business relationship between the Parties as to that particular interconnection, service or element. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.</p> <p>Transcript: Colorado August 22, 2001, pp. 46:12-117:3; Colorado August 23, 2001, pp. 169:20-172:7, 190:6-191:14.</p> <p>a. Should the standard term of the Agreement be for 2 years or 3 years?</p> <p>b. What is the appropriate procedure for renewing the Agreement?</p>	One Impasse Definition
G-30	WCom	5.2	<p>Current SGAT Lite language:</p> <p>5.2 Term of Agreement</p> <p>5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. The date on which CLEC submits a written request on the date set forth in Section 1.4 pursuant to Sections 251 and 252 of this Agreement, to obtain services pursuant to this Agreement shall hereafter be referred to as the "Effective Date" of this Agreement between CLEC and Qwest 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two (2) years and shall expire two (2) years from the Effective Date, and shall terminate on the expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the Agreement is approved by the Commission, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new Agreement is approved by the Commission.</p> <p>5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) days prior to the expiration of the terms of the agreement shall renew on a month to month basis. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.</p> <p>5.2.2.1 Prior to the conclusion of the two (2) year term specified in Section 5.2.1 above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing Agreement SGAT or agreement to</p>	Impasse

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			<p>become effective at the conclusion of the two (2) year term or prior to the conclusion of the term if CLEC so chooses.</p> <p>Transcript: Washington July 10, 2001, pp. 03973:10-03975:18 and 03976:21-03979:15; Colorado August 21, 2001, pp. 239:4-247:18; Colorado August 23, 2001, pp. 186:15-187:18, 253:4-258:18.</p>	
G-35	AT&T WCom	5.8.1	<p>Limitation of Liability (LOL):</p> <p>a. Except for cases of willful misconduct, should liability for losses related to performance under the Agreement be limited to the charges for the individual service for individual losses and liability for any other losses be limited to the total charges billed to CLEC during the contract year?</p> <p>b. If a CLEC is required to make a payment to a customer under service quality rules or other regulatory requirements and those amount exceed the LOL amount set forth in Qwest's 5.8.1, will that fall outside of the LOL.</p> <p>c. Should "willful misconduct" exclusion be expanded?</p> <p>d. Is 5.8.6 an appropriate section to include in LOL. If so, does the fraud section of the LOL section conflict with the Revenue Protection provision</p> <p>Current SGAT Lite language:</p> <p>5.8.1 Except for losses Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors, the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises.</p> <p>5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.</p> <p>5.8.3 Except for indemnity obligations, or as otherwise set forth in this Section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided result. If the Parties enter into a Performance Assurance Plan under this Agreement, whether in contract or in tort, shall be limited to the total amount that is nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan or any penalties associated with Docket No. _____.</p> <p>or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including without limitation direct damages for loss of or damaged to the CLEC's collocated equipment located within the Collocation space. 5.8.3 Intentionally Left Blank</p> <p>5.8.4 Nothing contained in this Section 5.8 shall limit either Party's liability to the other for willful or intentional misconduct.</p>	Impasse

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			<p>5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnifications specified in the Indemnity Section 5.9 of this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.</p> <p>5.8.6 CLEC is liable for all fraud associated with service to its end-users and accounts-customers. Qwest takes no responsibility, will not investigate, and will make no adjustments to CLEC's account in cases of fraud unless such fraud is the result of any intentional actor-gross-negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to CLEC's accounts-customers, Qwest will promptly inform CLEC and, at the direction and sole cost of CLEC, take reasonable action to mitigate the fraud where such action is possible.</p> <p>Transcript: Washington July 10, 2001, pp. 03986:16-04010:2 and 04063:8-04064:22; Colorado August 22, 2001, pp. 13:13-46:10.</p>	
G-38	AT&T	5.12.3	<p>Should AT&T's proposed restrictions on Qwest's sale of exchanges in the Assignment clause be adopted?</p> <p>Transcript: Washington July 10, 2001, pp. 04023:6-04028:1; Colorado August 22, 2001, pp. 118:9-165:9.</p>	Impasse
G-50	Wcom	11.34	<p>Should Revenue Protection be expanded to make Qwest the CLEC's insurer for fraudulent acts, many of which Qwest has little if any control over?</p> <p>Current SGAT Lite language:</p> <p>11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originated line types respectively, call blocking of domestic, international, 800, 888, 900, and NPA 976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include, but are not limited to, LIDB Fraud monitoring systems.</p> <p>Transcript: Colorado August 22, 2001, pp. 24:20-43:25, 198:25-200:17; Colorado August 23, 2001, pp. 143:19-159:13.</p>	Impasse
G-51	WCom AT&T WCom AT&T	18.1.1 18.2	<p>Audits: Whether the audit or examination should be limited to a review of the books, records and other documents used in the billing process?</p> <p>Current SGAT Lite language:</p> <p>18.1 For purposes of this section the following definitions shall apply:</p> <p>18.1.1 "Audit" shall mean the comprehensive review of:</p> <p>18.1.1 Data of the books, records, and other documents used in the billing process for services performed, including reciprocal compensation; including, without limitation, reciprocal compensation and facilities provided under this Agreement; and under this Agreement.</p> <p>18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to Unbundled Loops, ancillary and Finished Services-Intentionally Left Blank</p>	Impasse

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ISSUE NO.	SOURCE	SGAT Reference	ISSUE	STATUS FROM PREVIOUS WORKSHOPS
			<p>18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.</p> <p>18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:</p> <p>18.2.1 Either Party may request to perform an Audit or Examination.</p> <p>18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.</p> <p>18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.</p> <p>18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.</p> <p>18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.</p> <p>18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.</p> <p>18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.</p> <p>18.2.8 Audit or Examination Expenses</p> <p>18.2.8.1 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting party in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit</p>	

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			<p>or Examination.</p> <p>18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the billing to the auditing Party.</p> <p>18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2 which agreement shall not be unreasonably withheld or delayed.</p> <p>18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.</p> <p>18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days shall be executed to the Vice President level after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.</p> <p>18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.</p> <p>18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration of termination of the Agreement.</p> <p>18.3 All 18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.</p> <p>Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.</p>	

Transcript: Washington July 10, 2001, pp. 04119:10-04124:24; Colorado August 22, 2001, pp. 207:4-246:4.

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August 23

ISSUE NO.	SOURCE	SGAT Reference	ISSUE	STATUS FROM PREVIOUS WORKSHOPS
MR-6	AT&T WCom	12.3.8.1.5	<p>Should Qwest repair personnel be able to discuss Qwest products and services with CLEC subscribers who have mistakenly called the Qwest repair center?</p> <p>Since we have agreed to import the resolution of this issue in the Resale Workshop, Qwest will include the following language to reflect the recent Arizona decision:</p> <p>12.3.8.1.5 In responding to repair calls, CLEC's End user Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected call s received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.</p> <p>Transcript: Washington July 10, 2001, pp. 04065:11-04066:25</p>	Closed for Arizona

**QWEST'S ARIZONA APPLICATION TO PROVIDE IN-REGION
INTERLATA SERVICE
ARIZONA DOCKET NUMBER T-00000A-97-0238
Workshop No. 6
General Terms and Conditions and the BFR Process
Open Issues on CICMP
August 23, 2001**

Note: there was not a specific discussion of the Issues because they are going to be addressed through CICMP itself. The discussions of CICMP are found at Colorado August 22, 2001 pp. 287:9-331:7, August 23, 2001 pp. 14:1-113:19; 196:21-265:19

Issue ID #	SGAT #	Party/ Source	Description of Issue	Action/ Status	Due Date
CM-1		ATT	<p>Clarity and accessibility of Qwest CICMP documents. CLECs seek to identify all documents that purport to explain how the CICMP process works. Qwest cites Exhibit H and its contents, which includes all documentation necessary to utilize the CICMP process and how to participate in that process. Documents that describe how the CICMP process works are available on the public domain, at URL:</p> <p style="text-align: center;">www.qwest.com/wholesale/cicmp.</p> <p>The website contains sublinks to documents including:</p> <ul style="list-style-type: none"> ➤ CICMP Document (Exhibit G), a master document which refers to all other CICMP resources. ➤ Escalation Process (Exhibit H) ➤ Change Request Prioritization Process ➤ Release Notifications <p>Qwest intends to further clarify CICMP documents are to be during the course of CICMP proceedings</p>	Open	
CM-2		ATT	<p>Definition and adequacy of Qwest's escalation and dispute resolution process. CLECs state that dispute resolution is intertwined with Qwest's escalation process, which is enumerated in CICMP Exhibit H (Exhibit 6-Qwest-47). CLECs contend there is no opportunity to resolve CICMP-related disputes absent a framework that recognizes that disputes, per se, can exist. CLECs argue that if a CLEC disagrees with Qwest's decision on a Change Request, an escalation process must be followed involving the Qwest management hierarchy. CLECs claim they can only voice their displeasure and but have no assurance their issues will be acted upon. CLECs contend Qwest's proposed escalation process is unduly long (up to 17 business days, and possibly 30 days in some circumstance). CLECs want a dispute resolution process that would be binding on all parties involved with CICMP.</p> <ul style="list-style-type: none"> ➤ CLECs contend there should be an opportunity for CLECs to challenge Release Notifications, to the extent they are substantial and could adversely impact the CLECs. ➤ CLECs argue that there should be a mechanism to challenge a Systems Change Proposal if there were disagreement and, in particular, if Qwest were to continue on with the change. ➤ CLECs want to streamline the escalation process so that only one person within Qwest would be responsible, with authority to bind the company and make a decision within two business days. Disputes would thereafter be resolved by the Arizona 	Open	

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Issue ID #	SGAT #	Party/ Source	Description of Issue	Action/ Status	Due Date
			Commission. Qwest contends that CICMP matters subject to escalation and dispute resolution would, in fact, primarily involve CLEC-provided change requests. As such, Qwest release notifications and any other process changes would not be subject to escalation and or dispute resolution in practical terms. Qwest points out that its procedures already incorporate a provision which states that "disputes that cannot be resolved within Qwest's management structure are to be referred to an independent monitor."		
CM-3		ATT	Does Qwest have all five categories of changes in SBC documents?	Open	
CM-4		ATT	Are there performance measurements for change management?	Open	
CM-5		ATT	Is repair a process subject to change management?	Open	
CM-6		ATT	How frequently are CICMP meetings scheduled?	Open	
CM-7		ATT WCom	Are Qwest-generated CRs subject to CICMP?	Open	
CM-8		ATT	What is a proprietary CR?	Open	
CM-9		ATT	When are EDI draft worksheets available?	Open	
CM-10		ATT	Have CLECs had input into the development of the change management processes?	Open	
CM-11		ATT	Combined with CM-2.	Available For Future Use	
CM-12		WCom	WCom not allowed to vote on EDI CRs.	Open	
CM-13			Scope of CICMP process	Open	

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Issue ID #	SGAT #	Party/ Source	Description of Issue	Action/ Status	Due Date
CM-14			Whether Contents of Exhibit G should be included in SGAT	Open	
CM-15			Whether Contents of Exhibit H should be included in SGAT	Open	
CM-16			Distinguishing between issues that warrant consideration in CICMP form versus between individual Qwest/CLEC	Open	
CM-17			Processes for notification of CLECs and adequacy of process.	Open	
CM-18			Documents described and as yet unidentified or unknown, which include the change request prioritization process and other links.	Open	
CM-19			Will provisioning intervals be addressed in CICMP?	Open	

**QWEST'S COLORADO APPLICATION TO PROVIDE IN-REGION
INTERLATA SERVICE
COLORADO PUC DOCKET NUMBER 971-198T
Workshop No. 6
Section 12, General Terms and Conditions, CICMP, BFR
CONSENSUS ON ISSUES
August 21-24, 2001**

Issue ID #	SGAT #	Source	Description of Issue/Consensus on Issue as of August 14, 2001	Action/Status	Due Date
MR-1	12.3.1.1 12.3.1.2	AT&T	<p>a) CLECs want assurance that Qwest will provide maintenance and repair services in substantially the same time, manner, type and quality as Qwest provides for itself, its end-users, affiliates, and any other party. Qwest has modified SGAT 12.3.1.1 and 12.3.1.2 to incorporate appropriate parity standards (6-Qwest-4 and 6-Qwest-5). Distinction made for parity standards involving "design-type services" (e.g., special circuits) and "non-design-type services" (e.g., POTs).</p> <p>➤ UNE loops are generally provisioned utilizing designed service flow. CLECs can obtain UNE maintenance and repair status reports through an "electronic bonding" EBTA interface or through a GUI interface called the Customer Electronic Maintenance and Repair (CEMR) system. As such, CLECs can have real-time status of UNE trouble reports; and individual trouble tickets and trouble history.</p> <p>➤ Trouble reporting process for the handling a trouble ticket downstream is more "manual" than for non-design process flow. A manual process, in this context, requires a Qwest technician to perform non-designed service-related testing on behalf of the CLEC. A Qwest technician is generally dispatched to perform tests in response to a trouble report. When testing is completed and trouble status resolved, the updated trouble report is provided to a Workforce Administration System with direct access to the Electronic Bonding interface. By this means CLECs can verify status of the trouble reports 24 hours a day, 7 days a week, with the exception scheduled maintenance (posted to the CLEC in the Qwest web site) and system outages. CLECs can choose to perform electronic interconnection or have an electronic data interface through either EDI or IMA-GUI.</p> <p>b) Testing capabilities to diagnose and isolate trouble. Deferred to Issue MR-7.</p> <p>Qwest has addressed AT&T's concerns by modifying Sections 12.3.1.1 and 12.3.1.2 as follows:</p> <p>12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. <u>Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.</u></p> <p>12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to its end-users <u>its End User Customers, its Affiliates, or any other party.</u></p>	Closed	

**QWEST'S COLORADO APPLICATION TO PROVIDE IN-REGION
INTERLATA SERVICE
COLORADO PUC DOCKET NUMBER 97I-198T
Workshop No. 6
Section 12, General Terms and Conditions, CICMP, BFR
CONSENSUS ON ISSUES
August 21-24, 2001**

Issue ID #	SGAT #	Source	Description of Issue/Consensus on Issue as of August 14, 2001	Action/Status	Due Date
MR-2	12.3.1.3	ATT	<p>Transcript: <u>Arizona, June 14, 2001, pp. 40:12-59:24.</u></p> <p>Assurance that Qwest will provide maintenance and repair services with substantially the same response times and scheduling priorities as Qwest provides for itself, its end-users, affiliates, and any other party.</p> <p>General parity language agreed to, per SGAT 12.3.1.3. Agreement reached on the following subtending issues.</p> <ul style="list-style-type: none"> ➤ <i>Priority Ordering</i> - AT&T contends that repair services should be performed on a first-come, first-serve basis; and requested an objective response time for reporting missed scheduled repair appointments, citing a one-hour interval as being appropriate in that regard. Qwest takes exception on the basis that trouble reports come in different degrees of severity. As such, this mandates that certain types of trouble reports be addressed on a higher priority than other reports. Outages, for example, must have shorted intervals because of the imperatives of restoring service to impacted customers. Also, major outages can sometimes impinge resources designated for routine maintenance and repair commitments. ➤ <i>Trouble Report Prioritization</i> - Qwest concurs that trouble calls from CLEC are to receive response time priority that is substantially the same as that provided to Qwest end-user customers. Qwest commits to processing trouble reports in substantially the same manner as it performs repair services for itself. Once a trouble ticket gets into the Qwests' internal systems processing stream (e.g., the Workforce Administrator) there is no distinction between Qwests' "end-user customers" and its "wholesale customers." ➤ <i>Status and Notification of Change</i> - CLECs seek guidelines for trouble status and information to enable them to "set expectations." Qwest has provided "Job Aids" (Exhibit 6-Qwest-22), which reflect process for closing out trouble reports, with particular reference to SGAT 6.1, "Customer Status Points/Pro-Active Status," and SGAT 6.1.1, "Initial Grab of the new PP or ATO ticket." Virtually no distinction or differentiation is made between wholesale or retail customers. ➤ <i>Design Flow</i> - CLECs seek description of processing of a trouble ticket from the point it enters the system to the point where it is closed it out. Qwest observes that guidelines for designed circuits are less structured than for non-designed circuits. Qwest deems processes confidential as they cover the entire spectrum of retail as well as wholesale customers. ➤ <i>Customer Identity</i> - The Qwest technician expediting a trouble ticket process presumably does not know whether the trouble involves a CLEC or end-user customer. However, if the technician is familiar with the ACNUT trouble 	Closed	

