

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 73

Case No. QWE-T-06-17

AT&T

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Billing (Connectivity Billing) Team.
- b. Notes of every meeting involving Qwest and the Billing (Connectivity Billing) Team.
- c. The number of hours spent (to date) by the Billing (Connectivity Billing) Team providing services to Qwest.
- d. A description of the work performed by the Billing (Connectivity Billing) Team.
- e. Any written document describing the work to be performed by the Billing (Connectivity Billing) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Billing Connectivity Team based on work productivity and staffing availability. This response is continuing and Qwest will supplement it as information becomes available.

Respondent: Tina Colvin

State Of Minnesota
 Department of Commerce
 INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Collocation Team.
- b. Notes of every meeting involving Qwest and the Collocation Team.
- c. The number of hours spent (to date) by the Collocation Team providing services to Qwest.
- d. A description of the work performed by the Collocation Team.
- e. Any written document describing the work to be performed by the Collocation Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. Notwithstanding and without waiving the objection Qwest states:

- a. Qwest implemented a new policy of providing APOT within 24 hours of completion; educated Eschelon on Qwest's policies of responding to 2 options listed on applications and/or working with SICM to develop alternatives, of new collocation relinquishing policy and of existing CLEC to CLEC collocations. Explained how orders in batches of 10 or more will be staggered over seven days as a means of prioritization. Assigned a collocation project manager. Investigated how to rectify odd lots of APOT, developed process to fill in the gaps.
- b. See Trade Secret Attachment A.
- c. 4-5 meetings lasting 1-2 hours each for committee members. Unquantified hours for product people that internally worked issues and for the collocation project manager.
- d. Team identified issues, discussed procedures and policies, formulated action plans and agreed on steps to resolution. Issues addressed: Augmentation timelines, alternatives when applications are rejected, collocation relinquishing policy, CLEC to CLEC collocations, prioritizing collocation applications, project management, and Mpls APOT that is in less than 100 count increments.
- e. No written documentation has been retained.

This response is continuing and Qwest will supplement it as information becomes available.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

PUC Docket No.: P-421/C-02-197

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 103:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 103 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 103 should be protected from public disclosure.

Minutes of Eschelon/Qwest Meeting on January 26, 2001

Invitees/Attendees:

[Trade Secret Data Begins

Eschelon:

- Karen Clauson, Director of Interconnection
- David Kunde, Executive Vice President
Operations and Engineering
- Jeff Oxley, Vice President and General
Counsel
- Lynne Powers, Vice President Provisioning
and Repair
- Richard A. Smith, President & COO

Qwest:

- Cathy Augustson, Service Delivery Process
- Becky Boyd, Network
- Bill Campbell, Product Management
- Diane Dicbel, Network
- Christie Doherty, Service Delivery
- Jasmin Espy, Product Management
- Dana Filip, Service Delivery
- Tiffany Hale, Network
- Arturo Ibarra, Custom Solutions
- Steve Kast, Interconnect Service Center
- Mike Marshall, Service Delivery Process
- Audrey McKenney, Wholesale Business
Development
- Freddie Pennington, Product Management
- Linda Pike, Wholesale Billing
- Kathy Rein, Interconnect Wholesale Service
Center
- Judy Rixe, Account Management
- Kevin Saville, Account Management
- Wayne Spohn, Custom Solutions
- Penny Spurgeon, Wholesale Billing
- Marian Wilcox, Information Technologies
- Randy Williams, Network

I. Initial Remarks

A. Qwest Expectations for Meeting (Filip):

- 1) Discuss Eschelon's prioritized list of service quality issues and explain how organizational and other changes underway at Qwest are expected to respond to those issues.
- 2) Identify gaps in coverage of service quality issues; decide next steps.
- 3) Discuss UNE-E agreement issues.

B. Eschelon Expectations for Meeting (Smith):

- 1) Eschelon has performed as agreed upon: no opposition in 271 proceedings, no filing of complaints, payment in full of resale bill. Qwest has not followed through in implementing UNE-E agreement. Qwest's service quality has not improved.

- 2) Service quality is unacceptable. We need to decide on a process for resolving service issues. Recommend using Eschelon/Qwest teams rather than funneling all communication through account team. Establish monthly report card review. Eschelon will relinquish MN DMOQs (financial remedies) in exchange for service quality billing adjustments based on report card in all states.

We are to resolve UNE-E economic issues within 10 days: resale bill credits, access revenue for October, number of lines in base, whether EAS is included in recurring rate, nonrecurring charge for new UNE-E lines, AZ UNE-L coordinated cut charge, treatment of base, ordering of new lines.¹

Qwest will provide credit on resale bills for October and November next week or will wire money. Qwest will cooperate in resolving October access dispute and tell Eschelon its count of lines in Eschelon's base next week. Qwest will consider report card proposal and billing adjustment proposal. Qwest is moving functions. Dana Filip has all service/process issues. Teams are in place to fix service issues. McKenney and Smith will resolve AZ UNE-L coordinated cut charge off-line. (McKenney)

Christie Doherty and Wayne Spohn are in Dana Filip's organization. They are responsible for all service, escalations and project management. They are building "Centers of Excellence" for collocation processing, project management, and other areas. After restructuring is complete, Qwest will provide Eschelon with escalation lists. There will be clear lines of responsibility and accountability. Restructuring begins in mid-February. The expectation is that service centers will be realigned by June (with the roll-out beginning March 1). (Filip)

Eschelon will have an integrated (virtual) service center. Toni Dubuque will handle all types of service center work for Eschelon, irrespective of where that work is actually performed. (Doherty) Pat Levene and Bill Fellman will be in Dubuque's group. (Saville)

II. Discussion of Service Quality Issues

A. UNE-L Cuts.

1. Eschelon's Measurements Show 85% of Qwest UNE-L Cuts in January Were of Unsatisfactory Quality.

Eschelon regards Qwest's performance on UNE-L cuts as unsatisfactory - 85% of cuts in January were of unacceptable quality. (See attached handouts.) Cutover trial resulted in average time per loop cut being substantially less for trial centers than other centers. (13.85 versus 22.13 minutes.) Still, both measures are far from meeting the standard (5 minutes). Eschelon measures cut from the time testers are in contact until CO tech reports cut is complete or TAC determines cut is complete. Eschelon has TAC on site for each cut. January was a light month for cutovers. Eschelon seeks to perform 4,000 UNE-L cuts per month plus migrations but cannot do it at this

¹ In addition, Eschelon has asked Qwest a series of questions about DSL pricing that need to be addressed.

level of service. Qwest performance cripples Eschelon migration and loop cut efforts. Other ILECs manage better performance - 98% without problems, no need for CLEC presence at customer site.

2. Eschelon's Suggested Service Improvements.

The process used in loop cut trial works; problem is that Qwest does not always follow the process. Eschelon believes line by line procedure is best because, if there is a problem with a line, the others still work and the customer remains in service. (Kunde)

Qwest should not pull techs away from cuts to do repairs. Techs leave work unfinished and put Eschelon customers out of service. Qwest should have separate repair and cutover resources. Qwest should also consider the Frame Due Time approach being implemented by other RBOCs. (Kunde)

Eschelon requests UNE-L orders be sent to RID system to determine if line IPG before Qwest sends FOC. Eschelon wants notice of IPG 48 hours in advance of cut. (Kunde)

Eschelon observes that MPAC is frequently down without notice and with no indication of when it will come back up. Qwest needs to keep CLECs better informed. (Powers)

Eschelon believes there are resource issues in Qwest COs in OR, WA, MN, AZ, and UT. (Powers)

3. Qwest Responses.

Cutover trial will end in a couple of weeks. Qwest will need to review results to determine whether Qwest is prepared to agree to extend trial on a permanent basis. (Saville)

Qwest has a team working on IPG. Team is considering 48-hour notice, examining service order process. There will be a conference call on January 31 with Qwest wholesale and network reps. Qwest hopes to have a response on what its improvement plan is after the call on the 31st. (Augustson)

Qwest agrees that prewiring is part of cut process and that it does speed the lift and lay. Qwest needs to analyze why the Design Verified Assign (DVA) is not being completed. Williams and Saville will analyze Eschelon orders involving prewiring failures. (Augustson/Williams)

Qwest will look at the Frame Due Time approach.

Qwest explained it is in the process of backfilling vacancies caused by retirees, but significant training is required. Qwest has increased staffing at Bellevue CO and elsewhere. Repair is highest priority - provisioning resources do get moved to repair because it is important that customers don't go out of service. Qwest indicated that it would be helpful if Qwest had better capability to control scheduling, and it is working on an appointment scheduler (but that scheduler will not be available through IMA). Qwest did not have a date by which the

appointment scheduler would be available. Qwest COs will also try to do a better job of letting Des Moines know when they are busy. (Williams) Doherty will provide to Eschelon a readout of what the Qwest team is doing and its timeline. Responsibility for cutover improvement belongs to Dar a Filip.

4. Qwest Proposal.

Qwest wants Eschelon to use UNE-E in wire centers that have a lot of IPG. (McKenney)

Eschelon does not regard that as a solution. Eschelon does not want to strand investment in collocations. Usually IPG difficulties can be worked around with advance notice. Jeff Thompson of Qwest has stated that having orders go through RID would help. Qwest also indicated in C CMP that Qwest is evaluating methods for unbundling IPG, and Eschelon has asked to remain apprised of any progress. (Kunde/Powers)

B. Repair

Eschelon presented repair data for unbundled loops and T-1s. Qwest repair performance was unsatisfactory in December and January. Translation repairs were particularly time-consuming – mean time for repair 44.8 hours in December and 31.7 hours in January. Three-fourths of Eschelon lines are in Minnesota, so more problems are observed in Minnesota. (Powers)

Qwest requested trouble ticket numbers. (Diebel) Powers will provide. Responsibility for improving repair belongs to Filip.

C. Network – LIS Trunking.

Eschelon presented data showing 31% of LIS trunking orders were held across our six markets, even though Eschelon provided advance forecasts to Qwest. This is unsatisfactory. Eschelon said Qwest did not engage in adequate cooperative planning for LIS trunking. Eschelon stated that Denver would be the site of its next switch coming on-line. (Powers)

Qwest will undertake joint planning for Denver LIS trunking (and network planning generally) with Eschelon. Wayne Spohn is responsible.