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COLORADO PUC DOCKET NUMBER 97L-198T
Workshop No. 6
Section 12, General Terms and Conditions, CICMP, BFR
CONSENSUS ON ISSUES
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			<p>ticket code (providing an access carrier identification) the technician can examine the ticket and discern that a CLEC trouble ticket is involved. Regardless, Qwest contends the handling of the trouble ticket is virtually the same for whether for a CLEC subscriber or Qwest end-user. Qwest argues that the responsible technician is motivated to clear the ticket, and is not concerned as to whose ticket is involved.</p> <p>➤ <i>Missed Appointment</i> - In the event Qwest misses a scheduled repair appointment on behalf of CLEC, Qwest is to notify CLEC of the missed appointment in substantially the same manner as Qwest does for itself, its end-user customers, its affiliates, and any other party. (SGAT 12.3.1.3). Qwest will notify the CLEC that a trouble report interval has been or is likely to be missed in substantially the same time and manner as Qwest provides this information to itself, its end-user customers, its affiliates, and any other party. (Exhibit 6-Qwest-5, SGAT 12.3.16.1) [Note: Qwest defines the <i>repair interval</i> as a time period provided to either an end-user or a CLEC as to when Qwest is committing to complete the repair. An <i>appointment</i> is a specific time period or interval that's set to actually meet the end-user at the customer premises.]</p> <p>Qwest has addressed the CLECs' concerns by modifying Sections 12.3.1.3 and 12.3.16.1 to read as follows:</p> <p>12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to its own end users itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.</p> <p>12.3.16.1 Notification to CLEC will be given on the same basis Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report interval commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.</p> <p>Transcript: Arizona, June 14, 2001, pp. 60:1-74:3.</p>		
MR-3	12.3.2.1 12.3.2.2 12.3.2.3 12.3.2.4 12.3.2.5	WCom	<p>CLEC concerns as to scope of branding, to encompass:</p> <p>(a) Brand of all services (b) Brand of all documents (c) Limitations on Qwest materials provided to end-user (d) Training material provided to CLECs</p>	Closed	

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MR-4	5.1.3 12.3.3.1 12.3.3.2	ATT	<p>(e) Limitations on CLEC rights to use of service manuals and technical manuals while performing repairs. Branding language incorporated to the effect that SGAT 12.3.2.3 shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its affiliates, except as expressly permitted by CLEC. (Exhibits 6-Qwest-5 and 6-Wcom-10)</p> <p>Qwest has addressed the CLECs' concerns by modifying Section 12.3.2.1-12.3.2.3 as follows:</p> <p>12.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (white-out on premises dispatches on behalf of CLEC, for example), Qwest will use unbranded forms.</p> <p>12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs. Qwest shall use unbranded maintenance and repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded maintenance and repair forms. Qwest may not unreasonably interfere with branding by CLEC.</p> <p>12.3.2.2 <u>Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.</u></p> <p>12.3.2.3 <u>This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.</u></p> <p>Transcript: Arizona, June 14, 2001, pp. 74:14-82:4, 232:25-236:8.</p> <p>Explanation as to how SGAT 12.3.3.1, service interruptions subsection, works in conjunction with SGAT 5.1.3. Qwest states that SGAT 5.1.3 is general statement related to impairment of service; whereas SGAT 12.3.3.1 defines impairment of service in terms of maintenance and repair. SGAT 12.3.3.1 provides clarity around as to what constitutes impairment, and addresses specifics as to four conditions associated with defined term, "impairment of service."</p> <p>Qwest has addressed the CLECs' concerns by modifying Section 12.3.3.2 as follows:</p> <p>12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party/Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party/Impairing Party) of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or</p>	Closed	

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MR-5	12.3.3.2	ATT	<p>equipment-</p> <p>Qwest has also agreed to a new Section 5.1.3 which is addressed in the GT&C Consensus Issues List.</p> <p>Transcript: Arizona, June 14, 2001, pp. 82:5-92:2.</p> <p>Appears language prevents CLEC from using its own impaired circuit (Related to MR-4) Language stricken in SGAT 12.3.3.2 (Exhibit, 6-Qwest-5) as to discontinuance of service, facilities, or equipment.</p>	Closed	
MR-6	12.3.4 12.3.4.1 12.3.4.2 7.9.5.5.18. 2.1.4 9.1.4 9.2.5	ATT WCom	<p>See above.</p> <p>(a) CLECs want to charge Qwest for trouble isolation in certain circumstances Agreement reached that CLEC will perform trouble isolation on services it provides to its end-user customers (to the extent the CLEC has the capability to perform such trouble isolation) prior to reporting trouble to Qwest.</p> <p>Under various circumstances:</p> <ul style="list-style-type: none"> ➤ CLEC may request Qwest to do joint trouble isolation ➤ CLEC may not have ability to do trouble isolation and rely solely on Qwest. <p>In such cases CLEC shall have access for testing purposes at the demarcation point, NID, or point of interconnection. The "demarcation point for UNE's and ancillary services" is defined as that physical point where Qwest shall terminate its UNE and ancillary service for access by CLEC (SGAT 4.0 and Exhibit 6-Qwest 23).</p> <p>If no trouble were found in Qwest's side of the demarcation point after testing the UNE, Qwest could determine that the problem was at the NID, in which case Qwest would charge whatever CLEC is resident in NID for problem resolution. At issue is the appropriateness of Qwest's charging a CLEC for the problem at the NID when a) the CLEC may not have caused the problem, or b) there could be multiple CLECs at the NID. CLECs are concerned that a costly dispute resolution process would be evoked. Recognized to be generic issue addressed in other forums. Closed here.</p> <p>(b) Should cost of trouble isolation be "Cost Docket" issue?</p> <p>Agreed that when trouble is found on Qwest's side of the demarcation point, maintenance of service charges shall not apply. SGAT 12.3.4.1(Exhibit 6-Qwest 18), SGAT 12.3.4.3 (Exhibit 6-Qwest-19). Charges for various service situations cited in SGAT 9.2.5 (Exhibit 5-Qwest-76). Subtending issues include:</p> <p>Trouble Isolation Responsibility - CLEC chooses not to do their own trouble isolation. If it is determined to be CLECs trouble, then the CLEC pays for it. If it is determined to be a Qwest trouble, CLEC doesn't pay, and Qwest is responsible for repair.</p>	Closed	

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			<p><u>Cost Applications</u> – At issue is assurance that rates are appropriately charged. Rates component deferred to the cost docket, but further clarification in the SGAT is sought regarding the various categories of charges, such as “premium” and “overtime.” Also, the Cost Docket identifies the amount of the rates, it does not identify the application of the rates. SGAT 12.4.3.4.3 to include: “When trouble is found on Qwest facilities, maintenance of service charges shall not apply.” Charges for various service situations are cited SGAT 9.2.5 (Exhibit 5-Qwest-76) and added to SGAT 4. Cost responsibilities are cited in 12.4.3.1 (Exhibit 6-Qwest-18)</p> <p><u>CLEC Facilities Leased From Qwest</u> – CLECs contend that Qwest as the lessor of facilities has responsibility for maintenance of those facilities. If a CLEC leases a facility from Qwest that is considered a “Qwest facility” for purposes of trouble isolation. This may include a network element on the “CLEC side” of the demarcation point that is leased from Qwest. SGAT 12.3.4.3 modified to incorporate “including Qwest facilities leased by CLEC.”</p> <p>Qwest has addressed the CLECs' concerns by modifying Sections 12.3.4.1-12.3.4.3 as follows:</p> <p>12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.</p> <p>12.3.4.1—Pursuant to the applicable exchange and network service catalog, Qwest will bill appropriate 12.3.4.2. When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charges, set forth in Exhibit A, for dispatched work done by Qwest where charge will apply if the trouble is found to be on the end-user's side of the NID or trouble is found to be in CLEC's portion of the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes network.</p> <p>12.3.4.2—Maintenance of Service, Qwest to repair trouble on the CLECs behalf. Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A, may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components. A in addition to the Maintenance of Service charge.</p> <p>12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation</p>		

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			<p>of the initial or repeat trouble report for the same line or circuit within thirty (30) days. Maintenance of Service charges shall not apply.</p> <p>Transcript: <u>Arizona, June 14, 2001, pp. 92:5-98:16.</u></p>		
MR-7	12.3.6.1	ATT WCom	<p>CLECs contend that role of Qwest to isolate troubles in "in a mix and match" service arrangement (i.e., with Qwest providing some or all of CLEC facilities). Subtending issues include: <u>Leveraging Testing Capabilities</u> - CLECs argue that SGAT does not obligate Qwest to perform trouble isolation testing under some circumstances. Parties agree that each entity should "maximize its capabilities in resolving troubles in a joint testing environment." For instance, test capabilities that resides in a CLEC switch can be augmented by Qwest tests of loop-plant not available to the CLEC. <u>Parity</u> - To the extent that troubles are associated with Qwest portion of the network, and Qwest has test capability that is not available to the CLEC, then Qwest will utilize those capabilities in substantially the same time and manner as it does for its own retail customers. SGAT 12.3.6.1 (Exhibit 6-Qwest-5). <u>Comparable Testing Arrangements</u> - CLECs are presumed to have the capability to perform line testing with MLT, just as Qwest does. Qwest is required to provide to CLECs the same information that it provides to its operation staff in resolving troubles for its retail customers.</p>	Closed	
MR-8	12.3.6.3	WCom	<p>Issue as to Qwest furnishing maintenance and repair test results to CLECs related to manually reported troubles. SGAT 12.3.6.3 specifies the means by which maintenance and repair test results are to be provided to CLECs:</p> <ul style="list-style-type: none"> ➤ On manually reported trouble for non-designed services, Qwest is to provide readily available test results to CLEC - or test results to the CLEC in accordance with any applicable commission rule for providing test results to end-user customers or CLECs. ➤ If test results are not readily available for manually reported troubles associated with non-design services, Qwest will provide test results to CLECs upon request. Qwest will give the CLECs the same information given to end-users under the presumption that the end-user has requested the test information, as required by Colorado rules, per 4 CCR 723-2-18.8. ➤ Trouble tickets are updated in LMOS, and test results are to be provided either through CEMR or EBTA. <p>Qwest has addressed the CLECs concerns by modifying Sections 12.3.6.1-12.3.6.5 as follows:</p>	Closed	
			<p>12.3.6.1 Qwest shall have no obligation to test an end-user's line or circuit, but may, in appropriate circumstances. Where CLEC does not</p>		

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			<p>have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer. Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customer, its Affiliates, or any other party.</p> <p>12.3.6.2 Prior to any test being conducted Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User, Qwest must receive a trouble report from CLEC.</p> <p>12.3.6.3 Qwest end-users are not given test results. On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services trouble, Qwest will not provide to CLEC the test results for its trouble reports provided in this Agreement. Qwest will provide CLEC test results upon request. For electronically reported trouble, CLEC may be provided various basic test results. Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.</p> <p>12.3.6.4 Qwest's test systems do not support testing of Unbundled Network Elements. CLEC shall isolate the trouble condition UNE end-users to Qwest's portion of the end-user's service line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit, or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner Qwest does for itself, its End User Customers, its Affiliates, or any other party.</p> <p>12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including central office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.</p>		
MR-9	12.3.6.4 Exhibit A	WCom	<p>Transcript: Arizona, June 14, 2001, pp. 98:18-127:1, 236:8-241:19.</p> <p>Concern that Qwest cannot always validate that UNE that have been provisioned are, in fact, trouble free.</p> <p>SGAT 12.3.6.4 (Exhibit 6-Qwest-20) eliminates reference to UNEs, and stipulates that on manually reported trouble for non-design services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to end user customers or CLECs. On manually reported troubles for designed services, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its end user customers, its affiliates, or any other party (Exhibit 6-Qwest 24).</p> <ul style="list-style-type: none"> ➤ Basic Maintenance of Service charges are to apply when a Qwest technician performs work during standard business hours. ➤ Overtime Maintenance of Service charges are to apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. 	Closed	

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MR-10	12.3.8.1.5	ATT WCom	<p>➤ Premium Maintenance of Service charges are to apply when the Qwest technician performs work on either a Sunday or holiday.</p> <p>See above and the definition of "Maintenance of Service charges."</p> <p>"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest-recognized holiday.</p> <p>Transcript: Colorado August 22,2001 pp.81:21-86:25</p> <p>How Qwest handles misdirected calls (i.e., when customer calls Qwest rather than CLEC) with respect to discussions of Qwest's products and services with end users.</p> <p>Qwest's position is that nothing in the SGAT agreement should prohibit Qwest (or CLEC) from discussing its products and services with CLEC's (or Qwest's) end-users who inadvertently call the other party. Qwest contends the SGAT language is consistent with its contractual obligations within the framework of many of its interconnection agreements, and the SGAT terms are in compliance with its first amendment rights.</p> <p>CLEC argue that the agreement should be amended by the addition of the language delineating that: a) The carrier receiving the misdirected call will inform the caller that the call is misdirected; b) The carrier will then inform the customer of the correct number before engaging in any other form of communication. CLECs contend that such customer interaction does not prevent sales activity; it only requires Qwest or the CLEC, when receiving a misdirected call, to notify the customer that the call is misdirected and to provide the correct number to call. CLECs agree that at that point in the discussion Qwest could engage the end user in a sales dialog. (Exhibits 6-Qwest-4, 6-ATT-13). CLECs also want further assurance that Qwest will not discuss its products and services with its resale customers during the course of repair calls or visits."</p> <p>AT&T contends that the proposed arrangement to prohibit Qwest from soliciting to misdirected CLEC customer calls does not undermine Qwest's First Amendment rights. But, to the contrary, Qwest's proposal is in violation Colorado law on "interference with business relations and potential business relations." AT&T argues that Qwest should not be able to parlay a maintenance and repair problem (that it presumably caused) into a solicitation opportunity, thus</p>	Impasse	To be resolved the same as in the Resale Impasse ruling. Same issue.

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MR-11	12.3.9.1 12.3.24	ATT	<p>interfering with the service contract between the CLEC and its customer.</p> <p>See the <u>GT&C Open/Impasse Issues List</u>.</p> <p>Network outage thresholds and disclosure of more substantive disaster recovery plans Qwest contends that its detailed network disaster recovery plans are proprietary, and were developed between Qwest and other governmental agencies. As such they contain sensitive information, such as individual names and phone numbers, etc. Qwest will negotiate with CLECs (as it does with other carriers) to enter into a disaster recovery plan between the parties.</p> <p>Per AT&T's request, Qwest has delineated a high-level process in SGAT 12.3.9 (Exhibit 6-Qwest-17) whereby outage notification is via broadcast e-mail to retail and wholesale customers alike. Three sets of e-mails are entailed: 1) circumstances of the initial outage, 2) outage status updates, status changes, and estimated up-time, and 3) notification of outage resolution, and when the problem was fixed or the situation restored. External customers are apprised of only of "Major" (service-affecting) outages, per FCC 47-CFR-63.100. "Minor" outages (transparent to customers) are intended to notify Qwest's staff. Qwest states that e-mail notification of major outage events for CLECs involves an identical process, both in manner and frequency, as for Qwest retail customers. CLECs would interface with Qwest's Account Maintenance Support Center for complex services, and Qwest's Repair Call Handling Center for simple resale services (such as for small business and residential POTs). Qwest also provides the Customer Repair Service Answering Bureau for large business customers.</p> <p>Qwest agrees, per Colorado Commission Staff's request, to classify all 911 outages as Major outages.</p> <p>Qwest addressed the CLECs' concerns by modifying Sections 12.3.9.1 as follows:</p> <p>12.3.9.1 Qwest will notify CLEC of major network outages as soon as is practicable in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information such as customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.</p> <p>Transcript: Arizona, June 14, 2001, pp. 131:1-146:2.</p>	Closed	

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MR-12	12.3.10.1 12.3.10.2 12.3.10.3	WCom ATT	<p>(a)CLECs want "same", not "substantially the same" maintenance schedule. (b) CLECs want same "type and quality" maintenance. CLECs contend Qwest is requirement to ensure parity using retail customers as benchmark with obligation to let CLEC know with definitive schedules. SGAT 12.3.10.3 has been reinserted, which in conjunction with SGAT 12.3.10.1 meets parity criteria. (Exhibits 6-Qwest-4 and 6-Qwest 5)</p> <p>Qwest addressed the CLECs' concerns by modifying Sections 12.3.10.1-12.3.10.2 as follows:</p> <p>12.3.10.1 Qwest will perform <u>scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.</u></p> <p>12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards. Qwest shall provide notice of potentially CLEC customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.</p>	Closed	
MR-13	12.3.10.2 12.3.10.3	ATT WCom	<p>Transcript: Arizona, June 14, 2001, pp. 146:16-156:14. Seek 10-day notice of protective maintenance.</p> <p>SGAT 12.3.10.2, to state: For potentially customer-impacting maintenance activity, Qwest shall provide notice of potentially customer-impacting maintenance activity and negotiate mutually acceptable dates with CLEC customers in substantially the same time and manner as it provides itself, its end-user customers, its affiliates, and any other party</p> <p>see above.</p>	Closed	
MR-14	12.3.11	WCom	<p>Where 7-day x 24-hour coverage is not available for "situation" CLECs want word "identified" added. SGAT 12.3.11 modified accordingly: Where such 7x24 coverage is not available, Qwest repair operation center (always available on a 7x24 basis) can call out technicians or other personnel to the identified situation.</p> <p>Qwest has addressed the CLECs' concern by modifying Section 12.3.11 as follows:</p> <p>12.3.11 Hours of Coverage</p>	Closed	

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MR-15	12.3.12 12.3.12.1 12.3.12.2	ATT	<p>12.3.12.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.</p> <p>Transcript: Arizona, June 14, 2001, pp. 156:15-157:13.</p> <p>Clarification of Qwest's escalation process including process flow, how escalations are supposed to work and how escalation situations are handled by Qwest.</p> <p>SGAT 12.3.12.2 (Exhibit 6-Qwest-33) provides increased specificity in the escalation process, both with regards to what Qwest uses for itself and what it would use for the CLECs. Qwest will incorporate procedures on the appropriate "Escalation Website" (Exhibit 6-AT&T-13) for the CLECs to utilize. Agreement that a) A CLEC may escalate at its sole discretion. b) There is no distinction in CLEC escalation process between design and non-design service (Exhibit 6-Qwest 39). c) All escalation calls are to flow through Qwest's Repair Center.</p> <p>Qwest has addressed the CLECs' concerns by modifying Sections 12.3.12.1-12.3.12.3 as follows:</p>	Closed	
MR-16	12.3.12.1	WCom	<p>12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the process substantially the same type and quality as Qwest employs for its own end-users: itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.</p> <p>12.3.12.2 Qwest repair escalations begin with calls to the up-front may be initiated by either calling the trouble reporting center-center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.</p> <p>12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than 3 troubles in a rolling 30 day period, pursuant to Section 12.2.2.1.</p> <p>Transcript: Arizona, June 14, 2001, pp. 157:16-164:10.</p> <p>Add words "substantially the same" in SGAT 12.3.12.</p> <p>SGAT 12.3.12.1 modified to state: "... will be substantially the same type and equality as to what Qwest employs."</p> <p>See above.</p>	Closed	

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MR-17	12.3.13 12.3.13.3 12.3.13.2	WCom ATT Covad	<p>a) Proposed language changes as to parity. For dispatch to the CLEC customer premises, Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable reconfiguration and multi tenant terminal maintenance/replacement which requires access to the cable at the customer premises per SGAT 12.3.13.3 (Exhibits 6-Qwest-34 and 6-Qwest-41)</p> <p>b) Limitation of Qwest charge to only unnecessary dispatches associated with Qwest's responsibilities with access involving CLEC customer premises in performing maintenance and repair duties. Distinction made between CLEC requesting a dispatch and requiring a dispatch (e.g., to meet a CLEC technician). (Exhibit 6-Qwest-4).</p> <p>Qwest has addressed the CLECs' concerns by modifying Sections 12.3.13.1-12.3.13.3 as follows:</p> <p>12.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule in substantially the same time and manner as it provides for its own end users itself, its End User Customers, its Affiliates, or any other party.</p> <p>12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.</p> <p>12.3.13.3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.</p> <p>12.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest lines and designed service circuits. Qwest is responsible for all maintenance and repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC customer premises without prior CLEC authorization. For dispatch to the CLEC customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.</p> <p>Transcript: Arizona, June 14, 2001, pp. 164:11-175:23.</p>	Closed	
MR-18	12.3.13.3	ATT	Will Qwest use CICMP to notify CLECs of operational process changes? Reference to operation process changes deleted.	Closed	

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MR-19	12.3.13.4	ATT	Deferred to CICMP. Remove Section as duplicative. Section deleted.	Closed	
MR-20	12.3.15.1	WCom	Assurance that similar troubles would receive similar commitment intervals. Qwest commitment interval the same for wholesale and retail customers. Qwest addressed the CLECs' concerns by modifying Section 12.3.15.1 as follows: 12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users End User Customers or on behalf of CLEC end users End User Customers, will receive the same commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Transcript: Arizona, June 14, 2001, pp. 176:4-176:21.	Closed.	
MR-21	12.3.16.1	ATT	Mechanisms available to CLECs to submit trouble tickets as to the form that jeopardy notices will take for both electronically submitted troubles and manually submitted troubles. Per SGAT 12.3.16.1 (Exhibits 6-Qwest-35 and 6-Qwest-40) <ul style="list-style-type: none"> ➤ Qwest to notify the CLEC that a trouble report commitment, whether an appointment or interval, has been or is likely to be missed in substantially the same time and manner. ➤ At CLEC's option, depending on how the CLEC is interfacing with Qwest, notification may be sent by an e-mail or fax through the electronic interface. ➤ CLEC may telephone Qwest repair center or use electronic interface to obtain jeopardy status. ➤ Qwest is to notify CLEC in substantially the same time and manner as Qwest provides for itself, its end-user customers, its affiliates, and any other party, CLEC when a trouble report commitment (appointment or interval) has been or is likely to be missed. Qwest addressed the CLECs' concerns by modifying Section 12.3.16.1 as follows: 12.3.16.1 Notification to CLEC will be given on the same basis Qwest will notify CLEC, in substantially the same time and manner as	Closed	8/14/01

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MR-22	12.3.16.1	Wcom	<p>Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report interval commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.</p> <p>Transcript: Arizona, June 14, 2001, pp. 176:22-179:23.</p> <p>Parity for notification of troubles.</p> <p>Notification to be in substantially the same time and manner as Qwest provides to itself.</p>	Closed	
MR-23	12.3.17.1	ATT	<p>See above.</p> <p>Implications of a CLEC not being able to definitively isolate a trouble to Qwest's network. Process requires that CLEC isolates trouble to the extent possible, and only refers trouble reports to Qwest that involve Qwest facilities. For service and facilities where the capability to test all or portions of the Qwest network service or facility rests with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.</p>	Closed	
MR-24	12.3.17.1	ATT Wcom	<p>Consistent trouble patterning language.</p> <p>Agreement that CLECs need to screen and test trouble and determine Qwest network involvement before trouble report is passed to Qwest.</p> <p>Qwest addressed the CLECs' concerns by modifying Section 12.3.17.1 as follows:</p> <p>12.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities-facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.</p>	Closed	
MR-25	12.3.18.2	ATT	<p>Transcript: Arizona, June 14, 2001, pp. 181:15-184:18.</p> <p>CLECs want time-bound repair completions on manually reported trouble reports.</p> <p>CLEC proposed one-hour notification of trouble report completions. Qwest observes that capability currently exists for "design service." For "non-design service," this could be problematic, as Qwest technicians may or may not be able to report the closure of a ticket within an hour interval. SGAT 12.3.18.2, adds the parity language in substantially the same time and manner as Qwest provides to itself, its end-user customers, its affiliates, and any other parties" and deletes "as</p>	Closed	

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MR-26	12.3.18.2	WCom	<p>soon as practical after the completion." Notification of trouble report status change is to be provided via the electronic interface.</p> <p>Qwest addressed the CLECs' concerns by modifying Section 12.3.18.2 as follows:</p> <p>12.3.18.2 On manually-reported manually-reported trouble, Qwest will inform CLEC of repair completion as soon as is practical after its completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway <u>as the status changes.</u></p> <p>Transcript: Arizona, June 14, 2001, pp. 193:4-194:11.</p> <p>CLECs want time-bound repair completions on manually reported trouble reports.</p> <p>Agreement reached in MR-25 appropriate for MR-26</p> <p>See above.</p>	Closed	
MR-27	12.3.19	WCom	<p>Change subsection title to "End User Responsibilities"</p> <p>Requested change incorporated</p> <p>Section 12.3.19 now reads as follows:</p> <p>12.3.19 End User Interface Responsibilities</p> <p>12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.</p> <p>12.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.</p> <p>12.3.19.3 <u>Qwest will recognize the designated CLEC/DLEC as the customer of record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, customer of record shall be Qwest's single and sole point of contact for all CLEC/DLEC customers.</u></p> <p>Transcript: Arizona, June 14, 2001, pp. 194:19-204:24, 229:20-232:29.</p>	Closed	

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MR-28	12.3.19.2	ATT Covad	<p>CLECs want "proof" that Qwest technicians are trained as to nondiscriminatory behavior when technician is interacting with CLEC customer.</p> <p>Qwest contends that virtually all technicians that have contact with CLEC end-user customers have signed the Code of Conduct, or have been briefed by manager during one-on-one session. Violation of Code of Conduct results in appropriate disciplinary action, subject to Union-related constraints. (Union requirements have to be honored before information can be transferred to CLEC.)</p> <p>See above.</p>	Closed	
MR-29	12.3.19.3	ATT	<p>CLEC as Qwest point of contact</p> <p>Qwest recognizes the CLEC as designated "customer of record."</p> <p>See above.</p>	Closed	
MR-30	12.3.20.1	WCom	<p>Issue as to call to Repair Center answered in "substantially" the same time and manner. Word "substantially" removed.</p> <p>Section 12.3.20.1 now reads as follows:</p> <p>12.3.20.1 Manually-reportedManually-reported repair calls by CLEC to Qwest will be answered withsubstantiallythe same quality and speed as Qwest answers calls from its own end-users.End User Customers.</p> <p>Transcript: <u>Arizona, June 14, 2001, pp. 204:25-206:9.</u></p>	Closed	
MR-31	12.3.22.4	WCom	<p>Use and update of Qwest's ICONN database on a nondiscriminatory basis</p> <p>SGAT updates language to delete inconsistencies and bring into line with current practices (Exhibit 6-Qwest-37). Will update Web site where ICONN database can be accessed.</p> <p>Qwest addressed the CLECs' concerns by modifying Section 12.3.22.4 to read as follows:</p> <p>12.3.22.4 ICONN data is updated every two weeksin substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.</p> <p>Transcript: <u>Arizona, June 14, 2001, pp. 206:11-207:15.</u></p>	Closed	

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MR-32	12.3.23.1	ATT	<p>(a) Describe major switch maintenance activities</p> <p>(b) Provide notice of planned maintenance and upgrade events</p> <p>Per SGAT 12.3.23.1 (6-Qwest-5) and SGAT 12.3.23.2 (6-Qwest 36), schedules and status of switch conversions and generic upgrades locations are provided in the ICONN database. Locations of equipment additions are cited in the "Disclosures" database.</p> <p>Sections 12.3.23.1 and 12.3.23.2 now read as follows:</p> <p>12.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows". Major switch maintenance activities include switch conversions, switch generic upgrades and switch equipment additions.</p> <p>12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.</p>	Closed	
MR-33	12.3.23 12.3.23.2 1 12.3.23.2 2 12.3.23.2 3 12.3.23.2 4 12.3.23.2 5 12.3.23.2 6 12.3.24	ATT	<p>Transcript: Arizona, June 14, 2001, pp. 207:16-227:3.</p> <p>Clarification of circumstances related to "quiet time," an interval when no orders with due-dates in the specified period will be accepted in order to implement switch conversions (Exhibit 6-Qwest-6).</p> <p>Qwest recognizes the need to accommodate CLECs under these circumstances and will accept and process "supplemental orders" from CLECs with due dates that fall within the quiet period. In this context:</p> <ul style="list-style-type: none"> ➤ SGAT 12.3.23.2.1 defines orders that will be accepted under special circumstances (e.g., emergency service) during the quiet period. ➤ SGAT 12.3.23.2.2 ensures parity with respect to notification, as cited in the ICONN database. ➤ SGAT 12.3.23.2.3 and 12.3.23.2.4, specify fixed time periods by which CLECs have to provide TGSRs and ASRs to Qwest to enable conversion of trunks over to the new switch. In conjunction with switch conversion, Qwest must issue trunk disconnects to the CLECs for the old switch trunk reconstructions trunks for the new switch. ➤ SGAT 12.3.23.2.5 requires Qwest to provide notification with the TGSR before the conversion at the minimum 90 of days. The term "embargo" is to be replaced by the term "moratorium," consistent with the ICONN database. The ICONN Database (Exhibit 6-Qwest-37) and associated web site is to be updated to provide CLECs with information available to Qwest organization. At issue is whether an order will be rejected if it's submitted within the 45 days 	Closed	

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			<p>embargo period, versus having a due date within that 45 days.</p> <p>Qwest addressed ATT's concern by adding 12.3.24 and subsections:</p> <p>12.3.24 Switch and Frame Conversion Service Order Practices</p> <p>12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one switch and its replacement with another. Generic switch software or hardware upgrades, the addition of switch line and trunk connection hardware and the addition of capacity to a switch do not constitute switch conversions.</p> <p>12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the switch ports terminate.</p> <p>12.3.24.3 Conversion Date. The "Conversion Date" is a switch or frame conversion planned day of cut-over to the replacement frame(s) or switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.</p> <p>12.3.24.4 Conversion Embargoes. A switch or frame conversion embargo is the time period that the switch or frame trunk-side facility connections are frozen to facilitate conversion from one switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for trunk-side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.</p> <p>12.3.24.4.1 ASRs for switch or frame trunk-side facility augmentations to capacity or changes to switch or frame trunk-side facilities must be issued by CLEC with a due date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject switch or frame trunk-side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's due date except for conversion ASRs described in Section 12.3.24.4.3.</p> <p>12.3.24.4.2 For switch and trunk-side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) days before the Conversion Date.</p> <p>12.3.24.4.3 For switch and trunk-side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old</p>		

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			<p>switch or frame to the new switch or frame, and sixty (60) days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).</p> <p>12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) days prior to the Conversion Date until 5 days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 days prior to the Conversion Date until 5 days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.</p> <p>12.3.24.6 Switch Embargo Period. During switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the trunk side of the switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old switch to the new switch on a like-for-like basis, such embargo period shall extend from thirty (30) days prior to the Conversion Date until five (5) days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) days prior to the Conversion Date until five (5) days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.</p> <p>12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain due dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, billing change orders for non-switched products, and emergency orders.</p> <p>12.3.24.7.1 LSRs of any kind issued during switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the switch or frame conversion. LSRs of any kind issued during the switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.</p> <p>12.3.24.7.2 The quiet period for switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) days prior to conversion until two (2) days after the conversion and is identified in the ICONN database.</p> <p>12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in</p>		

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			<p>12.3.24.7 are processed or the affected location, extends from five (5) days prior to conversion until two (2) days after the conversion.</p> <p>12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a due date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.</p> <p>12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested due date, will be processed after the quiet period expires.</p> <p>12.3.24.7.6 CLEC may request a due date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR due date. Such changes shall be requested by issuing a supplemental LSR requesting a due date change. Such changes shall be handled as emergency orders by Qwest.</p> <p>12.3.24.7.7 CLEC may request a due date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the day prior to the scheduled LSR due date until 12 noon Mountain Time the day after the scheduled LSR due date. Such changes shall be requested by issuing a supplemental LSR requesting a due date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.</p> <p>12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.</p> <p>12.3.24.8 Switch Upgrades. Generic switch software and hardware upgrades are not subject to the switch conversion embargoes or quiet periods described above. If such generic switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.</p> <p>12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such switch hardware additions.</p>		

Transcript: Washington, July 18, 2001, pp. 05239:10-05255:16; Colorado, August 22, 2001, pp. 6:25-8:20.