D. Network – T-1s.

Eschelon presented data from February, 2000 through January 23, 2001 showing 45 percent of all T-1 orders were either held or were provisioned with defective loops. This is unsatisfactory. (Powers) Eschelon will provide T-1 information. (Kunde) Since February of 2000, Eschelon has repeatedly asked Qwest to provide a written policy on held orders.

E. Held Order Policy

Qwest previously promised a written policy statement by January 31. However, that will be delayed. No firm date was given but end of February was suggested. (McKenney) Qwest stated

that it will not build new facilities for wholesale. Eschelon must escalate issue with Qwest. (McKenney)

F. Resale - Day of Cut Issues.

Eschelon states that while CENTREX conversions are managed, 1FB conversions are not. Eschelon experiences substantial feature problems with 1FB conversions and spends significant time resolving them. Eschelon finds the escalation process in Denver extremely unsatisfactory. Qwest prevents Eschelon from creating repair tickets on these lines until 72 hours after cut. Eschelon requested a 72-hour hold for 1FB lines, similar to that for Centrex lines. (Powers)

Qwest indicated that it had not seen a need for a 72-hour hold from other CLECs. Qwest stated that it was not having the problem with the Denver Center with other CLECs (Powers disagreed). Qwest will provide a service management escalation list for 7 x 24 coverage. Qwest also agreed to have Terry Simmons talk with Eschelon about the Denver Center issues. (Doherty)

G. Account Team.

1. Collocation Project Manager.

Eschelon has entered into portions of Rhythms amendment to get augments done in 30 days. However, that process applies only after a time lag, and the forecasting requirements are often onerous. Some current augments are subject to the previous process, which is very lengthy. Eschelon requests project manager from Qwest to work until approximately June to move augments along as dictated by common sense. (Clauson) Eschelon is willing to pay for project management resource. (Smith) McLeod has had collocation project management from Qwest. (Powers)

Qwest believes its new center for collocation excellence will help. (Filip) Becky Boyd will be meeting with Eschelon people on February 2 to discuss. Qwest will get back to Eschelon on request for project manager. (McKenney)

2. DSL Manager.

Eschelon is planning on rolling out Qwest DSL product on March 1. Eschelon is seeking training on products, how to track down problems, and reporting. Eschelon requests a DSL project manager. Currently, Covad provides one full-time and two half-time representatives to support DSL. (Powers, Clauson)

Qwest will respond to Eschelon's needs. (McKenney) A meeting is scheduled on Tuesday to discuss DSL issues. (Saville)

3. Billing/Pricing Manager.

Eschelon needs a Qwest resource for resolving billing and pricing issues expeditiously. Eschelon wants to resolve issues on a monthly basis. Qwest resource should have authority to resolve issues. (Powers)

Qwest resource for this are Arturo Ibarra, Freddie Pennington, and someone from Christie Doherty's group after initial UNE-E issues are resolved by McKenney / Smith. (McKenney)

H. UNE-E issues.

Eschelon requests a presentation on pricing. Eschelon is concerned about what line USOCs in its base will be billed at UNE-E rates. Eschelon expects all but a very few lines in its base will be billed at UNE-I. rates. Eschelon will provide to Qwest the list of line USOCs that Qwest previously indicated it would include in the line count, which appears to be too limited to cover all lines. (Clauson/Smith)

Qwest will resolve issue of base line count and other UNE-E economic issues in 10 days. (McKenney)

I. Report Card.

Eschelon will produce monthly report card for Qwest for each state. January report card will be provided to Qwest on or before February 22. (Powers) Eschelon believes Qwest's commission approved prices are for high quality wholesale service. When Eschelon receives unsatisfactory service, it is not getting what it is paying for. Eschelon wants bill adjustments for poor service in each state. If Qwest agrees to this, Eschelon will relinquish Minnesota DMOQs. (Smith)

Qwest will review report card. Qwest will consider Eschelon's proposal. (McKenney)

Smith and Filip will meet during the last week of February to discuss the report card.

SLIP SHEET

Opportunities/Issues: Qwest Collocations

DOCKET NO. 1421, DI-01-814
 DOCID: 189
 ATTACHMENT

Eschelon Implementation Team Members - Collocation			
Name	Role	Phone	Email
Paul Hanser	Director Switch Engineering and SS7 (Primary Contact)	612-436-6405	phanser@eschelon.com
Dennis Ahlers	Senior Attorney	612-436-6249	ddahlers@eschelon.com
Dave Kunde	Executive Vice President of Operations and Engineering	612-436-6691	dakunde@eschelon.com
Salish Tiwari	Vice President of Engineering and Network Implementation	612-436-6669	sctiwari@eschelon.com
Rene Lerma	Collocation Engineer	612-436-6403	rlerma@eschelon.com
Garth Morrisette	Manager of Regulatory Affairs	612-436-6223	gmmorrisette@eschelon.com
Ellen Gavin	Outside Counsel	612-866-7876	egavin@pro-ns.net

Qwest Implementation Team Members - Collocation			
Name	Role	Phone	Email
Judy Rixe	Account Manager	612-663-5228	jrix@uswest.com
Bill Fellman			
Becky Boyd		612-663-1743	wfellma@uswest.com
TBD			
TBD			

Date: 1/24/01

Events/Activities:

12/00: Paul Hanser and Rene Lerma met with Bill Fellman and identified collocation issues that need to be resolved.

1/12/01: Eschelon provided to Dana Filip, Sr. VP, of Qwest Wholesale Quality of Service Operations, a list of Priority Quality of Service Issues, including decreasing the augmentation process from application to buildout, providing project management support for collocation, and expediting the backlog of pending collocation requests.

1/16/01: Eschelon asked Qwest to inquire internally as to dates of availability for a joint collocation meeting.

Last Updated - 01/25/01 at 12:40 PM by Karin Allers

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 CONTAINS TRADE SECRET DATA

Opportunities/Issues

Priority #	Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
High	1	<p>To increase efficiency by decreasing the augmentation process time interval from collocation application to build-out.</p> <p>Eschelon has submitted applications for build-outs of physical collocations and for Augments such as single DS3s. The current Build-out for any APOI Augment is 90 Days; similar to the Build-Out period of a 10'X10' Crillo cage with power/associated APOI. In all Markets save for Salt Lake City, the interval for all Build-outs remains 90 days. Salt Lake City constructs all requests within 45 days. Eschelon requests the same interval for all existing and future markets.</p>	<ul style="list-style-type: none"> • Deliver quotations to Eschelon when completed. Do not wait until the activity shows up on the project schedule before providing. • Provide deliverable within 30 days if infrastructure is available. • Establish procedure for obtaining 3rd party space (caged or cageless) when it is returned to Qwest. • Provide space options when requested infrastructure is not available. Recommend adjacent space, smaller foot print, etc... • Incorporate build intervals associated with the scope of work required to fulfill Eschelon's request. (i.e. provide a single DS3 = 30 days; build a 10'X10' cage = 45 Days etc.) 	<p>Eschelon identified this issue to Dana Filip on 1/12/01.</p> <p>To be discussed at meeting scheduled to take place on 2/2/01.</p>

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High	2	<p>To improve communication between companies and ensure that Qwest provides timely, knowledgeable assistance to Eschelon in establishing and augmenting collocations.</p>	<ul style="list-style-type: none"> Eschelon has been unable to obtain timely, knowledgeable assistance from Qwest concerning various collocation issues. A Qwest collocation project manager who is familiar with all of Qwest's current collocation processes and functions and with Eschelon's network and needs would increase the efficiency of the collocation process for both companies. An example of a problem that recently arose due to the lack of a dedicated Qwest collocation project manager is: Collocation payments are issued via wire transfer and rarely communicated to Qwest's billing agency. The result is multiple billing and inaccurate records of what has been paid and what is due for payment. Two collocations, Vancouver Orchard and Portland Cherry were both paid via Wire Transfer to Eschelon's Account Rep, Judy Rixe. The payments were issued on 1/7/00 and 1/5/01 respectively, however Qwest indicated that payment was never received for either collocation. Consequently, circuit orders were cancelled until Qwest could verify that payment was, in fact, received on the dates mentioned above. 	<ul style="list-style-type: none"> Establish a Minneapolis based Qwest Project Manager to support Eschelon in all states on collocation issues. This Project Manager would: <ul style="list-style-type: none"> Coordinate on-going issues, project status, forecasting and opportunities; Conduct reviews and communicate Qwest process and organizational functions; Assist Eschelon in creating space applications when Qwest processes change and in establishing project priorities; Establish a Qwest owner of our collocation opportunities and issues. 	<p>Eschelon identified this issue to Dana Filip on 1/12/01.</p> <p>Payment issues have now been resolved concerning the two collocations mentioned and Bill Fellman is identifying the most efficient means of relaying payment information to Qwest's Billing Agency. Awaiting proposal/remedy from Qwest concerning this particular problem.</p> <p>This issue and Eschelon's proposed recommendation to be discussed at meeting scheduled to take place on 2/2/01.</p>
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High	3	<p>To simplify interconnection between CLECs in order to minimize the timeline to provide service to customers.</p>	<ul style="list-style-type: none"> Under the New Collocation Application (Version 6.0) the CLEC to CLEC portion of the application no longer exists. Although Qwest allows for CLEC to CLEC interconnection within its Central Offices, there is no formal procedure for applying to other co-providers. 	<ul style="list-style-type: none"> Reestablish an application process that includes the CLEC to CLEC option. Minimize application timeline to determine cable routes - 30 days is recommended. 	<p>Paul Hanser and Rene Lerma identified issues with Bill Fellman during December meeting. To be discussed at meeting scheduled to take place on 2/2/01.</p>
High	4	<p>Reduce Qwest's project management expense and timelines by reducing the application and build-out timelines.</p>	<ul style="list-style-type: none"> Application and build out timelines are longer than necessary. 	<ul style="list-style-type: none"> Offer an on-line infrastructure reservation and ordering process to Eschelon. Allow Eschelon the ability to reserve and order power, APOT, space and other collocation infrastructure on-line. Allow Eschelon the ability to gain application or build-out status in near real time. 	<p>To be discussed at meeting scheduled to take place on 2/2/01.</p>