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MR-34	12.3.23.2	WCom	CLECs want to tie maintenance window to IMA availability Concern withdrawn.	Closed	
MR-35	12.3.23.3	WCom	Want notice of maintenance that could impact CLEC. New language incorporated in SGAT 12.3.23.2 (Exhibits 6-Qwest-5, 6-Qwest-35 and 6-Qwest-36) to address issue of providing advanced notice to CLECs of any maintenance activities that might impact CLECs ordering practices. Qwest to provide such notification of any and all maintenance activities that may impact CLEC ordering practices, and related embargoes, moratoriums and quiet periods, in substantially the same time and manner with respect to parity.	Closed	
MR-36	12.2.2.1	WCom	See above. For designed services, assurance that Qwest will not close the trouble report prior to verification from CLEC that trouble is cleared. SGAT 12.2.2.1 modified to include: For designed services, Qwest will not close trouble report prior to CLEC notification that trouble is cleared. (Exhibits 6-Qwest-4 and 6-Wcom-10 with Attachment) Qwest addressed the CLECs' concerns by modifying 12.2.2.1 to read as follows: 12.2.2.1 Qwest shall provide electronic interface gateways for reporting trouble, including an electronic bonding interface and a GUI interface, to facilitate for reviewing a customer's trouble history at a specific location, conducting testing of a customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. Resolution CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.	Closed	
MR-37	12.2.12.1 12.3.12.3 (New Section)	WCom	Transcript: Cite not located Assurance that clearance of trouble reports for non-designed services are effectively expedited. Qwest observes troubles for non-designed services are normally cleared before notifying customer; and that historically, persistent trouble (three in month's time) warrants proactive response. For non-designed services (e.g., POTs lines), if troubles are encountered three times within 30 days, Qwest is to treat situation as "chronic trouble" and convert to "designed service." pursuant to the process identified in 12.3.12.1. If a fourth trouble report is encountered within a rolling 30 day period (30 days from last trouble), after point where trouble becomes chronic Qwest will then verify that trouble is cleared. SGAT 12.3.12.3 added to this effect (Exhibit 6-Qwest-42; replace with 6-Qwest-44) and reads as	Closed	

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Issue ID #	SGAT #	Source	Description of Issue/Consensus on Issue as of August 14, 2001	Action/Status	Due Date
MR-38	None	Covad	<p>12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than 3 troubles in a rolling 30 day period, pursuant to Section 12.2.2.1.</p> <p>Transcript: Cite not located</p> <p>Process for handling xDSL for line sharing and UNE for verification that trouble has been cleared.</p> <p>Issue as to whether repair process reflects designed services or non-designed service, in particular when POTs line is shared with xDSL. Qwest contends such processes are in place, as unbundled loops are treated as a designed service. CLECs want assurance that Qwest verifies that data-related trouble has been resolved and requests description of process flow for trouble ticket.</p> <p>(a) Covad requests that Qwest insure that there is continuity from an electronic perspective by testing UNEs to the Central Office Demarcation Point.</p> <p>Qwest addressed Covad's concern by adding subsection 12.3.6.5 which reads as follows:</p> <p>12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.</p> <p>(b) When should Maintenance of Service Charges apply to the parties?</p> <p>Qwest believes it has addressed Covad's concern by adding Section 12.3.4.3 which reads as follows:</p> <p>12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities lease by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) days, Maintenance of Service Charges shall not apply.</p> <p>Covad read a statement into the record during the August 21-23 Colorado Workshop which closed this issue.</p> <p>Transcript: Washington, July 10, 2001 pp. 04068:18-04079:10, July 18, 2001 pp. 05284:12-05293:4; Colorado, August</p>	Closed	

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Issue ID #	SGAT #	Source	Description of Issue/Consensus on Issue as of August 14, 2001	Action/Status	Due Date
			<p data-bbox="444 1368 472 1640"><u>22, 2001, pp. 8:22-11:25.</u></p>		
MR-39	12.3.14.2 (New Section)	WCom	<p data-bbox="531 351 651 1640">Assurance that status of maintenance would be accessible to Workforce Administrator database by electronic interface. CLECs seek ability to determine the status of trouble tickets, regardless of the source of the original trouble ticket. Qwest provides that the status of manually reported troubles may be accessed by CLEC through electronic interfaces. SGAT12.3.14.2 (Exhibit 6-Qwest-43) reads as follows:</p> <p data-bbox="683 623 711 1549">12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.</p> <p data-bbox="740 1330 768 1640">Transcript: Cite not located</p>	Closed	
MR-40	12.2.2.2	AT&T	<p data-bbox="774 1002 857 1640">Why has Qwest deleted SGAT 12.2.2.2, describing electronic interface gateways for reporting troubles (Exhibit 6-AT&T-12). Encompassed in more generic stipulations in SGAT 2.2.2.1.</p>	Closed	

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Issue ID #	SGAT #	Source	Description of Issue	Action/Status	Due Date
OSS-1	12.2.1	WCom	<p>Whether there is a need to capture manual OSS interfaces together with enhanced interfaces. Current interface includes facsimile that captures data sent from CLEC. SGAT 12.2.1 modified to incorporate manual interfaces and provides assurance that Qwest will notify CLECs of improvements to legacy systems interfaces, consistent with the provisions of the co-provider industry change management process (CICMP) set forth in Section 12.2-6. (Exhibit 6-Qwest-49)</p> <p>See Issue OSS-3 below for Section 12.2.6 and Transcript cites.</p> <p>Whether there is need to capture manual OSS interfaces with respect to billing arrangements. Qwest incorporated manual interfaces and changes the term "billing" to "billing function." (6-Qwest-4).</p> <p>The new Section 12.1.2 reads as follows:</p> <p>12.1.2. Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements functions. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.</p>	Closed	
OSS-2	12.1.2	WCom	<p>Transcript: Multi-State June 27, 2001, pp. 109:1-110:21; Colorado, August 23, 2001, pp. 28:4-28:11.</p> <p>CLECs contend there are reasons for rejecting "complete and accurate" LSRs that are not being captured and seek:</p> <ul style="list-style-type: none"> ➤ An explicit definition of "complete and accurate LSR," in particular as it pertains to ordering processes and pending orders. ➤ Enumeration of current criteria for LSR rejection, and assessment of the reasonableness of such rejection criteria. 	Closed	
OSS-3	12.2.1.4	ATT		Closed	

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			<ul style="list-style-type: none"> ➤ Agreement as to where provisions should reside (e.g., SGAT versus web-site). CLECs ascertain that situations arise, such as when an end user transitions from Qwest to CLEC service, that can trigger LSR rejection if there is a pending Qwest order. CLECs seek assurance that Qwest will honor an LSR even though another order is pending with the same end user customer. Possible solutions include: <ul style="list-style-type: none"> ➤ Modifying the term "complete and accurate," to "complete, accurate, and no pending orders," (or other conditions that might trigger rejection. ➤ Introducing business rule changes, consistent with an LNP change request, to correct the problem, rather than modifying the language in the SGAT that, could inadvertently enable Qwest to legitimately reject a "good" LSR. ➤ Such changes should be delineated and documented in SGAT 12. <p>Qwest addressed the CLECs' concern by adding 12.2.1.9 and subsections, 12.2.1.10, and making changes to 12.2.6, as shown:</p> <p>12.2.1.9 <u>Ordering and Provisioning</u> – Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.</p> <p>12.2.1.9.1 <u>Qwest shall provide all provisioning services to CLEC during the same business hours that Qwest provisions services for itself, its End User Customers, its Affiliates, or any other Party. Qwest will provide out-of-hours provisioning services to CLEC on a non-discriminatory basis as it provides such provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours provisioning on its wholesale website.</u></p> <p style="text-align: center;">***</p> <p>12.2.1.9.6 <u>Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.</u></p> <p>12.2.1.9.7 <u>Ordering and Provisioning</u> – Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.</p> <p style="text-align: center;">***</p>		

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			<p>12.2.1.10 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.</p> <p align="center">***</p> <p>12.2.6 Change Management</p> <p>Qwest agrees to maintain a change management process, known as the Co-Provider Industry Change Management Process (CICMP), that is consistent with industry guidelines, standards and practices. Qwest and CLEC shall participate in discussions of OSS development in the Qwest-Co-Provider Industry Change Management Process (CICMP). The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest-change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CLEC-initiated and Qwest-initiated CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest-RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP-escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications. Technical Publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transmit business-CLEC. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner. Through the CICMP, Qwest will give notice of the establishment of new OSS interfaces and the retirement of OSS interfaces. Qwest will maintain an escalation process so that CICMP issues can be escalated to a Qwest representative authorized to make a final decision.</p> <p>Transcript: Colorado, June 21, 2001, pp. 214:3-232:8; Multi-State June 27, 2001, pp. 116:3-137:15, 175:25-183:20 and 242:21-254:15; Multi-State June 27, 2001, pp. 4:7-23:7; Colorado, August 23, 2001, pp. 28:13-33:10.</p>		
OSS-4	12.1.2	ATT	<p>Whether reference to interconnection services should be explicitly included.</p> <p>Generic functions used, as distinct from specific functions. Qwest deletes references to resale and UNEs in SGAT 12.1.2.</p> <p>The new 12.1.2 reads as follows:</p> <p>12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements-functions. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements/Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to</p>	Closed	

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OSS-5	12.1.2	WCom	<p>understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.</p> <p>Transcript: <u>Multi-State June 27, 2001, pp. 109:1-110:21; Colorado, August 23, 2001, pp. 33:12-34:9.</u></p> <p>Means by which Qwest communicates business rules and deviations from guidelines.</p> <p>Qwest to disclose business rules, as articulated in SGAT 12.1.2.</p> <p>Section 12.1.1 reads as follows:</p> <p>12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of this Section the Co-Provider Industry Change Management Process (CICMP) set forth in Section 12.2.6.</p>	Closed subject to verification of OSS test	
OSS-6	12.2.1.4	ATT	<p>Transcript: <u>Colorado, August 23, 2001, pp. 34:10-34:22.</u></p> <p>ATT suggests that language be added for pre-order functionality.</p> <p>Qwest addressed CLECs' concern by adding 12.2.1.4 and subsections, as shown:</p> <p>12.2.1.4 Reserved for Future Use-Functions Pre Ordering Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:</p> <p>12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll</p>	Closed	8/14/01

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			<p>available at a valid service address:</p> <p>12.2.1.4.2 <u>Access to customer service records (CSRs) for Qwest retail or resale end users. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity.</u></p> <p>12.2.1.4.3 <u>Telephone number request and selection:</u></p> <p>12.2.1.4.4 <u>Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis:</u></p> <p>12.2.1.4.5 <u>Information regarding whether dispatch is required for service installation and available installation appointments:</u></p> <p>12.2.1.4.6 <u>Service address verification:</u></p> <p>12.2.1.4.7 <u>Facility availability, loop qualification, including resale DSL, and loop make-up information, including, but not limited to, loop length, presence of bridged taps, repeaters, and loading coils. This Section 12.2.1.4.1.7 shall apply only to CLEC orders for Unbundled Loops or Loop combinations.</u></p> <p>12.2.1.4.8 <u>A list of valid available CFAs for Unbundled Loops.</u></p> <p>12.2.1.4.9 <u>A list of 1-5 individual meet points or a range of meet points for shared Loops.</u></p> <p>Transcript: Multi-State June 27, 2001, pp. 137:16-140:23; Colorado, August 23, 2001, pp. 34:24-37:2..</p> <p>ATT suggests that language be added for ordering functionality.</p> <p>Qwest addressed the CLECs' concern by adding 12.2.1.9 and subsections, as shown:</p> <p>12.2.1.9 <u>Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.</u></p> <p>12.2.1.9.1 <u>Qwest shall provide all provisioning services to CLEC during the same business hours that Qwest provisions services for itself, its End User Customers, its Affiliate, or any other Party. Qwest will provide out-of-hours provisioning</u></p>		
OSS-7	12.2.1.4.2 12.2.1.9	ATT		Closed	

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			<p>services to CLEC on a non-discriminatory basis as it provides such provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours provisioning on its wholesale website.</p> <p>12.2.1.9.2. When CLEC places an electronic order, Qwest will provide CLEC with an electronic firm order confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest due date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed.</p> <p>12.2.1.9.3. When CLEC places a manual order, Qwest will provide CLEC with a manual firm order confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed.</p> <p>12.2.1.9.4. When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.</p> <p>12.2.1.9.5. When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.</p> <p>12.2.1.9.6. Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.</p> <p>12.2.1.9.7. Ordering and Provisioning – Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.</p> <p>12.2.1.9.8. Qwest shall provide all provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours provisioning services to CLEC on a non-discriminatory basis as it provides such provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours provisioning on its wholesale website.</p>		
<p>Transcript: Multi-State June 27, 2001, pp. 139:23-148:9, 183:21-184:20; Colorado, August 23, 2001, pp. 28:23-32:12, 37:4-38:18.</p>					

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OSS-8	12.1.1.5	ATT WCom	<p>CLECs propose language clarifying SecureID issues.</p> <p>Qwest addressed the CLECs' concern by making the following changes to 12.2.1.5:</p> <p>12.2.1.5 Dial-Up Capabilities</p> <p>12.2.1.5.1 Reserved for Future Use</p> <p>12.2.1.5.2 Reserved for Future Use</p> <p>12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecureIDs SecureIDs for use by CLEC customer service representatives at a single CLEC location CLEC shall use a T1 line instead of dial-up capabilities access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecureIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.</p>	Closed	
OSS-9	12.1.1.6	WCom	<p>Transcript: Multi-State June 27, 2001, pp. 148:10-150:6; Colorado, August 23, 2001, pp. 38:20-40:3.</p> <p>WCom asks that Qwest disclose deviations from Access Service Request (ASR) guidelines.</p> <p>Qwest addressed WCom's concern by making the changes below to 12.2.1.6. Qwest has further agreed to revamp CICIMP as part of the CICIMP process.</p> <p>12.2.1.6 Access Service Request (ASR) Ordering Process</p> <p>12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.</p>	Closed	
OSS-10	12.2.1.7	WCom	<p>Transcript: Multi-State June 27, 2001, pp. 150:6-150:9, 160:10-160:11; Colorado, August 23, 2001, pp. 40:5-40:14.</p> <p>WCom asks that Qwest disclose deviations from Facility Based EDI Listing interface guidelines.</p> <p>Qwest addressed WorldCom's concern by making the following changes to 12.2.1.7:</p>	Closed	

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OSS-11	12.2.1.8	ATT	<p>12.2.1.7 Facility Based EDI Listing Process</p> <p>Qwest shall provide a Facility Based EDI Listing interface to enable CLEC listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.</p> <p>Transcript: Multi-State June 27, 2001, pp. 150:6-150:9; Colorado, August 23, 2001, pp. 40:17-40:22.</p> <p>ATT suggests language regarding interface contingency plans.</p> <p>Qwest addressed ATT's concern by adding 12.2.1.8 as shown:</p> <p>12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CICMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.</p>	Closed	
OSS-12	12.2.2.1	ATT	<p>Transcript: Multi-State June 27, 2001, pp. 150:10-156:7, 184:21-186:7; Colorado, August 23, 2001, pp. 41:8-43:9.</p> <p>ATT suggests language clarifying repair interface functionality.</p> <p>Qwest addressed ATT's concern by making the following changes to 12.2.2:</p> <p>12.2.2 Maintenance and Repair</p> <p>12.2.2.1 Qwest shall provide electronic interface gateways for reporting trouble, including an electronic bonding interface and a GUI interface, for reviewing a customer's trouble history at a specific location, conducting testing of a customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. Resolution CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.</p> <p>12.2.2.2 Reserved for Future Use</p> <p>12.2.2.3 Reserved for Future Use</p>	Closed	

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			<p>12.2.2.4 <u>Reserved for Future Use</u></p> <p>12.2.2.5 <u>Reserved for Future Use</u></p> <p>Transcript: Multi-State June 27, 2001, pp. 156:7-160:10; Colorado, August 23, 2001, pp. 43:11-44:4.</p> <p>WCom asks that Qwest disclose deviations from guidelines.</p>		
OSS-13	12.2.1.6	WCom	<p>See OSS-9 above.</p>	Closed	
OSS-14	12.2.5.2.4 12.2.5.2.5	WCom ATT	<p>Parties ask for inclusion of UNE-P and LNP in Loss and Completion Reports.</p> <p>Qwest addressed CLEC's concern by making the following changes to 12.2.5.2.4 and 12.2.5.2.5:</p> <p>12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:</p> <ul style="list-style-type: none"> a) [Idaho and Oregon only] Interim Number Portability; b) Resale; c) Unbundled Loop; and d) Unbundled Line-side Switch PortPort. and e) <u>UNE-P for POTS.</u> <p>12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:</p> <ul style="list-style-type: none"> a) [Idaho and Oregon only] Interim Number Portability; b) Resale; c) Unbundled Loop; and d) Unbundled Line-side SwitchSwitch, and 	Closed	

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OSS-15	12.2.5.2.7	WCom ATT	<p>e) <u>UNE-P for POTS.</u></p> <p>Transcript: Multi-State June 27, 2001, pp. 160:12-161:16; Colorado, August 23, 2001, pp. 44:13-49:13. Website address is not correct.</p> <p>Qwest addressed CLECs' concern by making the following changes to 12.2.5.2.7:</p> <p>12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.</p> <p>The Qwest will post the transmission method/media types available for these mechanized records are available the PGAT located at http://www.qwest.com/earner/guides/resource_guides.html on its website.</p>	Closed	
OSS-16	12.2.6	WCom ATT	<p>Transcript: Multi-State June 27, 2001, pp. 162:13-162:25; Colorado, August 23, 2001, pp. 49:5-53:6. CLECs propose additional language re: change management.</p> <p>Qwest addressed CLECs' concern by making the following changes to 12.2.6:</p> <p>12.2.6 Change Management</p> <p>Qwest agrees to maintain a change management process, known as the Co-Provider Industry Change Management Process (CICMP), that is consistent with industry guidelines, standards and practices. Qwest and CLEC shall participate in discussions of OSS development in the Qwest-Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CLEC-initiated and Qwest-initiated CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest-RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications; Technical Publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transact business-CLEC. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner. Through the CICMP, Qwest will give notice of the establishment of new OSS interfaces and the retirement of OSS interfaces. Qwest will maintain an escalation process so that CICMP issues can be escalated to a Qwest representative authorized to make a final decision.</p>	Deferred to CICMP	

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OSS-17	12.2.7.1 12.2.7.2	WCom ATT	<p>Transcript: Multi-State June 27, 2001, pp. 163:1-163:7; Colorado, August 23, 2001, pp. 53:7-55:2.</p> <p>CLECs requested clarification of sections regarding CLECs' responsibilities for implementation of OSS interfaces.</p> <p>Qwest addressed CLECs' concern by making the following changes to 12.2.7:</p> <p>12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces</p> <p>12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the CLECNew CLEC Questionnaire.</p> <p>12.2.7.2 Once Qwest receives a complete and accurate New Customer CLEC Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation implementation of connectivity between CLEC and the OSS interfaces.</p>	Closed	
OSS-18	12.2.8 12.2.9.6 12.2.9.10	ATT	<p>Transcript: Multi-State June 27, 2001, pp. 163:8-163:15; Colorado, August 23, 2001, pp. 55:4-56:2, 56:23-58:19.</p> <p>ATT asks for language regarding Qwest's support for conversions to new interface versions.</p> <p>Qwest addressed ATT's concern by making the following changes to 12.2.8, 12.2.9.6 and 12.2.9.9 and by adding 12.2.9.10 as shown:</p> <p>12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces</p> <p><u>12.2.8</u> Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. <u>Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.</u></p> <p>12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.</p> <p>12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.</p> <p>12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.</p>	Closed	

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Issue ID #	SGAT #	Source	Description of Issue	Action/Status	Due Date
			<p>12.2.8.4 Reserved for Future Use Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.</p> <p style="text-align: center;">***</p> <p>12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.</p> <p>12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:</p> <p>12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.</p> <p>12.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.</p> <p>12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the interoperability environment before two months after the implementation of the next release.</p> <p style="text-align: center;">***</p> <p>12.2.9.9 Reserved for Future Use</p> <p>12.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic interface trouble.</p> <p>12.2.9.10 CLEC will use all reasonable efforts and provide sufficient support and personnel to ensure that issues that arise in migrating to a new release of the IMA interface are handled in a timely manner.</p>		

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OSS-19	12.2.9.3.2	WCom	<p>Transcript: Multi-State June 27, 2001, pp. 163:16-169:13; Colorado, August 23, 2001, pp. 56:4-56:22, 58:21-61:24.</p> <p>WCom asks that the language regarding a test deck not be future tense.</p> <p>Qwest addressed Wcom's concern by making the following changes to 12.2.9.3.2:</p> <p>12.2.9.3.2 Stand-Alone Testing Environment ("SATE") - Qwest is developing a Qwest's stand-alone testing environment that will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/AMA system edits successfully. Stand-Alone testing successfully for both new and existing releases. SATE uses test account data. Stand-Alone testing data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production orders-pre-order and order transactions. This testing phase is optional.</p>	Closed	8/14/01
OSS-20	12.2.9.3.2	ATT	<p>Transcript: Multi-State June 27, 2001, pp. 169:25-170:4; Colorado, August 23, 2001, pp. 62:1-65:12.</p> <p>ATT asks for language regarding no need to schedule test times.</p> <p>Qwest addressed ATT's concern by making the following changes to 12.2.9.3.2:</p> <p>12.2.9.3.2 Stand-Alone Testing Environment - Qwest is developing a Qwest's stand-alone testing environment that will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/AMA system edits successfully. Stand-Alone testing successfully for both new and existing releases. Stand-Alone testing uses test account data. Stand-Alone testing data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All Stand-Alone test pre-order queries and orders are subjected to the same edits as production orders-pre-order and order transactions. This testing phase is optional.</p>	Closed	

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OSS-21	12.2.9.5	ATT	<p>Transcript: Multi-State June 27, 2001, pp. 170:5-171:8, 191:13-191:19; Colorado, August 23, 2001, pp. 62:1-65:12.</p> <p>ATT asks for ability to recertify products and services in parallel.</p> <p>Qwest addressed ATT's concern by making the following changes to 12.2.9.5:</p> <p>12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each/IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible.</p> <p>Transcript: Multi-State June 27, 2001, pp. 171:9-171:24; Colorado, August 23, 2001, pp. 65:14-65:23.</p>	Closed	
OSS-22	12.2.9.9 12.2.10.2 12.2.10.3	WCom	<p>WCom asks for clarification regarding help desks.</p> <p>Qwest addressed Wcom's concern by adding 12.2.10.2 and subsections, and 12.2.10.3, as shown:</p> <p><u>12.2.10.2 CLEC Help Desk</u></p> <p>12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.</p> <p>12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.</p> <p>12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: POTS; Design Services and Repair.</p>	Closed	

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Issue ID #	SGAT #	Source	Description of Issue	Action/Status	Due Date
OSS-23 (former OSS- 25)	12.2.11	WCom ATT	<p>12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File; IABS Bill; CRIS Summary Bill; Category 11 Report and SAG/FAM Reports.</p> <p>12.2.10.3 Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide a Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.</p> <p>Transcript: Multi-State June 27, pp. 205:15-207:16; Colorado, August 23, 2001, pp. 65:25-71:9.</p> <p>Parties ask for clarification of OSS charges.</p> <p>Qwest addressed CLECs' concern by making the following changes to 12.2.11:</p> <p>12.2.11 Compensation/Cost Recovery On-going and one-time OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or non-recurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.</p> <p>Transcript: Multi-State June 27, 2001, pp. 188:10-190-21; Colorado, August 23, 2001, pp. 71:11-75:20, 111:25-136:20.</p>	Closed	

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G-1	5.3 5.3.1 5.3.2 4.47 6.4.7; 9.2.2.1.2; 9.2.4.2; 9.4.4.1.2; 9.15.3.4.3; 9.23.5.2; 10.1.3.8.2, 10.4.2.18.	AT&T Wcom XO [14-11]	<p>Proof of Authorization in event of an allegation of an unauthorized change. CLECs seek incorporation of federal and state rules "by reference", as a basis for obligations on the part of both parties, to provide Proof of Authorization and liability in the event of failure to comply. It was agreed that parties shall make Proof of Authorization available to each other upon request to in the event of an allegation of unauthorized change, in accordance with federal and state rules. Definition of Proof of Authorization in SGAT 4.47, to be modified accordingly, and Sections dealing with authorizations to be tuned up, including SGAT 5.3.1, 5.3.2, 6.4.7; 9.2.2.1.2; 9.2.4.2; 9.4.4.1.2; 9.15.3.4.3; 9.23.5.2; 10.1.3.8.2, and 10.4.2.18 (Exhibits 6-Qwest-4 and 6-WCom-31)</p> <p>Transcript: Colorado June 20, 2001, pp.107:17-113:18, August 21, 2001, pp. 15-19-16:2. First come first serve policy SGAT 8.2.1 (Exhibit 2-Wcom-5, page 18). Resolved in Colocation Workshop</p> <p>Transcript: Arizona May 30, 2001, pp. 19:11-19:19; Colorado June 20, 2001, pp.113:22-116:7, August 21, 2001, pp.16:3.</p>	Closed in Arizona
G-2	8.2.1.10 8.2.1.12	Wcom [1-36]	<p>Terms and Conditions for collocation. Resolved in Colocation Workshop</p> <p>Transcript: Arizona May 30, 2001, pp. 19:23-20:3; Colorado June 20, 2001, p. 116:8-116:14, August 21, 2001, pp. 16:4.</p>	Closed in Arizona
G-3	8.2	[1-79]	<p>CLECs suggest CICMP in SGAT 12.2.6.2 should be enlarged in scope. Deferred to Co-Provider Industry Change Management Process (CICMP) Workshop.</p>	Closed in Arizona
G-4	7.4.7	[1-7]	<p>CLEC adoption of new product offering, as offered, without negotiating new terms and conditions. CLECs want more streamlined "notification of product change" process. In particular, CLECs are seeking "a quick and efficient way to have access to new products and service, without going through the cumbersome process of formally amending their interconnection agreement." Transcript of Colorado Workshop June 20, 2001, p. 142: 22-25. Recommendations include:</p> <ul style="list-style-type: none"> > A change process that doesn't materially affect the SGAT and the operation of the interconnection agreement between carriers. > An interim operating agreement, with the formal approval process to take as little as 60 days if not contentious. > A process to adjudicate differing opinions so that CLECs can get interim service, with transition to the Commission's final adopted terms, conditions and rates upon formal approval. 	Deferred to CICMP
G-5	1.7.1 1.7.1.1 1.7.1.2	AT&T [1-8]	<p>Parties agreed to a take back on how to capture terms, such as an "amendment form" within the construct of SGAT 1.7.1 for the purpose of modifying SGAT enabling terms to be delineated without discussion, to revisit procedures already available as a possible arrangement and to define product notification procedures.</p> <p>Qwest addressed CLECs' concerns by adding sections 1.7.1.1 and 1.7.1.2 as follows.</p>	Closed

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			<p>1.7 <u>Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Co-Provider Industry Change Management Process (CICMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between the CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.</u></p> <p>1.7.1 <u>Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the CICMP. CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:</u></p> <p>1.7.1.1 <u>If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.</u></p> <p>1.7.1.2 <u>If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.</u></p> <p>Transcript: Arizona May 30, 2001, pp. 187:18-228:3; Colorado June 20, 2001, pp. 117:13-178:25; Multi-State June 28, 2001, pp. 29:22-33:2; Multi-State June 29, 2001, pp. 31:5-48:3; Washington July 9, 2001, pp. 03867:25-03870:14 and 03870:15-03871:23; Washington July 10, 2001, p. 04111:6-21.</p> <p>AT&T has proposed a new 1.7.2 which is at Impasse.</p>	<p style="text-align: center;">Impasse</p>

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G-6	9.20.5	[PS-16]	Must SGAT 9.20.5 be modified to provide for joint maintenance and repair of unbundled packet switching? Qwest affirms that is to be solely responsible for maintenance and repair of unbundled packet switching, and no CLEC involvement is anticipated except on an exception basis. (Exhibit 6-Qwest-4)	Closed
G-7	9.20.5	[PS-17]	Transcript: Colorado June 20, 2001, pp.179:4-186:16; Colorado June 21, 2001, pp. 40:1-42:1, August 21, 2001, pp. 27-16-27:18. Maintenance and Repair related to SGAT 12 Affirmed that maintenance and repair terms and conditions germane to unbundled packet switching processes are contained in SGAT 12.	Closed
G-8	9.4.2.1.7 5.16.4 5.16.9 7.2.2.8.12 8.4.1.4.1 7.2.2.8.4	AT&T Wcom Covad [LS-1B]	Transcript: Colorado June 21, 2001, pp. 40:1-42:1; Multi-State June 27, 2001, pp. 96:9-106:19, August 21, 2001, pp. 27:18. Forecasting: a) confidentiality and b) use of forecast.	Impasse
G-9		GS - 1	Broad SGAT Issues 1. Conduct "notices" preliminary off-line informal sessions 2. All parties report remaining issues 3. Qwest responds on how issues were handled 4. Parties conduct informal "get together" 5. Address issues cited on fourth day of 10/31 - 11/3 workshop Addressed in prior workshops	Closed in Arizona
G-10	5.9.1.1 5.9.1.2	AT&T Wcom XO CL2-5b UNE-C-20	Transcript: Arizona May 30, 2001, p. 28:3-12; Multi-State June 4, 2001, pp. 34:4-35:14; Colorado June 20, 2001, pp. 248:9-250:17, August 21, 2001, pp. 50-21-50:24. Scope of Indemnification	Impasse
G-11	9.6.1.1 9.6.4.1.3 17	TR-1(b) Loop 5	Tech. Pub. Reference to spot frames which is out of date; CLECs want to know about ICB ordering process, BFR and Special Request and how they relate to pricing and intervals. Transcript: Arizona June 13, 2001, pp.641:14-847:9; Multi-State June 26, 2001, pp. 98:15-153:1; Multi-State June 29, 2001, p. 77:3-9.	Impasse

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G-12	BFR 17.0	SW-6	<p>Special Request (SR) will be covered in the BFR workshop. Need to distinguish among SR, BFR and ICB. BFR Process:</p> <p>The Parties have agreed to the following changes in Section 17 to address CLECs' concerns:</p> <p>17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLECs and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. The form will request and CLEC will need to provide, the way work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the Processing Fee specified in Exhibit A of this following information, as well as, any additional information that may be helpful in describing and analyzing CLECs' request:</p> <ul style="list-style-type: none"> a) a technical description of each requested Network Element or new/different points of interconnection or ancillary services; b) the desired interface specification; c) each requested type of interconnection or access; d) a statement that the interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service; e) the quantity requested; f) the specific location requested; g) if the requested Unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and h) if the requested Unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that denial of access to such non-proprietary Unbundled Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such Unbundled Network Element <p>17.3 Within fifteen (15) calendar days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgement advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR.</p> <p>17.4 Within twenty-one (21) calendar days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act.</p>	Closed