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High	5	<p>Reduce cost, improve quality and reduce timelines by streamlining and correcting existing process issues.</p>	<ul style="list-style-type: none"> • Some Qwest collocation processes are costly, inefficient and/or cause service delays. 	<ul style="list-style-type: none"> • Decrease initial collocation application and build-out timeline to a maximum of 90 days. • Assign APOT to existing DS0 cabling in Minnesota market. • Provide immediate repair assistance on cable wiring issues. • Add option on application for Qwest or Eschelon to run ICDF jumpers. • Provide standard labeling of cables across all states (i.e. PST05 12 1-100, 101-200). • Allow Eschelon to recoup cost from inaccurate cable lengths. • Provide power cabling and APOT specification 30 days before 100% payment. 	<p>Paul Hanser and Rene Lerma identified issues with Bill Fellman during December meeting.</p> <p>To be discussed at meeting scheduled to take place on 2/2/01.</p>
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CONTAINS TRADE SECRET DATA

High	6	<p>To determine acceptable standards for collocation provisioning to ensure reliable quality service.</p>	<ul style="list-style-type: none"> Eschelon and Qwest should agree on acceptable standards for collocation provisioning by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve DSL service within both organizations. 	<ul style="list-style-type: none"> Eschelon and Qwest to agree to create and track such measurements. For all intervals/measures, a structure or process, such as incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met. 	<p>To be discussed at meeting scheduled to take place on 2/2/01.</p>
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NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

State Of Minnesota
 Department of Commerce
 INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Cutover (Loop Cutovers/Hotcuts) Team.
- b. Notes of every meeting involving Qwest and the Cutover (Loop Cutovers/Hotcuts) Team.
- c. The number of hours spent (to date) by the Cutover (Loop Cutovers/Hotcuts) Team providing services to Qwest.
- d. A description of the work performed by the Cutover (Loop Cutovers/Hotcuts) Team.
- e. Any written document describing the work to be performed by the Cutover (Loop Cutovers/Hotcuts) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

- a. Qwest and Eschelon performed a cutover trial, which resulted in the creation of the cutover center in Omaha. That center is known as the Qccc. The Qccc handles all coordinated cuts, which are orders that have a specified time during which the order must be worked.
- b. Qwest has no notes from the meeting with Eschelon in regards to the cutovers.
- c. Qwest had weekly 1 hour meeting with Eschelon during the trial which lasted about 8 weeks. Qwest continues, even today, to have meetings with Eschelon and the Qccc every other week lasting 1 hour each.
- d. The team discussed the orders that were to be cut, and out of which Central office so Qwest could have central office techs available for those cuts. The team discussed any problems that occurred during the cut and discussed how to solve those problems. The team started the 48 hour dial tone check because of those meetings. The team made the testers notes much better and more specific because of those meetings so that if and when a problem does occur Qwest can find out why it happened and what/or who is the responsible party. The Qccc does random checks on the orders today to make sure that process is being followed.
- e. See Trade Secret Attachment A.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota
Department of Commerce Against Qwest Corporation

PUC Docket No.: P-421/C-02-197

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to
Qwest's Response to DOC Information Request No. 104:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 104 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 104 should be protected from public disclosure.

[Trade Secret Data Begins



"Pete Vielhaber" <pvielha@uswest.com> on 10/04/2000 06:48:25 AM

MINNESOTA
DOCKET NO. 1421/C-02-197
DOC 02-104
ATTACHMENT A

Please respond to pvielha@uswest.com

To: Phil Skinner/COMPLEX/USWEST/US@USWEST, gshypul@uswest.com, "Toye, Denise" <dtoye@uswest.com>, "Newman, Janet" <jnewma@uswest.com>
cc: dtombis@uswest.com, jrix@uswest.com, Ray Burton/COMPLEX/USWEST/US@USWEST, caugust@uswest.com, Mary Madill/COMPLEX/USWEST/US@USWEST, "Leech, Debora" <dleech@uswest.com>, "Ellison, Pamela" <pelliso@uswest.com>, "Kline, Rosemary" <rkline@uswest.com>, "Saulters, Michelle" <magilli@uswest.com>
Subject Disc In Error

Phil- Please have your testers follow the proposed change below.
Deni- Process change?
Janet- Please get this to our testers.

Jerry- Talked to some of my testers and the local RCMAC last night about the issue concerning the 11:00pm "auto-disconnect" on Eschelon's (and other CLECS) orders. We've discovered that many times when we call RCMAC and ask for the D-Order to be held, the RCMAC only puts a hold on the "combo order". This seems to correlate with many of the orders that have been disconnected in error.

Beginning immediately, we will request RCMAC to put a hold on both the Combo Order and the D-Order. Maybe Dawn can help with process and compliance on the RCMAC side. Of course, we will continue to contact the "Call Handler" to get the dates moved out on all the orders.

Pete Vielhaber
(515) 286-5645

 -att1.htm

begin:vcard
n:Vielhaber;Pete
tel;pager:(515) 286-2709
tel;fax:(515) 241-1393

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CONTAINS TRADE SECRET DATA

Eschelon Minneapolis Trial Proposal

MINNESOTA
DOCKET NO. P421C-02-197,
DOC 02-104
ATTACHMENT

Problem Statement:

Eschelon (CLEC) has concerns with Qwest's current performance on coordinated cuts for UBL orders. Their areas of concern are:

- Qwest Cut activity on day of cut is taking an excessive amount of time to completion and their end user is out of service during this entire time.
- Cut problems include issues such as:
 - Facility and Eschelon dial tone issues discovered because proper pre/post ANI was not performed.
 - Jumpers not pre-wired and this is adding to end user downtime.
 - RCMAC disconnect order being worked prematurely.

Objective:

Joint trial in (Eschelon to provide two central offices from the following areas; Portland, Seattle or Minneapolis-St. Paul area) to Improve UBL Coordinated Cut Process

Scope:

- Trial to be conducted in two (2) central offices in either Portland, Seattle or the Minneapolis-St. Paul area.
- Trial period would be for 60 days.
- Tentative starting date is Monday Nov. 13, 2000. Trial would go through to January 13, 2001. The starting point would be any orders with coordinated cuts scheduled for November 13th and continue on through January 13th.

Process Tasks:

- Qwest would request Eschelon to "stagger" the coordinated cut times if multiple cuts on the same day at the trial central offices on the upfront LSRs received from Eschelon.

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- Eschelon will also make sure telephone numbers have been prep'd for number portability within 12 hours of receipt of FOC.
- On the DVA date, which is 48 hours before Due Date, the central office technicians will do the pre-wire work and do an ANI on the QWEST cable pair. Any facility issues uncovered at this time will follow normal problem solving process including an immediate call to the Des Moines Test Center to alert Eschelon of the facility issue and if the coordinated cut date is in jeopardy.
- On the Due Date, at the commitment time, the implementer will contact Eschelon to verify that the cut is still on. The implementer will establish the open line between the central office technician and Eschelon. The central office technician will stay on the line with Eschelon, unless both parties agree to the cut method.
- Eschelon will identify which cuts need to be done Line-By-Line and which ones can be grouped.
- Qwest would request if the group of cuts involve a total of 10 or less, the central office will keep the line open with Eschelon, if cut is larger than 10, the central office would go do the cut and call the Implementer and Eschelon back upon completion. All line-by-line cuts would be done with the open line between Eschelon, central office technician and the implementer.
- For the actual "lift and lay" cut, the central office technician would perform the cut, check for Eschelon dial tone and perform an Eschelon ANI (dial 711).
- The central office technician will come back to the line and then Eschelon will do their tests, port the telephone number and accept the service. What time frame are we working on here for Eschelon to accept service? Can we establish a target time? This will help determine if central office tech needs to stay on line.
- Upon completion of the cut, the Implementer will then contact the RCMAC to work the disconnect order.
- The central office technician will remove the old jumpers without interrupting the new UBL service.
- Any jeopardy condition encountered during the cut will have all parties attempting to resolve while on the open line. If the jeopardy condition cannot be resolved in a reasonable time period, the cut will be ended and any service restored to previous state.

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➤ RCMAC will be contacted to make sure the disconnect order is not worked prematurely until jeopardy condition is resolved and/or new due date established.

➤ If a problem is discovered by Eschelon within 24 hours of the cut, Eschelon will contact the Implementer involved with the cut.

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SLIP SHEET

**Eschelon Telecom
Coordinated Cutovers of Unbundled Loops With LNP**

I. Issues and Recommendation

Eschelon Telecom has raised numerous quality, timeliness and staff resource issues associated with Qwest unbundled loop conversions. Under the terms of the business-to-business deal with Eschelon, these issues will be escalated to Greg Casey, Executive Vice President Wholesale and ultimately Joe Nacchio, CEO (in 10 business days) if Qwest does not provide a substantive plan to resolve Eschelon's concerns on Tuesday, February 27, 2001. The team¹ addressing Eschelon's loop conversion issues recommends that Qwest negotiate and implement a project plan with Eschelon to convert resold/UNE platform lines in mass on a Central Office by Central Office basis.

II. Background

- Since Eschelon started turning up their facility-based network in early 2000 they have consistently reported that conversion of unbundled loops to their network has been a chronic problem both in terms of quality and timeliness of work completed.
- Since 3/00 Eschelon and Qwest has had *weekly* joint calls to address cutover issues.² These calls have been effective in resolving specific issues on specific orders and have also identified some process gaps. These weekly meetings have, however, done little to address Eschelon's concerns regarding coordinated cutovers.
- Eschelon has averaged approximately 2000 coordinated loop conversions per month. By end of year 2000, Eschelon had 17,580 loops installed on their own local switching facilities.
- January 2001 - Eschelon identifies objective for installation of unbundled loops onto their own local switching facilities. Eschelon estimates conversion of 21,179 lines from existing base of resold lines and 62,755 newly acquired lines.
- 1/31/01 Eschelon submitted an Unbundled Loop forecast indicating an intent to convert in excess of 83,000 lines in 2001:

Summary by State:	# of Loops
Arizona	18,676
Colorado	3,754
Minnesota	14,208
Oregon	19,782
Utah	9,478
Washington	18,036
Total Loops	83,934

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¹ Team includes Kevin Saville, Ken Beck, Lori Weaver, Jerry Shypulski, Cathy Augustson, Janet Newman (for Deb Leech), Denise Toye (for Diane Diebel), Pat Levene and Judy Rixe.

² Qwest has participation from: account team (Judy Rixe and Pat Levene), Test and Turn-Up (Pete Vielhaber, Phil Skinner), Central Office (Lori Weaver), Denver Interconnect (Stephanie Skarbeck), Duluth Order Writing (Kerry Lapcinski) and unbundled process (Cathy Augustson).

II. Cutover Trial

As part of November 2000 business-to-business deal negotiated with Eschelon, Qwest agreed to conduct six-week loop cutover trial with Eschelon. Jerry Shypulski worked with Eschelon to develop a trial conversion process customized to Eschelon's requirements in six central offices (two each in Minneapolis, Seattle and Portland). This trial process actually encompassed much of the standard M&P used for all co-providers, the major deviation being a commitment for the tester and COT to remain on the telephone with Eschelon while the cut is taking place. The trial ends on February 28.

Eschelon's primary objective for the trial was to reduce the average loop cutover time down to five minutes or less. The empirical results from the trial, however, are mixed. During the period of the trial Eschelon reports that Qwest averages 22 minutes per line on coordinated conversions in offices that were not part of the trial. For the six offices subject to the trial, Qwest improved to 13 minutes per line.

III. Eschelon Proposed Standard versus 271 PID Standard for Loop Cutovers

On February 27th, Eschelon will begin delivering a Service Quality Report Card. (January results to be presented 2/27/01). Per Eschelon's new report card structure, the standard they would like to hold Qwest to is: Lift and Lay Interval for Unbundled Loops ≤ 5 minute per line. Eschelon is demanding the 5-minute interval because its process is to have a technician on sight at the customer's premise to monitor the cut. Extended cut times result in longer technician down time at the customer location. Qwest currently is not in a position to meet the 5-minute per line standard sought by Eschelon. Even operating under the loop cutover trial processes, 71 of 79 (90%) of cuts failed to meet Eschelon's 5 minute per line standard.

The 271 Regional Oversight Committee (ROC) PID considers a loop cutover as on-time if it is completed within one hour of the committed order due time, that includes one hour before and one hour after, for cuts of 1-16 lines. During the loop cutover trial, 16 of 79 (20%) cuts did not meet the PID standard. As a result there is a major inconsistency between Eschelon's standard and the ROC PID. If Qwest agrees to Eschelon's standard it may undermine its 271 advocacy.

IV. Options

Eschelon expects Qwest to convert a large number of resale/UNE platform lines to unbundled loops by the end of 2001. Qwest has identified the following three options for completing this work:

1. Continue with standard Unbundled Loop Conversions processes and procedures where Eschelon places orders for loop conversion on an as needed basis.
 - **Risks:** Extreme customer dissatisfaction due to likelihood that volume of requested cuts can not be met nor met at the cut standards expected of Eschelon. Issue of conversions will be escalated and may result in regulatory proceedings.
 - **Benefits:** No deviation from standard process.
2. Expand trial processes, including asking Office Technician, to remain on line, to all cuts ordered by Eschelon.

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- **Risks:** Qwest will have to address possible training and addition of human resources to fulfill trial process requirements. Trial methods will not necessarily satisfy performance metrics or facilitate a large number of cuts.
- **Benefits:** Eschelon will recognize Qwest's attempt to manage a process to their specifications. Qwest likely to see some cutover performance improvements.

3. Develop a Project Plan and Project Team that could accommodate executing a mass conversion of lines in a short time frame. Eschelon would prioritize COs by geographic market for cutovers and provide lists of all cuts in a particular CO to be cut in mass on specified day. In that CO, pre-wiring work would be completed for all lines in advance. Then on day-of-cut, all lift and lays would be performed rapidly, one after another, with the Eschelon personnel present in CO to note and communicate each cut and to do the LNP port on an almost real-time basis.

- **Risks:** Requires dedication of Central Office technicians or outside contractors to the project. Project would need to be closely managed to avoid risks associated with interfering with 271 efforts.
- **Benefits:** Project represents best chance of meeting customer requirements in terms of volume and timeliness.

V. Recommendation and Other Considerations

Qwest should agree to implement a project plan to migrate Eschelon's resold/UNE platform lines to unbundled loops on a CO by CO basis. Qwest should agree to negotiate and work out the specific details of the loop cutover project with Eschelon. The following issues could be addressed in the project plan discussions:

- Project could be started/delayed to address Qwest resource issues and 271 objectives in particular states.
- Eschelon could be required to identify COs in prioritized order for conversions. Qwest would have ability to reorder list in advance based on staffing and other concerns.
- Eschelon could be required to place LSR for conversion to identify customer lines (WTNs) to be converted 30 days or more in advance before cut.
- Eschelon could be required to pay flat rate or pay outside contractor costs to accomplish the conversion. Eschelon could also be asked to release Qwest from Minnesota DMOQs totaling over \$500,000 annually. The project method of conversion could be developed into a billable product for any co-provider.
- Eschelon could be required to add all new endusers to their network via the UNE-Star platform until a certain level of lines are reached in a central office. Some predetermined volume could trigger a central office specific mass conversion precluding the need to manage coordinated cuts on an order by order basis.
- Eschelon could be required to agree that loop conversion project satisfies "Implementation Plan" requirement in B2B deal.

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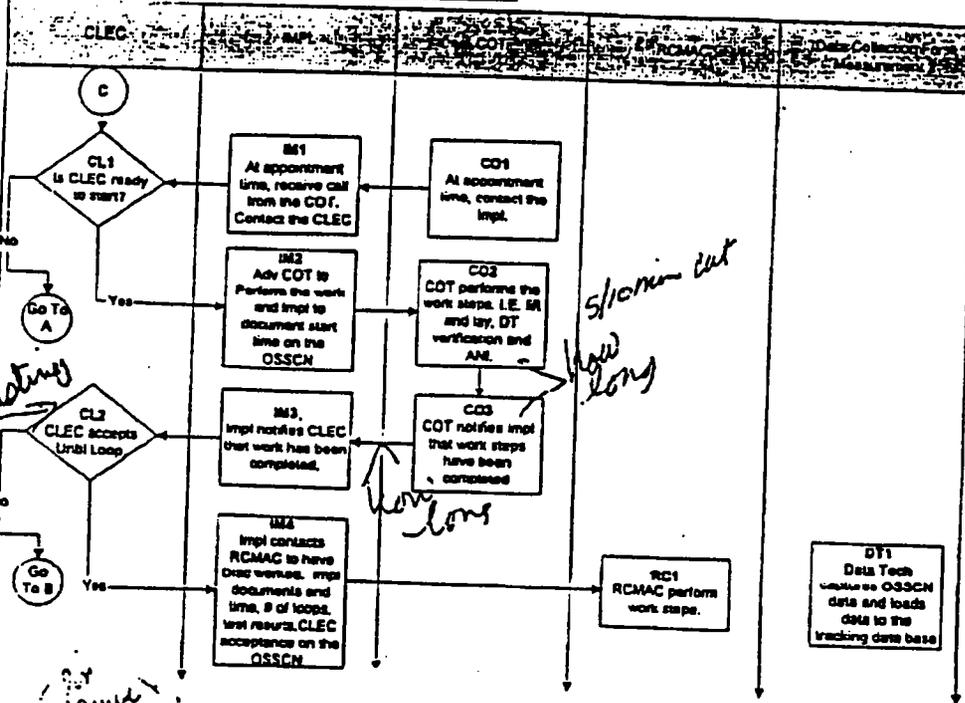
1

High Level Process Flow

Eschelon:

- > All orders are Coordinated "Hot Cut" without Qwest truck roll to end user premise
- > All orders carry a coordinated cut appointment time of 8:00 AM of Due Date
- > Eschelon has a technician at end user premise for each cut

Coordinated Hot Cut DD
 (From Attachment 2)



*They do add listing
 is there a time limit*

*5/10 min cut
 how long*

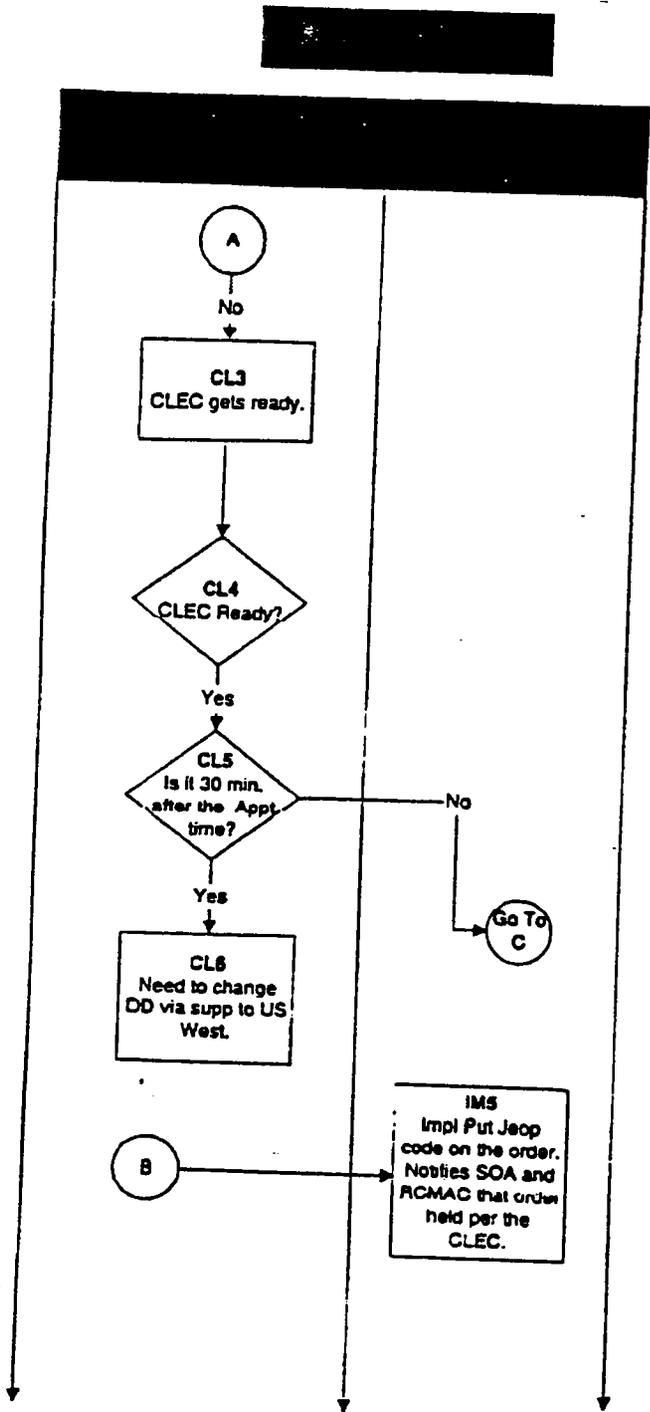
how long

how about number part?