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			<p>17.5 If Qwest determines during the twenty-one (21) day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten (10) calendar days after making such a determination, provide a written report setting forth the basis for its conclusion.</p> <p>17.6 If Qwest determines during the twenty-one (21) day period that the BFR qualifies under the Act, it shall notify CLEC in writing of such determination within ten (10) calendar days.</p> <p>Agreement. Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:</p> <p>17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;</p> <p>17.2.2 the desired interface specification;</p> <p>17.2.3 each requested type of Interconnection or access;</p> <p>17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;</p> <p>17.2.5 the quantity requested;</p> <p>17.2.6 the specific location requested;</p> <p>17.2.7 Intentionally Left Blank</p> <p>17.2.8 Intentionally Left Blank</p> <p>17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.</p> <p>17.4 Within twenty-one (21) calendar days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.</p> <p>17.5 If Qwest determines during the twenty-one (21) day period that a BFR does not qualify as an Unbundled Network Element or</p>	

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			<p>Interconnection or ancillary service that is required to be provided under the Act or state law. Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) period, provide a written report setting forth the basis for its conclusion.</p> <p>17.6 If Qwest determines during such twenty-one (21) day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar days, but in no case later than the end of such twenty-one (21) day period.</p> <p>17.7 As soon as feasible, but in any case within forty-five (45) calendar days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.</p> <p>17.8 A CLEC has thirty (30) CLEC has thirty (30) sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR, or seek mediation or arbitration BFR, or seek mediation or arbitration BFR.</p> <p>17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at anytime, but in the event of such cancellation CLEC will pay Qwest's reasonable development costs incurred in providing the Interconnection, Unbundled Network Element, or ancillary service, but in the event of such cancellation CLEC will pay Qwest's reasonable development costs incurred in providing the Interconnection, Unbundled Network Element, or ancillary service to the extent that those development costs are not otherwise amortized. Network Elements or ancillary service to the extent that those development costs are not otherwise amortized.</p> <p>17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may seek arbitration pursuant to seek arbitration pursuant to invoke the Dispute Resolution provision of this Agreement.</p> <p>17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.</p> <p>17.12 In the event CLEC has submitted a Request for an Interconnection, an Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR-process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections (a) through (f) of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.</p>	

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			<p>17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.</p> <p>17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the interconnection. Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.</p> <p>Special Request Process</p> <p>The parties have agreed to the language in Exhibit F which is attached hereto.</p> <p>ICB Process:</p> <p>The Parties have agreed to the language in Exhibit I which is attached hereto.</p> <p>The following issues are still at impasse:</p> <ul style="list-style-type: none"> > Should Qwest provide notice of substantially similar BFRs? > When should Qwest "productize" BFRs? > Should Qwest expand the scope of the SRP beyond those UNE and UNE Combinations listed in Exhibit F, paragraphs 1a-1d? <p>Has Qwest met its non-discrimination obligations for BFRs, SRPs, and ICBs?</p> <p>Transcript: Arizona June 13, 2001, pp. 641:14-847:9; Multi-State June 26, 2001, pp. 153:7-166:21. New Issue. Issue is Qwest documents issued to employees that are inconsistent with SGAT.</p>	Impasse
G-13	8.1.1.6	1-105	See G-25.	Impasse
G-14	7.4.7	1-7	Transcript: Arizona May 30, 2001, pp. 31:20-34:23 and 48:25-49:18; Multi-State June 4, 2001, p. 36:10-19; closed this week in Colorado.	Closed
G-15	5.18 7.2.2.8.6.6 11	FOR-2	CLECs want clarification of 7 paragraph items in Exhibit F-Qwest-3. Also, CLECs want clarification of pro rata calculation in Par. 7.2.2.8.6.1. Transcript: Arizona May 30, 2001, pp. 34:24-35:8; Washington July 10, 2001, pp. 04079:16-04080:16 and 04125:7-04128:11; closed this week in Colorado. Transcript: Arizona May 30, 2001, pp. 127:8-132:20.	Closed
G-16	7.2.2.8.6	FOR-4	CLECs want Qwest to provide a trunk forecast prior to the joint planning meeting. Currently Qwest does not provide any forecast to CLECs. CLECs do provide a forecast. Language to be added to 7.2.2.8.6. Transcript: Arizona May 30, 2001, pp. 35:9-39:3, 49:22-55:10 and 99:18-101:17; Arizona June 15, 2001 pp. 1147:16-1152: 19; Colorado, August 21,	Closed

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			2001, pp. 127:8-132:20	
G-17	7.2.2.8.2 7.2.2.6.6.1	FOR-5	Issue is how is lower forecast obtained. CLECs want feedback from joint planning meeting on agreed to forecast within 3 weeks of meeting. This will provide CLECs information on results of meeting and if forecast has been lowered. Transcript: Arizona May 30, 2001, pp. 49:22-55:10; Arizona June 15, 2001, pp. 1147:16-1152:19; Colorado, August 21, 2001, pp. 127:8-132:20	Closed
G-18	NA	FOR-7	Whether or not the charges contemplated in section 8.2.1.9.1 is appropriate for the provision of information for the normal quarterly joint planning collocation meeting. Amount of charge deferred to cost docket.	Closed
G-19	12.2.9.3.1 12.2.9.4.1 12.2.9.3.3 12.2.9.3.4	CL2-1	Transcript: Arizona May 30, 2001, pp. 92:4-99:8; Multi-State June 4, 2001, pp. 40:23-41:11; Colorado, August 21, 2001, pp. 127:8-132:20 Issue is test bed requirement and what Qwest is doing. AT&T wants to test its own systems, and wants Qwest to provide a test bed. Qwest addressed AT&T's concern in 12.2.9.2. See OSS 19 and 20.	Closed
G-20	9.1.12 SGAT Exhibit D	CL2-12	Transcript: Multi-State June 27, 2001, 169:25-171:8 and 191:13-19; Multi-State June 29, 2001, p. 77:13-18; Colorado, August 21, 2001, pp. 132:21-133:22. SGAT specifically identify circumstances under which "Miscellaneous Charges" will apply, and that any rates be just and reasonable.	Closed in Arizona
G-21	4.23(a), 9.2.2.3.1 17, 17.2, 17.4, 17.6, 17.8 and 17.12	Loop-9	Qwest agreed to change the definition of "Miscellaneous Charges" as requested XO, AT&T and WCom. Transcript: Multi-State June 4, 2001, pp. 41:20-50:2; Multi-State June 29, 2001, p. 78:13-82:12; Colorado, August 21, 2001, pp. 133:22-137:24. BFR (Bona Fide Request), SRP (Special Request Process) and ICB (Individual Case Basis) Processes; AT&T/Wcom proposes language changes to various parts of Section 17; See G-11 above.	Impasse
G-22 See G-52 below for Section 1.8	1.1-1.8	CLECs	The CLECs requested clarification on how to adopt the SGAT or portions thereof. Qwest addressed the CLECs' concern by revising 1.4 and 2.2 to read as follows: 1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notification requirements of the provision of this SGAT contained in Section 5.21. Upon adoption of the SGAT by CLEC, the SGAT becomes an Interconnection agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date of the Agreement between Qwest and CLEC. Qwest shall satisfy all state interconnection agreement filing requirements.	Closed

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			<p>22.0 Signature Page By signing below and in consideration of the mutual promises set forth herein and other good and valuable consideration, CLEC adopts this SGAT and upon receipt by Qwest the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives:</p> <p>(CLEC)</p> <p style="text-align: center;">Qwest Corporation</p> <p>_____ Signature</p> <p>_____ Name Printed/Typed</p> <p>_____ Title</p> <p>_____ Date</p>	
G-23	2.1	WCom	<p>Qwest also agreed to add language to 1.8 that it would provide a written explanation of why it considers provisions to be legitimately related when a CLEC "picks" provisions from the SGAT. See G-52 five Date of the Agreement between Qwest and CLEC.</p> <p>Transcript: Arizona May 30, 2001, pp. 72:23-92:1; Multi-State June 4, 2001, pp. 134: 16-154:24; Multi-State June 5, 2001, pp. 18:10-40:17; Multi-State June 29, 2001, pp. 30:11-48:3 and 82:15-101:4.</p> <p>If the most current version of a tariff or regulation conflicts with the Agreement, which prevails, and how does this sync up with the change in law provisions in Section 2.2 and the variance between document provisions in Section 2.3.</p>	Impasse
G-24	2.2	CLECs	<p>Transcript: Multi-State June 4, 2001, pp. 43:8-50:2; Multi-State June 5, 2001, pp. 57:20-121:17.</p> <p>What is the appropriate process for updating the Agreement when there is a change in law?</p>	Impasse
G-25	2.3	CLECs	<p>What is appropriate role of other Qwest documents, for example, the IRRG now PCAT, Tech Pubs, or tariffs?</p> <p>Transcript: Arizona June 1, 2001, pp. 526:13-578:7; Multi-State June 29, 2001, pp. 121:10-140:11.</p>	Impasse

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G-26	3 3.2.1	CLECs	<p>The CLECs wanted to know exactly which portions of the New CLEC Questionnaire needed to be filled out before they could place orders; when the remainder of the Questionnaire needed to be filled out and whether orders would be processed if they did not meet that date. They also requested clarification that Qwest would utilize the initial information they provided for the activities listed prior to their filling out the remainder. They also wanted a more streamlined process if they already had filled out a Questionnaire and were entering into a new Agreement or wished to order a new product. They also objected to having to establish an Implementation Schedule.</p> <p>Qwest agreed to remove the Implementation Schedule language and addressed the other concerns by adopting the following changes to Section 3:</p> <p>Section 3.0 - CLEC INFORMATION</p> <p>3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The date on which CLEC signs and delivers an executed copy of this Agreement, in accordance with Section 1, shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Thereupon, the date on which CLEC signs and delivers an executed copy of this Agreement, in accordance with Section 1, shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Thereupon, the Parties shall complete Qwest's "CLEC Questionnaire," and negotiate an Interconnection implementation schedule and negotiate an Interconnection implementation schedule as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.</p> <p>3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New CLEC Questionnaire":</p> <ul style="list-style-type: none"> <u>General Information</u> <u>Billing and Collection (Section 1)</u> <u>Credit Information</u> <u>Billing Information</u> <u>Summary Billing</u> <u>OSS and Network Outage Notification Contact Information</u> <u>System Administration Contact Information</u> 	Closed

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			<p>Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)</p> <p>Design Layout Request... LIS Trunking and Unbundled Loop (if CLEC plans to order these services)</p> <p>Qwest's "CLEC Questionnaire" Qwest's "CLEC Questionnaire" Qwest's "CLEC Questionnaire" 3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire for Qwest to continue processing new orders for Qwest to continue processing new orders. This questionnaire will then be used to:</p> <ul style="list-style-type: none"> Determine geographical requirements; Identify CLEC identification codes; Determine Qwest system requirements to support CLEC's specific activity; Collect credit information; Obtain billing information; Create summary bills; Establish input and output requirements; Create and distribute Qwest and CLEC contact lists; and Identify CLEC hours and holidays. <p>3.2 Prior to placing any orders for services under this Agreement, the Parties will finalize an Interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the Interconnection implementation schedule.</p> <p>2.2 Prior to placing any orders for services under this Agreement, the Parties will finalize an Interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the Interconnection implementation schedule. 3.2.12 CLECs that have previously completed a Questionnaire need</p>	

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			<p>not fill out a new CLEC Questionnaire; however, CLEC will update its CLEC Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest if no changes in the information required have occurred if no changes in the information required have occurred. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this agreement, which may include an amendment pursuant to Section 1.7.1.</p>	
		3.3	Intentionally Left Blank	
		3.4	Intentionally Left Blank	
G-27	4	CLECs	<p>Transcript: Multi-State June 5, 2001, pp. 129-9-148:4; Arizona June 15, 2001, p. 1152:23; Multi-State June 26, 2001, pp. 166:22-184:13; Multi-State June 29, 2001, pp. 161:24-163:8; Washington July 9, 2001, pp. 03938:24-03939:9; Washington July 10, 2001, pp. 03956:2-03972:25 and 04130:5-04136:4; Colorado, August 21, 2001, pp. 234:14-236:22.</p> <p>Definitions were closed this week in Colorado. The Definition of "Legitimately Related" is at Impasse. The most current version of the Definitions is attached.</p>	One Impasse Definition
G-28	5.1.1	WCom	<p>Transcript: Arizona June 1, 2001, pp. 578:8-604:24; Multi-State June 29, 2001, pp. 163:9-164:15.</p> <p>WorldCom requested that this subsection regarding the Implementation Schedule be stricken consistent with removing it from Section 3. Qwest agreed to strike the language.</p>	Closed/Deleted
G-29	5.1.3	AT&T WCom	<p>CLECs concern as to how to handle service impairment, including means of notifying customer that service that imminent disconnection could ensue, and process for assessing degree of severity and appropriate response.</p> <p>SGAT 5.18 (Exhibit G-Qwest-28) focuses on situation where impairment affects Qwest's network and CLEC customers may be involved. SGAT 5.1.3 addresses the situation where impairment is impacting an end-user's service and discontinuance of service is necessary until the problem is resolved. SGAT expressly does not address notification of companies to their customers.</p> <ul style="list-style-type: none"> ➤ Such an impairment could pose an immediate threat to safety of either Qwest or CLEC employees; interfere with the performance of either party's service obligations; or pose an immediate threat to the physical integrity of the other party's facilities. ➤ Urgency of action could be necessary to limit harm as to personnel safety, performance of service obligations, or impairment of the other parties network. ➤ To the extent the impairment impact the network, many customers may be affected. <p>SGAT 5.18 to be expanded to define the business relationship when impairment is encountered, and the appropriate response. Consideration are as follows:</p> <ul style="list-style-type: none"> ➤ If impairment poses an immediate threat to the safety of either party's employees, interference with other services, etc., then either party may discontinue that specific service. ➤ Appropriate to separate into service impacting and non-service impacting impairments. Third category as to non-threatening service impacting impairment may be appropriate. Service impacting impairment notification to be expedited via e-mail. ➤ Non-service impairment appears to be limited to invasion of privacy. Non-service impacting impairment to be handled through written 	Closed

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			<p>notification.</p> <ul style="list-style-type: none"> ➤ Each carrier is responsible to notify respective end-user customers of any service impacting changes that might occur as soon as circumstances become known. Notice to be "immediate" or timely. CLEC cessation of activity may be necessary to enable service to be reestablished. ➤ SGAT to make clear that only the specific service affected by impairment would be discontinued. ➤ Colorado rules for discontinuance of service to be considered. Requires immediate solution if potential of harm. SGAT 5.18.2 (Exhibit 6-Qwest-4) makes dispute resolution a mandatory process, to commence at request of either party. (Takeback) Injunctive relief available and may be evoked to have service reconnected. Other actions are not precluded. ➤ Expedited dispute resolution process to be addressed for resolving differences of opinion between CLEC and Qwest. Party serving notice to explain basis for action and enunciate specific cause of concern. ➤ Need more specificity as to "thresholds" perceived, along with "cure period" for CLECs to address issue. ➤ Qwest may perceive service impairment creates systemic problem on network, in which case type of generic connection may be restricted or denied until problem resolved. CLECs express concern about possibility of "over-reaching." Means of expanding findings related to specific situation to "generic problem" requires proper notification. ➤ Issue of escalation process for accelerated or expedited dispute resolution process raised. Currently requires VP level involvement. CLECs contend process is too time-consuming and therefore inadequate. <p>SGAT 8.2.3.9 and 8.2.3.10 authorizes Qwest to take such action to resolve impairment at other parties expense if necessary. CLECs want reciprocity.</p> <p>Qwest addressed CLECs concerns by revising 5.1.3 as follows:</p> <p>5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end-users. Each end-user. Each End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.</p> <p>5.1.3.1. If such impairment is material and poses an immediate threat to the safety of either Party's employees, customers or the public or poses an immediate threat of a service interruption, operational or physical integrity of the other Party's facilities, operational or physical integrity of the other Party's facilities, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that that particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.</p> <p>5.1.3.2. If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other party shall provide written notice within five (5) calendar days of such impairment to the other Party</p>	