de/ratic

*line testing 711
 call to have some work
 part numbers
 then accept*

*after
 should have subscription done
 before cut date
 de/ratic*



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Process Work Steps

IM1	At appointment time, Implementer (IMPL) will call the CLEC to confirm cut is still on
CL1	CLEC will confirm cut is still on. If not see CL3
CO1	Will be at the Central Office (CO) at the appointment time. Will have pre-wired the new jumpers prior to appointment time on the DVA date of Qwest order (two days before due date)
IM2	Upon CLEC confirmation, the IMPL will contact CO technician to begin "lift-n-lay" cut
CO2	CO tech performs the necessary work including ANI at cable head before and after cut. Any problems or discrepancies results in no cut being done and CO tech contacts the IMPL
CO3	If no problems, the CO tech contacts IMPL that "lift-n-lay" cut was successful
IM3	Receives positive notification from CO tech of successful cut and contacts CLEC that work is complete. If there are problems with cut, IMPL will contact CLEC with status.
CL2	Receives notification from Qwest IMPL and accepts unbundled loop order. CLEC also completes the portability subscription pull. If not see IM5
IM4	Receives acceptance from CLEC and then contacts RCMAC to release the disconnect order of POTS service in the Qwest CO switch.
RC1	RCMAC performs work steps associated with the disconnect order. The disconnect order carries a CRO (complete with related order) in association with the unbundled loop order and needs to be manually released upon notification from the IMPL
CL3	CLEC has initially indicated they are not ready. They will need to do whatever to get ready and re-contact Qwest
CL4	See CL3
CL5	Based on initially not being ready, can the CLEC be ready and re-contact Qwest IMPL within 30 minutes of appointment time. If yes then go to CL1, if not go to CL6.
CL6	CLEC needs to contact IMPL cut will not happen today and then send in a change to the LSR requesting a Due Date change.
IM5	<ul style="list-style-type: none"> > Have receive an unaccepted unbundled loop order and begin to work with CLEC and/or CO tech to fix problem and/or return service to original state. > Have received notification from CLEC that they are not ready and will be changing the due date. Must contact CO tech and re-work service back to original state if "lift-n-lay" was performed. > Have received no notification from CLEC of either acceptance and/or due date change within any acceptable time frame. If "lift-n-lay" has been performed, contact CO tech to return service to original state. <p>In all cases, IMPL puts order into jeopardy and notifies Service Order Assistant (SOA) and RCMAC that there is a problem and order is being held due to CLEC.</p>

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OVERVIEW OF ESCHELON TEST AND TURN-UP PROCESS

1. Review all orders and confirm cuts for the day.
2. Communication between Qwest and Eschelon Testers.
3. Eschelon Migration Engineer gives go ahead for Lift and Lay to Eschelon Tester.
4. Eschelon Tester gives go ahead for Lift and Lay to Qwest Tester.
5. Qwest Tester indicates Lift and Lay is complete to Eschelon Tester.
6. Migration Engineer verifies dial tone on-site and initiates testing.
7. Eschelon Tester communicates with Qwest Tester to get Translations worked.
8. Eschelon Tester ports numbers.
9. Eschelon Migration Engineer completes testing and communicates back to Eschelon Tester.
10. Eschelon Tester contacts Qwest Tester to release and close out orders.

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SLIP SHEET



Gerald Shypulski <gshypul@uswest.com> on 02/20/2001 10:09:31 AM

To: Pam Otegora Axberg <patregor@uswest.com>, Randy Williams <rtwilli@uswest.com>, llweave@uswest.com
cc: Catherine Augustson <caugust@uswest.com>, Judy Rixe <jrix@uswest.com>, Christie Doherty <cdoher@uswest.com>, Jerry Shypulski <gshypul@uswest.com>
Subject: Eschelon Trial data

Team,

I just wanted to provide a summary of the data so far from the Eschelon "hot cut" trial...
The attached Excel spreadsheet is actually from Eschelon work sheets with my summary calculations listed.

Overall, through the trial dates of 11-29-00 thru 2-14-01, the cuts completed under 10 minutes were 56% of time among all the trial offices.

When including cuts completed under 15 minutes the percent jumps to 82%.

When we started the trial Eschelon was quoted as saying that cuts were taking on an average of over 20 minutes.

My goal of the trial was to improve that and get it closer to, in my opinion, what it should be as within 5-10 minutes per line (if DVA is completed and pre-wired).

Also if I take the data and apply it to the PID measurement (which is 1 hour for 16 lines or less) a total of 16 cuts would have exceeded that measurement.

While I know we have room for improvement, I feel there should be acknowledgment on both sides regarding the positive aspects. The data presented by Eschelon at the Network meeting on Friday, 2/16/01, reflected the worse 3 week period of trial (7 out of 98 lines were completed under 10 minutes= 7%, but jumped to 10% completed under 15 minutes).

Jerry Shypulski



- att1.htm



- Eschelon Trial Information.xls

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DUPLICATE	PON	CUSTOMER NAME	COLLO	# lines	Local LAL time	LAL time per line	FOI (all cost)
12/12/00	MN5005237AAMK	SPORTS HUT	WAYZATA	8	43	7.3	8:30
12/12/00	MN5005256AMK	PIERSON & PIERSON	WAYZATA	4	31	7.8	8:30
12/13/00	OR5004837TLH	JUSTIN HUGGINS	ATLANTIC				
12/14/00	OR5004181BS	GEORGE SMITH WAREHOUSE	ATLANTIC	13	120	9.2	10:30
12/14/00		JANORA GOSTER	ATLANTIC	2	14	7.0	3:30
12/15/00	OR5005418JD	SERVICE TIRE INC	ATLANTIC	8	45	6.6	11:30
12/15/00	MN73801PG	CROCUS HILL FLOWER	MARKET	4	35	8.8	10:00
12/19/00	WA5003713JYJ01	INCENTIVE SOLUTIONS	ATWATER	8	73	12.2	8:00
12/21/00	MN5005478JD	TRIPLE CROWN	WAYZATA	12	20	1.7	9:00
12/22/00	MN65243CD	FRIENDS OF ST PAUL	MARKET	4	25	6.3	9:00
12/22/00	OR50057233S	ARBY'S 80388-2484	ATLANTIC	1	24	24.0	1:30
12/28/00	WA975438S1	LEWIS FOX SALOHN	MAIN	5	86	19.2	1:00
12/28/00	OR5004839TLH	JUSTIN HUGGINS	CYPRESS				
12/29/00	OR5005786ARL	HOLLYWOOD BOWN	ATLANTIC	7	60	8.6	4:00
12/29/00	EQ7MN5005809RL	CARPENTERS LOCAL 87	MARKET	5	20	4.0	11:00
12/29/00	WA5006798S	ALEX ELINSKY RAIN TREATMENT	MAIN	4	14	1.4	10:30
12/29/00	WA91303BS	ANDERSON & RAY	MAIN	4	42	10.5	10:00
1/2/01	ATWA8064SS	BRAVO PROMOTIONAL PRODUCTS	MAIN	8	80	11.3	10:00
1/2/01	ATWA80783SS	INCENTIVES BY DESIGN	MAIN	4	130	32.5	10:00
1/3/01	ATWA58001BS	NATIONAL COLOR	ATWATER	8	207	24.5	8:30
1/4/01	MN5008180JD	North Star Packaging	WAYZATA	5	38	7.6	1:30
1/4/01	ATOR76581RL	The Buss Douglas Co	CYPRESS	1	22	22.0	11:00
1/5/01	WA5003843TLH1	Wen	MAIN	8	95	15.8	12:00
1/5/01	OR5005217BS	Blackwell's Inc	ATLANTIC	3	8	3.0	2:30
1/5/01	EQ7MN5008423RL	Society of St. Vincent	MARKET	3	38	12.7	11:30
				121	1284	10.7	
				77		64% under 10 minutes	
				88		81% under 15 minutes	
				7 cuts (total of 46 lines) exceed PD measurement of 1 hour for 16 lines or less			

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Maillet	CLLI	PON	CustomerName	ServiceType	CurrentDate/Time	Start	Complete	Lines	LrdMins	AvgLnL	
WA	Splwma01	EQTMAS006423R	EQTMAS006423R	Premium Business Line	1/5/2001	11:30 AM	11:12:51 AM	12:00 PM	3	66.60	22.20
WA	Wyzstma01	WA5004234JD	WA5004234JD	Premium Business Line	1/9/2001	12:00 PM	11:19:51 AM	12:12:33 PM	3	26.57	5.31
WA	Splwma01	WA5004536	WA5004536	Premium Business Line	1/12/2001	12:30 PM	11:22:01 PM	11:42:42 PM	2	30.17	15.06
WA	Splwma01	WA5004532JD	WA5004532JD	Premium Business Line	1/17/2001	11:30 AM	11:42:35 AM	11:22:01 PM	3	25.56	8.53
WA	Wyzstma01	WA5004569SS	WA5004569SS	Premium Business Line	1/18/2001	08:00 AM	11:18:20 AM	11:04:26 AM	2	15.76	7.69
OR	Pldor02	OR500421788	OR500421788	Premium Business Line	1/5/2001	02:30 PM	10:17:25 PM	10:27:01 PM	3	89.23	29.74
OR	Pldor02	AT10R21838S	AT10R21838S	Premium Business Line	1/8/2001	10:00 AM	10:44:43 AM	10:27:01 PM	4	23.17	5.79
OR	Pldor02	AT10R20818T	AT10R20818T	Premium Business Line	1/18/2001	10:00 AM	11:15:08 PM	11:19:33 AM	7	41.23	6.69
OR	Pldor02	OR5004371LH	OR5004371LH	Premium Business Line	1/19/2001	10:30 AM	11:17:20 PM	11:19:33 AM	5	205.28	41.08
OR	Pldor02	OR5004643RL	OR5004643RL	Premium Business Line	1/19/2001	02:00 PM	11:37:53 PM	11:19:33 AM	2	39.80	18.40
WA	Splwma01	WA50046431L11	WA50046431L11	Premium Business Line	1/5/2001	12:00 PM	12:00:48 PM	11:33:07 PM	6	200.35	33.39
WA	Splwma01	AT1WA44018S1A	AT1WA44018S1A	Premium Business Line	1/9/2001	12:00 AM	11:21:21 PM	10:27:01 PM	5	26.55	6.11
WA	Splwma01	AT1WA20341SS	AT1WA20341SS	Premium Business Line	1/8/2001	11:00 AM	11:18:21 AM	10:27:01 PM	7	91.12	7.30
WA	Splwma01	WA500467SS	WA500467SS	Premium Business Line	1/12/2001	10:00 AM	11:17:31 AM	11:22:34 AM	5	35.05	7.01
WA	Splwma01	ED1W464072RL	ED1W464072RL	Premium Business Line	1/17/2001	12:00 PM	11:18:32 AM	11:22:01 PM	6	66.92	8.59
WA	Splwma01	ED1W463812RL	ED1W463812RL	Premium Business Line	1/18/2001	12:00 PM	12:05:20 PM	11:31:33 PM	7	112.22	16.03
WA	Splwma01	AT1WA2423SS	AT1WA2423SS	Premium Business Line	1/22/2001	10:00 AM	12:27:00 PM	12:12:33 PM	3	18.97	6.32
WA	Splwma01	AT1WA543188S	AT1WA543188S	Premium Business Line	1/22/2001	10:00 AM	10:40:55 AM	11:29:59 AM	5	48.10	9.62
WA	Splwma01	AT1WA18278S	AT1WA18278S	Premium Business Line	1/22/2001	10:00 AM	12:27:00 PM	12:29:04 PM	7	26.53	3.76
WA	Splwma01	WA500464JD	WA500464JD	Premium Business Line	1/23/2001	10:00 AM	10:30:25 AM	10:33:07 AM	1	26.70	26.70
WA	Splwma01	WA5004318RL	WA5004318RL	Premium Business Line	1/24/2001	10:00 AM	10:48:37 AM	11:44:10 AM	8	56.22	7.03
								98	1,220.83	12.5	
								7		7 % under 10 minutes	
								69		70.4% under 5 minutes	

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6 cuts (total of 32 lines) exceed PID measurement of 16 lines or less in 1 hour

17 ✓

Matel	CLI	PON	CustomerName	ServiceType	CurrentDayTime	Text54	Text55	Lines	Lnt.Mins	AvgLnt
OR	Prior02	OR568283		Premium Business Line	2/1/2001 10:00 AM	2/1/2001 10:26:37 AM	2/1/2001 10:31:36 AM	1	7.65	7.65
OR	Prior12	AT0R5741852		Premium Business Line	2/1/2001 08:00 AM	2/1/2001 10:01:11 AM	2/1/2001 10:40:00 AM	4	36.82	9.70
OR	Prior12	OR5007271RL66F		Premium Business Line	2/1/2001 12:00 PM	2/1/2001 11:35:35 AM	2/1/2001 12:56:41 PM	5	61.08	12.22
WA	Silver01	WA5002318RL		Premium Business Line	1/24/2001 10:00 AM	1/24/2001 10:46:37 AM	1/24/2001 11:46:50 AM	6	56.22	7.03
WA	Silver01	WA5414AAAK		Premium Business Line	1/21/2001 11:00 AM	1/21/2001 11:35:48 AM	1/21/2001 12:00:20 PM	1	24.57	24.57
WA	Silver01	ATWA62641RL		Premium Business Line	2/1/2001 09:00 AM	2/1/2001 10:20:09 AM	2/1/2001 11:17:36 AM	9	37.48	6.38
WA	Silver01	WA54885AAK		Premium Business Line	2/6/2001 01:00 PM	2/6/2001 1:16:18 PM	2/6/2001 1:45:25 PM	3	29.63	9.88
WA	Silver05	EO1VVA4406RL		Premium Business Line	1/28/2001 12:00 PM	1/28/2001 12:00:03 PM	1/28/2001 12:24:12 PM	1	30.15	30.15
WA	Silver05	WA5005370AAK		Premium Business Line	1/21/2001 10:00 AM	1/21/2001 10:11:10 AM	1/21/2001 11:06:34 AM	7	57.48	8.20
WA	Silver05	WA5157833		Premium Business Line	1/21/2001 10:00 AM	1/21/2001 10:42:04 AM	1/21/2001 11:09:53 AM	1	17.85	17.85
WA	Silver05	WA5006033JD		Premium Business Line	1/24/2001 2:10 PM	1/24/2001 10:42:40 AM	1/24/2001 11:21:58 AM	8	43.12	7.19
WA	Silver05	WA5442833		Premium Business Line	2/1/2001 10:00 AM	2/1/2001 12:15:18 PM	2/1/2001 12:36:25 PM	1	21.18	21.18
WA	Silver05	ATWA5130155		Premium Business Line	2/1/2001 24:00 AM	2/1/2001 18:35:33 AM	2/1/2001 18:44:48 AM	1	19.25	19.25
WA	Silver05	WA5493155		Premium Business Line	2/6/2001 10:00 AM			5	0.00	0.00
WA	Silver05	WA54170AAK		Premium Business Line	2/6/2001 12:00 PM	2/6/2001 12:17:56 PM		2	0.00	0.00
MN	Wyzima	MN10981CD		Premium Business Line	2/9/2001 10:00 AM	2/9/2001 10:31:27 AM	2/9/2001 12:06:33 PM	6	124.8C	33.70
MN	Wyzima	MN500754RL		Premium Business Line	2/9/2001 10:00 AM	2/9/2001 12:01:28 PM	2/9/2001 12:12:17 PM	2	11.47	5.73
								67	610.87	9.8
								48		77.4% under 10 Minutes
								53		88.6% under 15 minutes

Two calls (lots) of 3 lines exceed 910 measurement of 1 hour for 16.1 nos. of jss

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D

SLIP SHEET

Pat Lavens



Dana Frenking <dfrenki@qwest.com> on 08/29/2001 11:03:47 PM

To: Cathy Garcia <cgarcia@qwest.com>, James Mackie <Jmackie@qwest.com>, ssheaha@qwest.com, plavens@qwest.com
cc: "Stichter, Kathleen L." <kstichter@eschelon.com>

Subject: [Fwd: Meeting minutes from 8-23-01 call]

Attached are the minutes documented by Kathy Stichter at Eschelon.
Please review and let me know if you have any questions.

Thank you Kathy for sending the notes!

Dana

Return-Path: <kstichter@eschelon.com>
Received: from egate-ne4.uswc.uswest.com ([151.117.64.218]) by netmail2.uswc.uswest.com (Netscape Messaging Server 3.61) with ESMTTP id AAA2C6B for <dfrenki@netmail2.uswc.uswest.com>; Wed, 29 Aug 2001 12:40:58 -0600
Received: from uswgo33.uswest.com (localhost [127.0.0.1]) by egate-ne4.uswc.uswest.com (8.10.0/8.10.0) with ESMTTP id f7T1eur11606 for <dfrenki@qwest.com>; Wed, 29 Aug 2001 13:40:56 -0500 (CDT)
Received: from k2.corp.eschelon.com ([209.150.197.198]) by uswgo33.uswest.com (8.10.0/8.10.0) with ESMTTP id f7T1ets22718 for <dfrenki@qwest.com>; Wed, 29 Aug 2001 12:40:55 -0600 (MDT)
Received: by k2.corp.eschelon.com with Internet Mail Service (5.5.2653.19) id <RJGRBZSG>; Wed, 29 Aug 2001 13:36:37 -0500
Message-ID: <E37A7C49F2F2E04EAE60A86D0C570C1802E70295ak2.corp.eschelon.com>
From: "Stichter, Kathleen L." <kstichter@eschelon.com>
To: dfrenki@qwest.com, "Powers, F. Lynne" <flpowers@eschelon.com>, "Schiller, Tina M." <tmschiller@eschelon.com>, "Lewis, Rick F." <rflewis@eschelon.com>
Subject: Meeting minutes from 8-23-01 call
Date: Wed, 29 Aug 2001 13:36:36 -0500
MIME-Version: 1.0
X-Mailer: Internet Mail Service (5.5.2653.19)
Content-Type: multipart/mixed; boundary="-----=_NextPart_000_01c13089.88c83630"
X-Mozilla-Status2: 00000000

Dana,
Please distribute these minutes to others within Qwest with a need to know.
If there are omissions or errors please let me know.
Thanks

<<8-23-01 Mtg Dana Frenking.doc>>

Kathy Stichter
ILEC Relations Manager
Eschelon Telecom Inc
Voice 612 436-6022
E-Mail kstichter@eschelon.com



- 8-23-01 Mtg Dana Frenking.doc



- dfrenki.vcf

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Eschelon/Qwest Meeting Summary and Action Log

Next Meeting:

Thursday, September 6, 2001

Conference Call Start Time: 1:00 p.m. CST

Conference Call Number: 877-542-7612 passcode 6725264#

Summary of August 23, 2001 Meeting

Specifics:

Purpose of Meeting: Discuss open issues.		Meeting Date	Start Time	End Time
		8/23/00	1:00pm	2:00pm
Location: Conference Call		Call-In Number 877-542-7612 passcode 672-5264#		
Meeting Chair: Kathy Stichter	Documentation: Kathy Stichter			

Attendees:

QWEST	ESCHELON
Dana Frenking	Kathy Stichter
Kathy Garcia	Tina Schiller
Todd Miller	Rick Lewis
Pat Levene	
Steve Sheahan	

Summary:

There was discussion around the issues from the 'in person' meeting with Eschelon in Omaha.

- 48-Hour Dial Tone Test: July 29, 2001 the 48-hour dial tone test process was rolled out. Qwest just needs to check for compliance and training issues.
- IMA Access for Omaha QCCC: Supervisors, Screeners, the Audit Team and the Resolution Team in the Omaha QCCC now have IMA access.
- ANAC: The ANAC process will now be done during the 48-hour dial tone test process, both at the Qwest facility and at the spot bay.
- CNR: There is now better communication on JEP notices and Eschelon is now getting secondary notices and a call from the service manager for CNR.
- CFA changes day of cut: Dana was not sure she had documentation of this process. Kathy Stichter advised her we have documentation.
- Eschelon was going to correct long hold times. Per Dana their hold times are shorter.

Tina sent documentation on bad cuts to Dana. Dana was unable to find some of the examples with the PON. Tina will get the LSR or order number to Dana. Dana will investigate and document findings on a spreadsheet. Dana will send the spreadsheet to us prior to the next meeting. We will discuss the examples on the next call.

Future meeting will include discussion around examples of bad cuts from the previous two weeks. Tina will get the examples, with order numbers, to Dana by the Tuesday of the week in which we have our call. Dana will have the investigation complete for discussion during the call.