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			<p>SGAT 5.4.4.12, states that parties "to work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies."</p> <ul style="list-style-type: none"> ➤ <u>Time frame to respond to billing disputes between CLEC and Qwest</u> - CLECs contend that inherent complexity of bill review process and need to verify credits related to performance assurance plans, imposes significant burden on limited resources of small CLECs. CLECs recommend that SGAT 5.4.4 or 5.4.4.3 affirmatively state that if a party fails to dispute a bill within the 45-day period (set forth in SGAT 5.4.4.) the parties may dispute bill amounts at a later time through a formal process, the audit process, or a dispute resolution process. ➤ <u>Clarification of inclusion of term "relevant service"</u> - Qwest states that relevant service means the specific service for which a bill isn't paid To the extent that an unpaid bill goes unpaid, the disconnect affects only the service for which the unpaid bill applies. (Included at the behest of the CLECs to address concern that other services not be disconnected because of a dispute). ➤ <u>Disputed charges and any applicable late charges</u> - At issue is appropriate interest rate. Commission in Colorado has defined two different rates: <ul style="list-style-type: none"> • The interest on deposits is treated almost like cash as part of the capital structure and determined to be just and reasonable compensation for customers leaving their money with a utility. • A late charge has a much higher interest rate as a motivation for the payer to meet commitment without being unduly burdensome. ➤ <u>Refunds to CLEC</u> - SGAT 5.4.4.2 states that if a party pays the disputed charges and the dispute is resolved in favor of the disputing party, the billing party shall credit the disputing party's bill. CLECs want cash refund, as distinct from a credit payment was made and the dispute was found to be in the CLEC's favor. ➤ <u>Ramifications of possible detariffing</u> - Currently the relationship between the end-user and the provider of service is a defacto contract by virtue of the tariff. If the tariffing process were removed Qwest observes that there would have to be an arrangement whereby the end-user enters into a service contract. <p>Also at impasse is the extent of the indemnification obligation between and among the parties (per Issue G-10). Qwest considers the impasse issue as part indemnity obligations between and among the parties, which is more appropriately addressed in the indemnification section.</p> <p>Qwest addressed the CLECs concerns by revising Section 5.4 and its subsections as follows:</p> <p>5.4 Payment</p> <p>5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day calendar days after receipt of the invoice, whichever is later (payment due date). If the payment due date is not a business day, the payment shall be due the next business day.</p> <p>5.4.2 Qwest may discontinue processing orders for the failure of CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill. Qwest will notify CLEC in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse</p>	

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			<p>to accept additional orders from the noncomplying CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from CLEC, pursuant to this section.</p> <p>5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify CLEC in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the ten (10) days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional deposit) from CLEC, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.</p> <p>5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. CLEC and Qwest shall pay all amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. If the resolved amount does not appear as a credit on the next invoice after resolution of the dispute, the resolved amount plus interest from the date of payment will be applied. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event a Party withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payments should have been made, the billing Party is entitled to collect interest on the withheld amount, subject to the above provisions.</p> <p>5.4.5 Qwest will determine CLEC's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If CLEC has not established satisfactory credit with Qwest or if CLEC is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the</p> <p>5.4.2 Qwest may discontinue processing orders for the failure of CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill. Qwest will notify CLEC in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from CLEC, pursuant to this section.</p> <p>5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify CLEC in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the ten (10) days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest will request a</p>	

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			<p>deposit (or additional deposit) from CLFC, pursuant to this section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.</p> <p>5.4.4 Should CLFC or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. CLFC and Qwest shall pay all amounts due. Both CLFC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. If the resolved amount does not appear as a credit on the next invoice after resolution of the dispute, the resolved amount plus interest from the date of payment will be applied. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event a Party withholds payment for a disputed charge and upon resolution of the matter it is determined that such payments should have been made, the billing Party is entitled to collect interest on the withheld amount, subject to the above provisions.</p> <p>5.4.5 Qwest will determine CLFC's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If CLFC has not established satisfactory credit with Qwest or if CLFC is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the 5.4.2. One Party may discontinue processing orders for the failure of the other party to make full payment for the relevant service, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar days following the payment due date. The billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p> <p>5.4.3 The billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar days following the payment due date. The billed Party will pay the applicable reconnect charge set forth on Exhibit A required to reconnect each resold end user line disconnected pursuant to this paragraph. The billing Party will notify the billed Party in writing at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business day notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant service. Additionally, the billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	

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			<p>5.4.4. Should CLEC or Qwest dispute, in good faith, any portion of the non-recurring recurring charges or monthly billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar days following the payment due date -identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by CLEC to the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.</p> <p>5.4.4.1. If a Party disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.</p> <p>5.4.4.2. If a Party pays the disputed disputed charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3 at any time, the dispute is resolved in favor of the disputing Party, the billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.</p> <p>5.4.4.3. If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or commission rules.</p> <p>5.4.5. Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the billing Party due to a previous nonpayment situation, the billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or payment of charges before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) period-months 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 Qwest or the billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) ten (10) thirty (30) calendar days after demand.</p>	

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G-32	5.5	AT&T	<p>5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs or Tariffs regulations. Cash deposits and accrued interest will be credited to CLEC's the billing Qwest Party's account or refunded, as appropriate, upon the earlier of the expiration of the term of this Agreement, or the establishment of satisfactory credit with the billing Qwest Party, which will generally be one full year of timely payments of undisputed amounts in full by CLEC CLEC the billed Party. Upon a material change in financial standing, the billed Party may request and the billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.</p> <p>5.4.7 Qwest Qwest The billing Party may review CLEC's CLEC's the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.</p> <p>5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.</p> <p>5.4.9 CLEC agrees to inform end user in writing of CLEC's agreement to inform end user in writing of Each Party shall be responsible for notifying its End-User Customers of any pending disconnection by CLEC to allow end user by CLEC to allow end user of a non-paid service by the billed Party, if necessary, to allow those customers to make other arrangements for telecommunications services Telecommunications Services such non-paid services.</p> <p>Transcript: Arizona May 31, 2001, pp. 446:15-485:21; Multi-State June 4, 2001, pp. 54:15-59:24; Colorado June 20, 2001, pp. 37:12-70:1, August 21, 2001, pp. 247:19-265:16; Washington July 10, 2001, p.p. 03979:23-03986:6, 04112:3-5 and 04116:2-04119:2.</p> <p>AT&T suggested that Qwest's original language on taxes was one sided and that the section be clarified to note that each party is responsible for taxes on its corporate existence, status or income.</p> <p>Qwest addressed AT&T's concerns by modifying 5.5 as follows:</p> <p>5.5 Taxes</p> <p>5.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all Each Party purchasing services hereunder shall pay or otherwise be responsible for all Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is the purchasing Party such taxes, fees or surcharges) except for any tax on either Party placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied, if either Party (the Contesting</p>	Closed

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G-33	5.6	CLECs	<p>Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.</p> <p>Transcript: Multi-State June 29, 2001, p. 180:5-17; Rebuttal Testimony of Larry Brotherson, June 4, 2001, pp32-3, Colorado, August 21, 2001, pp. 265:17-266:11.</p> <p>CLECs requested that the Insurance requirements be made reciprocal. XO wanted clarification that the Insurance requirements were limited to operations for which that Party has assumed legal responsibility in this Agreement. AT&T requested that language be added to address Insurance requirements for corporations with substantial assets. AT&T also requested that in Section 5.6.1.3 "Comprehensive" be changed to "Business," striking the sentence excluding liability for loss of profit or business revenues for service interruption in 5.6.1.5, plus various minor changes to Section 5.6.2. CLECs requested that they only have to provide additional insurance certificates upon request.</p> <p>Qwest addressed the CLECs concerns by modifying 5.6 as follows:</p>	
			<p>5.6 Insurance</p> <p>5.6.1 CLEC Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1. to the extent its affiliated Party fails to meet such obligations.</p>	Closed in Arizona
			<p>5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.</p>	
			<p>5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by CLEC Each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.</p>	
			<p>5.6.1.3 Comprehensive Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.</p>	

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			<p>5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.</p> <p>5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises. CLEC may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.</p> <p>CLEC may elect to purchase business interruption and contingent business interruption insurance. Qwest has no liability for loss of profit or revenues should an interruption of service occur.</p> <p>5.6.2 CLEC shall Each Party will initially provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section thereafter will provide such certificate(s) upon request. Such certificates shall (1) name Qwest as the other Party as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) provide the other Party, and (4) provide acknowledgement severability of interest/cross liability coverage.</p>	
G-34	5.7	CLECs	<p>Transcript: Arizona May 30, 2001, pp. 166:7-183:20 and 228:17-232:10; Multi-State June 4, 2001, pp. 60:1-63:15; Arizona June 15, 2001, p. 1152:24; Colorado, August 21, 2001, pp. 266:12-267:4.</p> <p>AT&T requested that "equipment failure" be removed as an act of Force Majeure. XO suggested the the Section be clarified to make it clear that inability to obtain products or services or transportation facilities only be considered acts of Force Majeure if they are beyond the Party's control and without their fault or negligence.</p> <p>Qwest addressed the CLECs concerns by modifying 5.7 as follows:</p> <p>5.7 Force Majeure</p> <p>5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, equipment failure, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions, inability to secure (collectively a "Force Majeure Event"), inability (collectively, a Force Majeure Event). Inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its</p>	Closed

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			<p>obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.</p> <p>Transcript: Multi-State June 29, 2001, pp. 180:18-182:3; Colorado, August 21, 2001, pp. 267:5-269:17.</p> <p>How should liability be limited?</p>	
G-35	5.8	CLECs	<p>Transcript: Multi-State June 26, 2001, pp. 206:21-225:12; Multi-State June 29, 2001, p. 182:4-6.</p> <p>AT&T requested that the license of Intellectual Property between the Parties be limited to the use of any facilities or equipment that are owned or controlled by the Parties and as used solely for the purposes of the Agreement. AT&T also requested that Qwest indemnify it for costs associated with patent infringement as well as other violations of third party intellectual property rights. Qwest agreed to these concepts with certain caveats including that they be made reciprocal and also addressed what will occur between the Parties if the Indemnifying Party is not able to obtain the right of continued use. AT&T also requested refinements in Qwest's language to address the FCC's requirements that it use its best effort to obtain licenses from its vendors for CLEC to use the Vendors' intellectual property.</p> <p>These particular provisions were agreed to off line in Sections 5.10.1, 5.10.2 and 5.10.3.</p>	Impasse
G-36	5.10	AT&T	<p>AT&T also requested to include language that Qwest will not enter into licensing arrangements that would disqualify CLEC from using facilities and equipment for the purposes authorized under the Agreement and that it would flow through any indemnity rights where allowed. They requested a separate agreement for the use of the other Party's intellectual property for purposes outside of the Agreement.</p> <p>Transcript: [AZ first Workshop]</p> <p>Qwest addressed AT&T's concerns by modifying 5.10 as follows:</p> <p>5.10 Intellectual Property</p> <p>5.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses or trademarks.</p> <p>5.10.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.</p>	Closed

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			<p>5-10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.</p>	
			<p>5-10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned. Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.</p>	
			<p>5-10.2 The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.</p>	
			<p>5-10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.</p>	
			<p>5-10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license; either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned. Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.</p>	
			<p>5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not</p>	

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			<p>extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.</p> <p>5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.</p> <p>5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.</p> <p>5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.</p> <p>5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party</p>	

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G-37	5.11	AT&T	<p>do nothing Neither Party will do anything inconsistent with the Owner's owner's other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar that it is likely to cause confusion among consumers of the Marks or which is so similar that it is likely to cause confusion among consumers of the Marks or which is so similar that it is likely to cause confusion among consumers of the Marks. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar that it is likely to cause confusion among consumers of the Marks or which is so similar that it is likely to cause confusion among consumers of the Marks.</p> <p>Transcript: Arizona May 30, 2001, pp. 103:23-110:21, 119:3-155:23 and 163:12-165:9; Arizona June 15, 2001, p. 1147:11-13; Multi-State June 29, 2001, pp. 140:22-161:19 and 182:7-183:4; Colorado, August 21, 2001, pp. 269:24-271:2.</p> <p>AT&T requested that the Warranties section be modified to cover warranties provided in other parts of the SGAT.</p>	Closed
G-38	5.12	AT&T	<p>Qwest addressed AT&T's concern by adopting a new 5.11.1 that reads as follows:</p> <p>5.11.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. Except as expressly set forth in this agreement, the Parties agree that neither Party has made, and that there does not exist, any warranty, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose and that all products and services provided hereunder are provided "as is," with all faults.</p> <p>Transcript: Rebuttal Testimony of Larry Brotherson, June 4, 2001, Colorado Exhibit 6Q27 (6Q27) p. 56; Colorado, August 21, 2001, pp. 271:3-271:24.</p> <p>AT&T requested that if Qwest assigned the Agreement to an Affiliate that it become the guarantor of the Affiliate's obligations. They also requested the removal of language regarding the need for one Agreement in merger situations. They also wanted to make it clear that nothing in this Section would abridge their Pick and Choose rights.</p> <p>Qwest agreed to these changes and modified 5.12 as follows:</p> <p>5.12 Assignment</p> <p>5.12.1 _____ Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if CLEC's assign or transfer has an interconnection agreement with Qwest, no assignment or transfer control without the consent of the other Party, provided that the performance of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's</p>	Closed

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			<p>Interconnection agreement and this Agreement assignee's or transferor's interconnection agreement and this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.</p> <p>5.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of CLEC, or any sale, transfer, pledge or other disposition by CLEC of securities representing more than fifty percent (50%) of the securities entitled to vote in an election of CLEC's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by CLEC of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than CLEC, is involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of CLEC, has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement. Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of CLEC, or any sale, transfer, pledge or other disposition by CLEC of securities representing more than fifty percent (50%) of the securities entitled to vote in an election of CLEC's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by CLEC of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than CLEC, is involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of CLEC, has an interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.</p> <p>Intentionally Left Blank</p> <p>5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into Interconnection Agreements under § 252(f) of the Act.</p> <p>Transcript: 6Q27, p. 57</p> <p>AT&T has also proposed a new subsection that would impose restrictions on Qwest's rights to sell its exchanges.</p> <p>Transcript: Arizona June 15, 2001, p. 1147:14-1147:15; Multi-State June 29, 2001, pp. 183-5-211:17.</p>	Closed
G-40	G-39	5.14	<p>The Severability clause was not contested and therefor is not an issue.</p>	Closed
G-40	5.17	AT&T	<p>AT&T requested that the Survival provision be modified to reflect that the Agreement could terminate at other than the end of the term.</p> <p>Qwest agreed to make the requested change and modified 5.17 as follows:</p> <p>5.17 Survival</p> <p>5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two (2) year term completion of the two (2) year</p>	Closed

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G-41	5.18	AT&T	<p data-bbox="410 1183 557 1776">is a termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.</p> <p data-bbox="557 1183 605 1776">Transcript: 6Q27, p. 65; Multi-State June 29, 2001, p. 212:10-14; Colorado, August 22, 2001, pp. 165:15-166:4.</p> <p data-bbox="605 1183 670 1776">AT&T initially proposed a twelve (12) page Dispute Resolution section. As time progressed, AT&T proposed a new provision that emphasized expedited resolution, the availability of other remedies, the ability to arbitrate prior to exhausting the escalation process, a particular process to address cases affecting the capability of a Party to provide uninterrupted, high quality services to its End User Customers, inclusion of J.A.M.S./Endispute rules, rules governing discovery and the arbitrator's decision, confidentiality, and the exclusion of intellectual property disputes from the Section.</p> <p data-bbox="670 1183 719 1776">Qwest agreed to AT&T's changes and modified 5.18 to read as follows:</p> <p data-bbox="719 1183 768 1776">5.18 Dispute Resolution</p> <p data-bbox="768 1183 1060 1776">5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute-resolution process set forth in this Section. Section, provided, that nothing in this Section shall be interpreted to preclude either Party from using available procedures for relief before the Commission. Section, provided, that nothing in this Section shall be interpreted to preclude either Party from using available procedures for relief before the Commission. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive, remedy for all disputes between Qwest and CLEC arising out of this Agreement amendment or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.</p> <p data-bbox="1060 1183 1271 1776">5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.</p> <p data-bbox="1271 1183 1356 1776">5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within thirty (30) days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate a matter is referred to them, such vice-presidential level</p>	Closed