Issues and Action Items

#	Issue	Owner	Action Item	Due Date	Status
1.0	Troubled Cuts	Tina Schiller	Tina will get LSR or order number on examples to Dana.	9/4/01	Open
1.1	Troubled Cuts	Dana Frenking	Dana will investigate examples, create a spreadsheet and send spreadsheet to Escheion for discussion on next call.	9/6/01	Open
1.2	Trouble Cuts	Tina Schiller	Tina will have her testers enter a note in the tracking database of the orders that experience NDT.	On going	Open

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State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

[TRADE SECRET DATA BEGINS In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the DSL Team.
- b. Notes of every meeting involving Qwest and the DSL Team.
- c. The number of hours spent (to date) by the DSL Team providing services to Qwest.
- d. A description of the work performed by the DSL Team.
- e. Any written document describing the work to be performed by the DSL Team. TRADE SECRET DATA ENDS]

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

[TRADE SECRET DATA BEGINS

- a. The DSL team documented and/or developed processes for ordering and provisioning of Resale DSL for wholesale customers.
- b. See Trade Secret Attachment A.
- c. Bill Fellman was assigned as the single point of contact at Qwest. He performed this function from February 2001 to June 2001. In February and March, Bill met with his counterpart at Eschelon on a daily basis. They coordinated meetings between five designated workgroups, Order Fulfillment, Provisioning, Test & Turn-up, Installation, and Repair. During this time frame, February to June, the estimated time spent in joint meetings with Eschelon to be 220 hours.
- d. Resale of Qwest DSL was a relatively new product. Eschelon and Qwest documented, established, and tested processes for Resale DSL including the ordering of equipment. These would be processes used by all Wholesale customers.
- e. See Trade Secret Attachments A and B.

TRADE SECRET DATA ENDS]

Respondent: Tina Colvin

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**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

PUC Docket No.: P-421/C-02-197

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachments A and B to Qwest's Response to DOC Information Request No. 105:

TRADE SECRET Attachments A and B to Qwest's response to DOC Information Request No. 105 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachments A and B to Qwest's response to DOC Information Request No. 105 should be protected from public disclosure.

[Trade Secret Data Begins

MINNESOTA
DOCKET NO. P21/L 07-497
EXC 72-105
ATTACHMENT A



"Ludke, Jay E." <jeludke@eschelon.com> on 01/23/2002 04:46:42 PM

To: ssheaha@qwest.com
cc: "Stichter, Kathleen L." <kstichter@eschelon.com>, "Johnson, Bonnie J." <bjohnson@eschelon.com>,
"Schiller, Tina M." <tmschiller@eschelon.com>, "Garlock, Anne M." <amgarlock@eschelon.com>,
mmclemet@qwest.com, wfallma@qwest.com

Subject: Qwest-Eschelon DSL Resale Project Deliverables (from RADSL 2001 Development)

Steve:

I wanted to contact you to follow-up on action items assigned to me last year during our development cycle for the Re-sale RADSL product.

As you may know, I worked closely with Bill Fellman as a SPOC for Qwest on this project -- he and I co-produced both of the attached documents and presented to the collective representatives at the June 14, 2001 Qwest-Eschelon meeting. Attached are the key materials from that meeting: Presentation and Long-Term Needs document.

For the following items, I am asking for your input/assistance to complete them:

* Scheduling of Group 1 & 2 SME Teams Review Sessions: See attached document outlining how we structured our "Virtual Implementation Team." This is related to the items on the Long-Term doc. under "B2B Operational Processes Finalized" with my name assigned. Group 1 involved the Order Fulfillment and Provisioning staff and Group 2 Test & Turn-up, Installation and Repair staff. I would like to schedule two meetings/conf. calls -- one for Group 1 and one for Group 2 -- with SMEs from both sides (or if staff assignments have changed their replacements) to review agreed upon B2B processes and create any action plans/follow-up as needed to address issues.

* Billing Group SME Meeting: You can see on the chart, this group was to meet post product launch -- this group has never met. I would like to help facilitate setting up SMEs from both sides to discuss any billing related issues -- could you identify SMEs from your side and I will for ours?

* CPE Wholesale Ordering Process Review Session: I have been working directly with Molly Clemen on this process and issues we discovered. I believe we have an operational process, but would suggest holding a joint meeting with Qwest-Eschelon staff to review what was developed so the appropriate handoff can be completed -- this would be related to completion of the Long-Term Needs item under CPE "Wholesale Ordering Process Finalized." I can work with Molly Clemen directly on this but let me know if you or other Qwest staff would like to participate.

I would like to schedule these forums/meetings ASAP -- to be held by the first week in February (by the 8th). Eschelon staff will be meeting internally before the Group 1/2 sessions to identify performance data/issues. I can help provide you with any documentation produced related to the development in each area if you do not have it.

Bill: I am wondering if you would agree to participate in the Group 1 & 2 Teams Review Sessions for historical reference?

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Thanks much and let me know!

JAY LUDKE

Product Development Manager
Eschelon Telecom, Inc.
612.436.6246 (voice) 612.436.6346 (fax)
jeludke@eschelon.com (e-mail) - www.eschelon.com

<<Qwest Presentation_061401.2.ppt>>
<<esch-qwest_dsl_long-term(FINAL).doc>>
<<jludke_smet@ams_qwestdsl(FINAL).ppt>>