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			<p>representative of their representative with authority to make commitments within seven (7) calendar days after the date of for the Resolution Request, then either Party may demand that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the telecommunications industry. The arbitration proceedings for commercial disputes for commercial disputes shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates AAA dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. All expedited procedures prescribed by the AAA rules in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate.</p> <p>5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.</p> <p>5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt in good faith to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.</p> <p>5.18.3.3 Arbitrator's Decision.</p> <p>5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.</p> <p>5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the</p>	

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			<p>appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.</p> <p>5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) calendar days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or confidential information, in which event the procedures for disclosure of such information shall apply.</p> <p>5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.</p> <p>5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.</p> <p>5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.</p> <p>5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.</p> <p>5.18.8 This Section does not apply to any claim, controversy or dispute between the Party's, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.</p>	<p>Transcript: Multi-State June 29, 2001, pp. 214:18-241:11; Colorado, August 22, 2001, pp. 166:6-175:4.</p>

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G-42	5.19	AT&T	<p>AT&T requested that the term "applicable federal law" be substituted for "the terms of the Act" in the Controlling Law Section.</p> <p>Qwest agreed to this change and modified 5.19 to read as follows:</p> <p>5.19 Controlling Law</p> <p>5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with the terms of the Act the terms of the Act applicable federal law and the state law of Arizona. It shall be interpreted solely in accordance with the terms of the Act the terms of the Act applicable federal law and the state law of Arizona.</p>	Closed
G-43	5.20	WCom	<p>Transcript: 6Q27, p. 70; Colorado, August 22, 2001, pp. 175:4-175:19.</p> <p>Based upon a request by WorldCom, Qwest agreed to add a new subsection 5.20.2 on Environmental Contamination to read as follows:</p> <p>5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.</p>	Closed
G-44	5.21	CLECs	<p>Transcript: 6Q27 pp. 70-71; Arizona May 30, 2001, pp. 183:21-184:18; Colorado, August 22, 2001, pp. 175:20-176:25.</p> <p>CLECs suggested alternative methods to provide Notice under the Agreement and the inclusion of Email, phone and Fax numbers.</p> <p>Qwest agreed with these changes and modified 5.21 to read as follows:</p> <p>5.21 Notices</p> <p>5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown below:</p> <p style="text-align: right;">Qwest Corporation Director Interconnection Compliance 1801 California, Room 2410 Denver, CO 80202</p>	Closed

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			<p> <u>Email</u> <u>Phone</u> <u>Fax</u> </p> <p> With copy to: Qwest Law Department Attention: Corporate Counsel, Interconnection 1801 California Street, 49th Floor Denver, CO 80202 <u>Email</u> <u>Phone</u> <u>Fax</u> </p> <p> and to CLEC at the address shown below: <u>Name</u>: <u>Name</u>: <u>Email</u> <u>Phone</u> <u>Fax</u> </p> <p> If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section 5.2.1. </p>	
G-45	5.23	WCom	<p> Transcript: Multi-State June 29, 2001, pp. 212:25-213:7; Washington July 10, 2001, p04055:13-04057 and 04129:1-23; Colorado, August 22, 2001, pp. 177:1-177:11. WorldCom requested a restatement of the No Third party Beneficiaries provision. Qwest agreed to modify 5.23 as follows: </p>	Closed

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			<p>5.23 No Third Party Beneficiaries</p> <p>5.23.1 Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties (unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties) The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other privilege, right in excess of those existing by reference in this Agreement.</p>	
G-46	5.27	WCom	<p>Transcript: 6Q27 p. 72; Colorado, August 22, 2001, pp. 177:13-177:25.</p> <p>WCom withdrew its comments on the Compliance provision.</p>	Closed
G-47	5.28	WCom	<p>WorldCom withdrew its comment's on the Compliance with CALEA provision.</p> <p>Transcript: Arizona May 30, 2001, pp. 184:21-187:10; Colorado, August 22, 2001, pp. 178:6-178:8.</p>	Closed in Arizona
G-48	5.31	WCom	<p>WorldCom requested a restatement of the Entire Agreement provision.</p> <p>Qwest agreed to the proposal, but has since noticed that the first clause duplicates the first clause in Section 2.1 and has requested that we delete it. 5.31 currently reads as follows:</p> <p>5.31 Entire Agreement</p> <p>5.31.1 This Agreement constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, negotiations, statements, understandings, proposals and undertakings with respect to the subject matter hereof. This Agreement constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, negotiations, statements, understandings, proposals and undertakings with respect to the subject matter hereof. This Agreement, including all Exhibits and subordinate documents attached to it or referenced within, all of which are hereby incorporated herein constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, negotiations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.</p>	Closed
G-49	5.32	Qwest	<p>Transcript: 6Q27 p. 75; Colorado, August 22, 2001, pp. 178:15-178:19.</p> <p>Qwest proposed and the Parties agreed to delete the duplicative Pick and Choose section.</p> <p>Transcript: 6Q27 p. 75</p>	Closed

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G-50	11	CLECs	<p>The CLECs requested the following changes in the Network Security provisions: making the provision on deliberate sabotage or disablement reciprocal; making the applicability of Qwest environmental health and safety, and Central Office fire and safety regulations also apply to Qwest employees; having Qwest provide notice of situations that could jeopardize personal safety or raise a potential for property damage or violations of safety and security regulations that could result in denial of access or stopping work activities.</p> <p>Qwest agreed to these changes and has modified Section 11 to read as follows: There is one Impasse issue in this Section on Revenue Protection.</p> <p>The current SGAT Lite reads as follows (Note that this is not in Revision format):</p> <p>Section 11.0 - NETWORK SECURITY</p> <p>11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.</p> <p>11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.</p> <p>11.3 The Qwest Parties telecommunications networks <u>networks</u> are part of the national security network, and as such, is <u>is</u> protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. CLEC to <u>The Parties</u> are responsible for covering their <u>their</u> employees on such security requirements and penalties.</p> <p>11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure their own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.</p> <p>11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.</p> <p>11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.</p>	Closed

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			<p>11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements <u>while performing work activities on Qwest's Premises.</u></p> <p>11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.</p> <p>11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.</p> <p>11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.</p> <p>11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.</p> <p>11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, <u>Qwest and CLEC</u> employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.</p> <p>11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-US WEST-SECURE. In cases of emergency, CLEC shall call 911 and 1-888-U S WEST-SECURE.</p> <p>11.14 <u>Qwest and CLEC</u> employees, agents and vendors will display the identification/access card above the waist and visible at all times.</p> <p>11.15 CLEC employees with Qwest and CLEC shall ensure adherence by itstheir employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.</p> <p>11.16 <u>Qwest and CLEC</u> employees, agents and vendors will secure and lock all doors and gates.</p> <p>11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.</p> <p>11.18 CLEC'sQwest and CLEC employees, agents and vendors willshall comply with Qwest central-officeCentral Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.</p> <p>11.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere</p>	

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			<p>within the buildings, Wire Centers or other facilities. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar days of the CLEC violation of this provision to CLEC work activity to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved in hazardous work activity; 2) identification of the safety regulation violated, and 3) date and location of such safety violation. CLEC will have five (5) calendar days to remedy any such safety violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such safety violation of which it has received notice within such five (5) calendar days following receipt of such notice, CLEC shall be denied unescorted access to the affected premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.</p>	
			<p>11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.</p>	
			<p>11.21 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.</p>	
			<p>11.22 Except as otherwise provided in this SGAT, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11.1 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.</p>	
			<p>11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises building. Qwest equipment or Qwest services within the facility poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office Supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. Qwest shall provide immediate notice of the non-compliant work activity to CLEC, the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. and 4) remedy for safety violation. If such safety violation non-compliant work activities pose an immediate threat to the safety of Qwest's other Party's employees, interference with the performance of Qwest's other Party's service obligations, or pose an immediate threat to the physical integrity of Qwest's other Party's facilities, Qwest's compliant Party may perform such work and/or take action as is necessary to correct the condition at CLEC's non-compliant Party's expense. In the event CLEC's non-compliant Party disputes any action Qwest's compliant Party seeks to take or has taken pursuant to this provision, CLEC's non-compliant Party may pursue immediate resolution by the Commission or a court of competent jurisdiction expedited Dispute Resolution. If CLEC's non-compliant Party fails to correct any safety non-compliance within fifteen (15) calendar days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar days of written notice of non-compliance, and if CLEC's non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, Qwest's compliant Party may pursue immediate resolution by the Commission expedited or Dispute Resolution.</p>	
			<p>11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.</p>	

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			<p>11.25 CLEC's CLEC's 11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification with may be asked to vacate the premises and Qwest Security with may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) calendar days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.</p> <p>11.26 Building related problems may be referred to the Qwest Work Environment Centers: 800-879-3499 (CO, WY, AZ, NM) 800-201-7033 (all other Qwest states)</p> <p>11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.</p> <p>11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.</p> <p>11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.</p> <p>11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.</p> <p>11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when prior to gaining access into a central office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.</p> <p>11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.</p> <p>11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.</p> <p>11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, and NPA -976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.</p>	

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			<p>11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.</p> <p>11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.</p> <p>11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.</p>	
G-51	18	CLECs	<p>Transcript: Arizona June 15, 2001, pp. 1152:25; Multi-State June 27, 2001, pp. 70:2-96:5; Colorado, August 22, 2001, pp. 178:20-207:4.</p> <p>WorldCom requested that the concept of Examinations be added to the Audit section. CLECs requested that audits or Examinations be conducted in a commercially reasonable manner; clarifications of the need for repeat audits and the bearing of expenses; clarification of expenses for audits and examinations; expansion of the terms regarding corrective actions; inclusion of language on restrictive endorsements; survivability language; and further limitations on the use of Confidential Information.</p> <p>Qwest agreed to make these changes.</p> <p>Qwest agreed to include Examinations, but the parties are at impasse on the scope of Audits and Examinations.</p> <p>The agreed to language reads as follows:</p> <p>18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:</p> <p>18.2.1 Either Party may request to perform an Audit or Examination.</p> <p>18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the</p>	Closed Impasse

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			<p>non-requesting Party.</p> <p>18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.</p> <p>18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.</p> <p>18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.</p> <p>18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.</p> <p>18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.</p> <p>18.2.8 Audit or Examination Expenses</p> <p>18.2.8.1 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting Party. Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting Party. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.</p> <p>18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount</p>	

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G-52 (G-22)	1.8	AT&T	<p>with the Parties' retail marketing, sales or strategic planning.</p> <p>Transcript: Arizona May 31, 2001, pp. 434:20-446:12; Multi-State June 4, 2001, pp. 63:16-78:20; Multi-State June 29, 2001, pp. 244:20-255:4.</p> <p>Qwest agreed to add the following sentence to the previously agreed to language in 1.8.2</p> <p>In addition Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions legitimately related, including legal, technical, or other considerations.</p> <p>However, AT&T has gone to Impasse over two issues:</p> <p>a) Whether or not SGAT or contract provisions expire under the terms of the original contracts if they are selected through pick and choose for incorporation into a new or existing contract</p> <p>b) Is Qwest in compliance with the law in the way it identifies provisions to be legitimately related when a CLEC attempts to opt into provisions form another Agreement under Section 252(i)?</p>	Closed Impasse
G-53	NA	FOR-7	<p>Transcript: Arizona June 1, 2001, pp. 605:16-633:20; Multi-State June 29, 2001, pp. 82:15-101:4; Colorado, August 22, 2001, pp. 246:6-250:8.</p> <p>Voluntary CLEC UNE forecast data to be submitted to Qwest. CLEC's want Qwest commitment to incorporate outcome of joint planning process along with commitment to keep information privileged. Qwest claims no obligation to use forecast.</p>	Closed
G-54	12.2.1.9 12.2.1.10 12.2.6		<p>Transcript: Arizona June 15, pp. 1147:16-1152: 19; Colorado, August 22, 2001, pp. 250:8-251:9.</p> <p>AT&T questions the reference to orders, and asks, Is Qwest unlawfully limiting the number of orders CLECs may place? AT&T has concerns as to what constitutes a "complete and accurate" LSR. SGAT 9.2.4.4 has been amended to clarify its meaning and intent</p> <p>Qwest stipulates that there is no limitation on the number of LSRs that can be made in a day, rather there is only a limitation regarding the number of lines or loops within an LSR. SGAT 12.2.1.4.2 refers to a "functional set" of information to be provided on an LSR and that IMA Guidelines are referenced as the guide for filling out LSRs. The statement "Detailed ordering processes are found on the Qwest wholesale website." has been added to SGAT 9.2.4.1 (5-Qwest-63).</p> <p>New Edge contends there is no PID that provides for measure on LSR completeness and accuracy, just number of rejections. LSR's rejected during testing will be observed for completeness and accuracy.</p> <p>Qwest addressed the CLECs' concern by adding 12.2.1.9 and subsections, 12.2.1.10, and making changes to 12.2.6, as shown: See OSS 3.</p>	Closed
G-55	Loop-38		<p>Transcript: Colorado, June 21, 2001, pp. 214:3-232:8; August 22, 2001, pp. 251:10-252:12; Multi-State June 27, 2001, pp. 116:3-137:15, 175:25-183:20 and 242:21-254:15; Multi-State June 27, 2001, pp. 4:7-23:7.</p> <p>AT&T is concerned about intervals on reappointed orders.</p> <p>CR#5371475 raises the issue, is there, or is there not, a minimum of 5 days to reschedule UNE loop cutovers? AT&T asks what is interval on reappointment of loop orders?</p> <p>ATT is checking</p>	Open

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G-56	9.21.1	LSPLIT-13	<p>WCOM and Covad had concerns about the use of the term "existing" in § 9.21.1. Basic provisioning requires that UNEP service be in place before retail DSL is offered. The OBF standard details procedures that are required to establish DSL service. Voice grade service must be activated and a telephone number must be obtained, as prerequisites to ordering DSL service. WorldCom wants SGAT to reflect end-to-end service activation time, process and intervals entailed.</p>	Closed
G-57	6.2.12 5.4.2 5.4.3	14-6 Resale	<p>Closed in Loop Workshop.</p> <p>Add language that allows the Commission on a confidential basis to receive notification from Qwest if it is discontinuing processing orders or disconnecting a company.</p> <p>Qwest has agreed to make these changes as follows:</p> <p>5.4.2 One Party may discontinue processing orders for the failure of the other party to make full payment for the relevant service, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar days following the payment due date. The billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the billing Party may require a deposit (or additional deposit) from the billed Party pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p> <p>5.4.3 The billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar days following the payment due date. The billed Party will pay the applicable reconnect charge set forth on Exhibit A required to reconnect each resold end user line disconnected pursuant to this paragraph. The billing Party will notify the billed Party in writing and the Commission on a confidential basis at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business day notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant service. Additionally, the billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	Closed

Transcript: Washington July 10, 2001, p04053:3-04054:7; Colorado, August 21, 2001, pp. 251:9-257:17, August 22, 2001, pp. 117:15-117:25.

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G-58	7.2.2.8.2 5.16.9	Covad	Whether Qwest will agree to provide some of its colocation-related forecasting information in connection with joint planning meetings; and if so, how much or the scope of the information that will be provided to CLEC. Covad has withdrawn this issue. CLEC ability to publish aggregated forecast data, including integrated Qwest and CLEC data.	Closed
G-59		WCom	Qwest agreed in Colorado that CLECs could use their forecasts aggregated with other Carriers forecasts under the condition outlined in Section 5.16.9.1. XO requested clarification of how information can be used for Publicity purposes.*	Closed
G-60	5.25	XO	Qwest has agreed to modify 5.25 as follows: 5.25 Publicity 5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings. that it might initiate to enforce this Agreement. that it might initiate to enforce this Agreement.	Closed
G-61	5.30	AT&T XO	Transcript: Multi-State June 29, 2001, pp. 213:8-214:5; Washington July 10, 2001, p04054:21-04055:5; Colorado, August 22, 2001, pp. 260:17-260:23. AT&T and XO have requested clarification of the Amendment section.* Qwest has agreed to their suggested language and modified 5.30 to read as follows: 5.30 Amendments 5.30.1 When this document is being used as an interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties. When this document is being used as an interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties. Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.	Closed

Transcript: 6Q27 pp. 74-75; Colorado, August 22, 2001, pp. 260:24-261:18.