- Qwest Presentation_061401.2.ppt



- esch-qwest_dsl_long-term(FINAL).doc



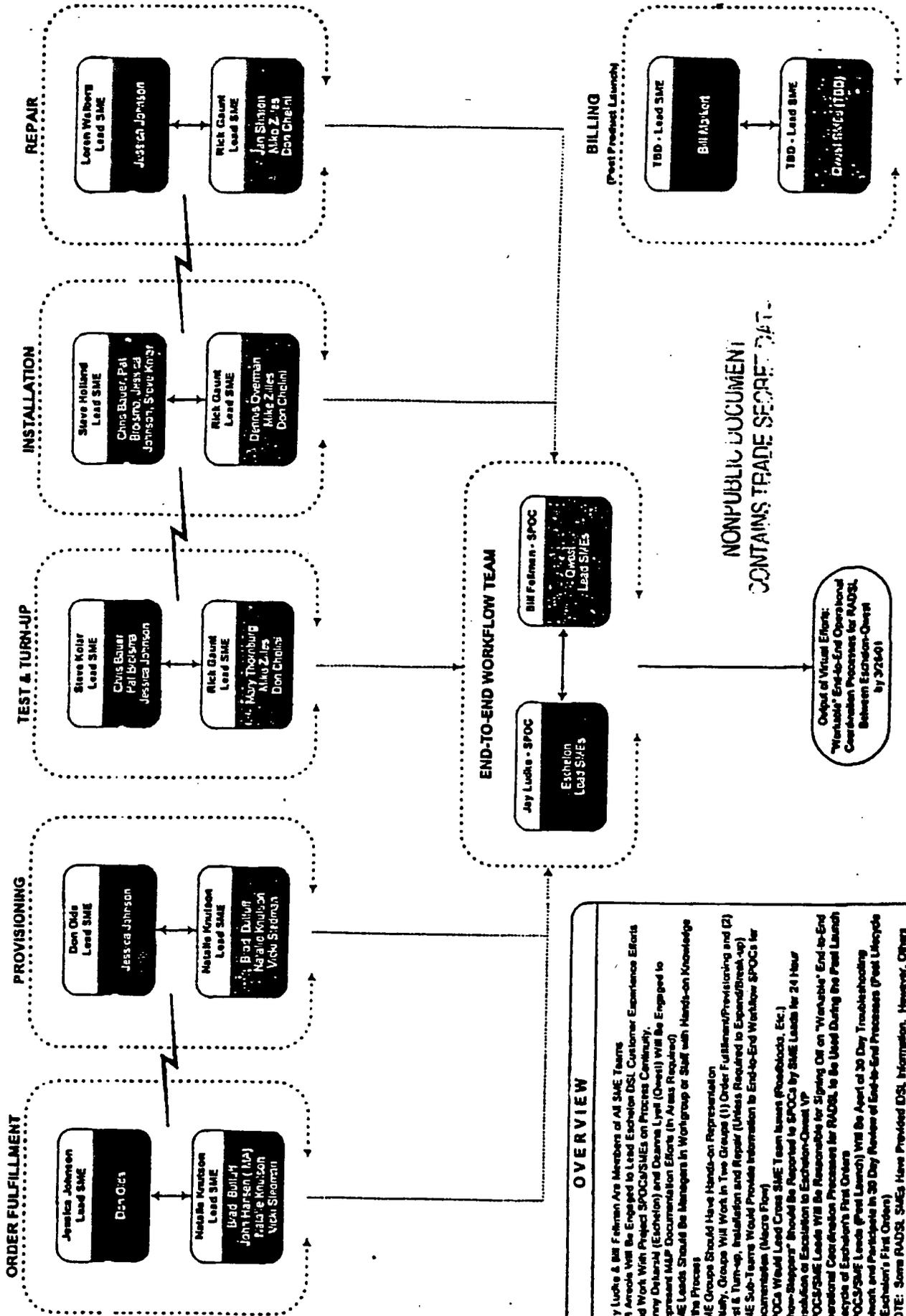
- jludke_smet@ams_qwestdsl(FINAL).ppt

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SLIP SHEET

SME TEAMS -

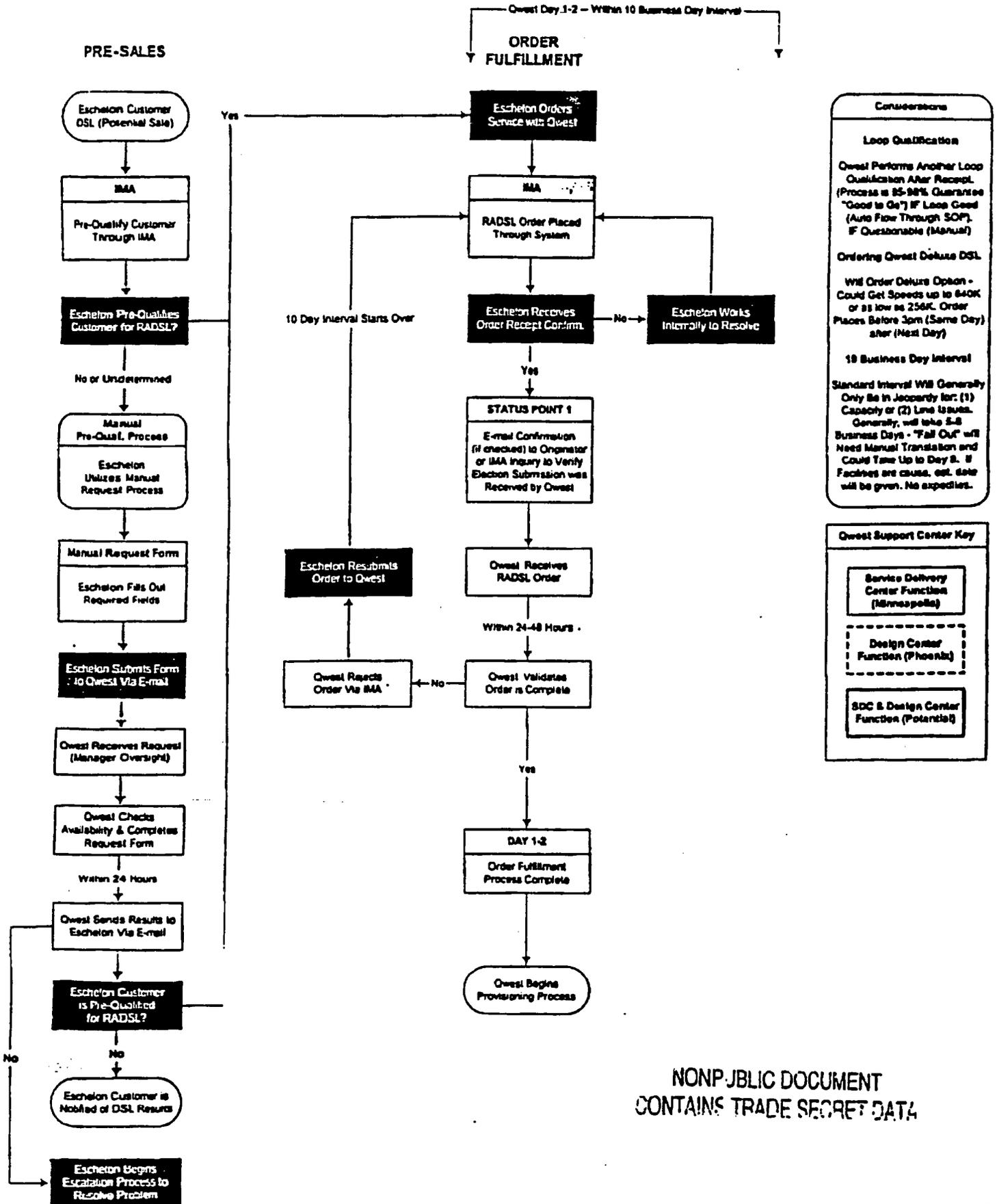
Eschelon/Qwest Virtual Implementation Team (RADSL)



OVERVIEW

- Jay Lucia & Bill Felman are Members of All SME Teams
- All Areas Will Be Engaged to Lead Eschelon DSL Customer Experience Efforts and Work With Project SPOCS/SMEs on Process Continuity.
- Jenny Deharsh (Eschelon) and Deanna Lyell (Qwest) Will Be Engaged to Represent MLP Documentation Efforts (In Areas Required)
- SME Leads Should Be Managers in Workgroup or Staff with Hands-on Knowledge of the Process
- SME Groups Should Have Hands-on Representation
- Initially, Groups Will Work in Two Groups (1) Order Fulfillment/Provisioning and (2) Test & Turn-up, Installation and Repair (Unless Required to Expand/Break-up)
- SME Sub-Teams Would Provide Information to End-to-End Workflow SPOCS for Documentation (Micro Plan)
- SPOCS Would Lead Cross SME Team Issues (Feedbacks, Etc.)
- "Show-Stopper" Should Be Reported to SPOCS by SME Leads for 24 Hour Resolution or Escalation to Eschelon-Qwest VP
- SPOCS/SME Leads Will Be Responsible for Signing Off on "Workable" End-to-End Operational Coordination Processes for RADSL to Be Used During the Post Launch Lifecycle of Eschelon's First Orders
- SPOCS/SME Leads (Post Launch) Will Be A part of 30 Day Troubleshooting Network and Participate in 30 Day Review of End-to-End Processes (Post Lifecycle of Eschelon's First Orders)
- NOTE: Some RADSL SMEs Have Provided DSL Information. However, Others Will Need to Be Identified to Complete DSL End-to-End Workable Operational

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Considerations

Loop Qualification

Qwest Performs Another Loop Qualification After Receipt. (Process is 85-98% Guarantee "Good to Go") IF Loop Good (Auto Flow Through SOP). IF Questionable (Manual)

Ordering Qwest Deluxe DSL

Will Order Deluxe Option - Could Get Speeds up to 840K or as low as 254K. Order Places Before 3pm (Same Day) after (Next Day)

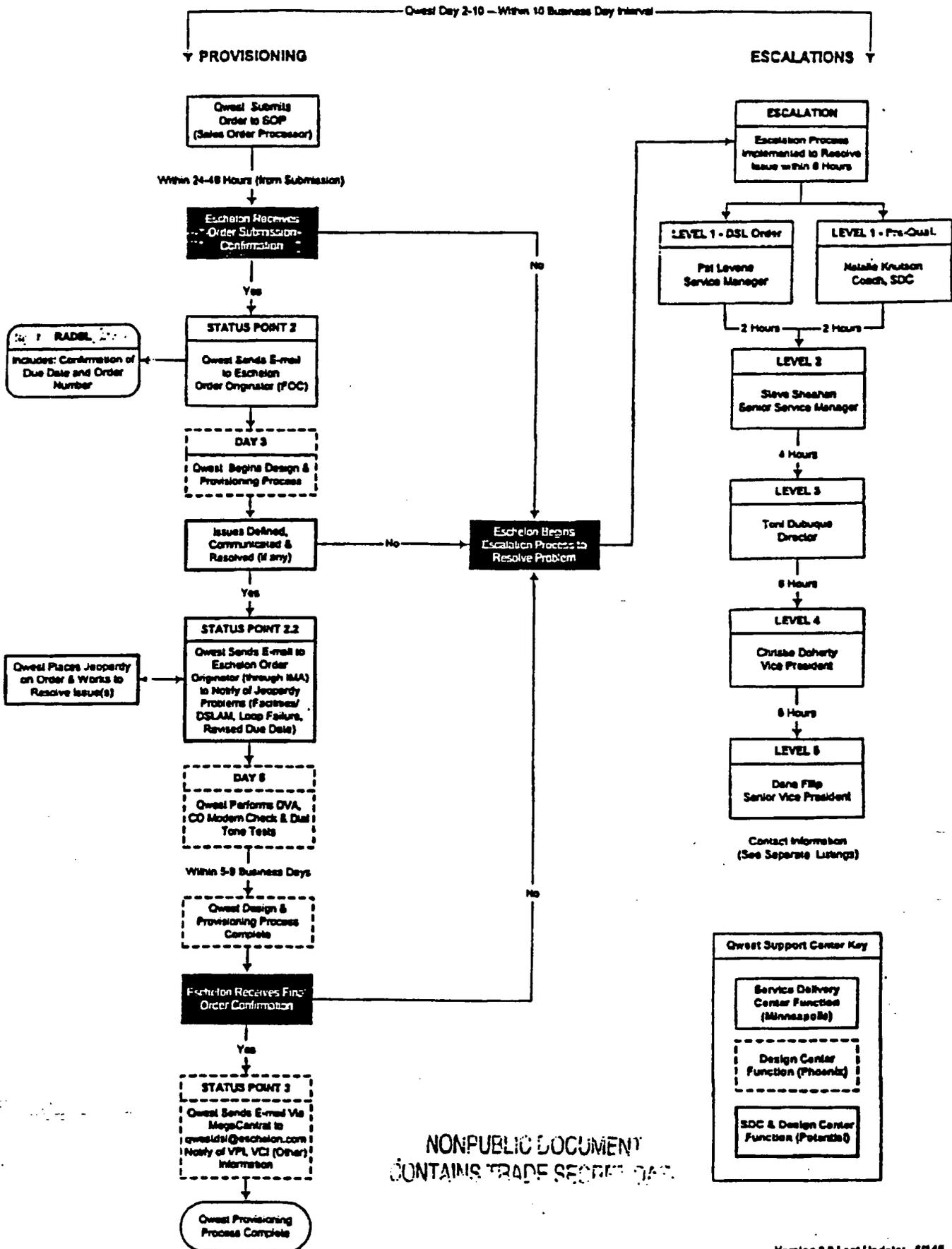
10 Business Day Interval

Standard Interval Will Generally Only Be in Jeopardy for: (1) Capacity or (2) Line Issues. Generally, will take 3-8 Business Days - "Fall Out" will Need Manual Translation and Could Take Up to Day 9. If Facilities are cause, est. date will be given. No expedite.

Qwest Support Center Key

- Service Delivery Center Function (Minneapolis)
- Design Center Function (Phoenix)
- SDC & Design Center Function (Potential)

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Qwest Support Center Key

- Service Delivery Center Function (Minneapolis)
- Design Center Function (Phoenix)
- SDC & Design Center Function (Petaluma)



Qwest Manual RADSL Pre-Qualification Check Request

Submitted: XYZ Date

Eschelon Customer Information	IMA Pre-Qualification Result	IMA Number of Checks	IMA Result Message	Qwest Manual Check Result	Qwest Manual Check Reason Code	Comments
INSTRUCTIONS: Place name, address, city/state and 10 digit telephone number here NOTE: Please submit 1 request form per SA a day - submit all customer information at once - not per customer.	Eschelon Initial IMA Check: Note if this was a "No" or "Undetermined"	Eschelon Initial IMA Check: Note number of times checked to get a "No" or "Undetermined" response from IMA	Eschelon Initial IMA Check: Note "No" or "Undetermined" message from IMA and forward this form to Qwest for manual check. Send form to Qwest: Brad Bunnard (bbunnard@qwest.com) with copy to Natalie Knutson (nknutson@qwest.com)	Qwest Manual Check: Notes manual check results "Yes" or "No"	Qwest Manual Check: Notes applicable reason code (use from key below) for the order "Yes" or "No" result	Any extra comments from Eschelon-Qwest
ESCHELON FIELD	ESCHELON FIELD	ESCHELON FIELD	ESCHELON FIELD	QWEST FIELD	QWEST FIELD	ESCHELON AND/OR QWEST FIELD
EXAMPLES:	No	3 Times	Capacity	No	3	
	Undetermined	4 Times	Error - TN and address doesn't match	Yes	2	

Contact Information (Please send results via e-mail to the following within 24 hours -- with a copy to imramos@eschelon.com):

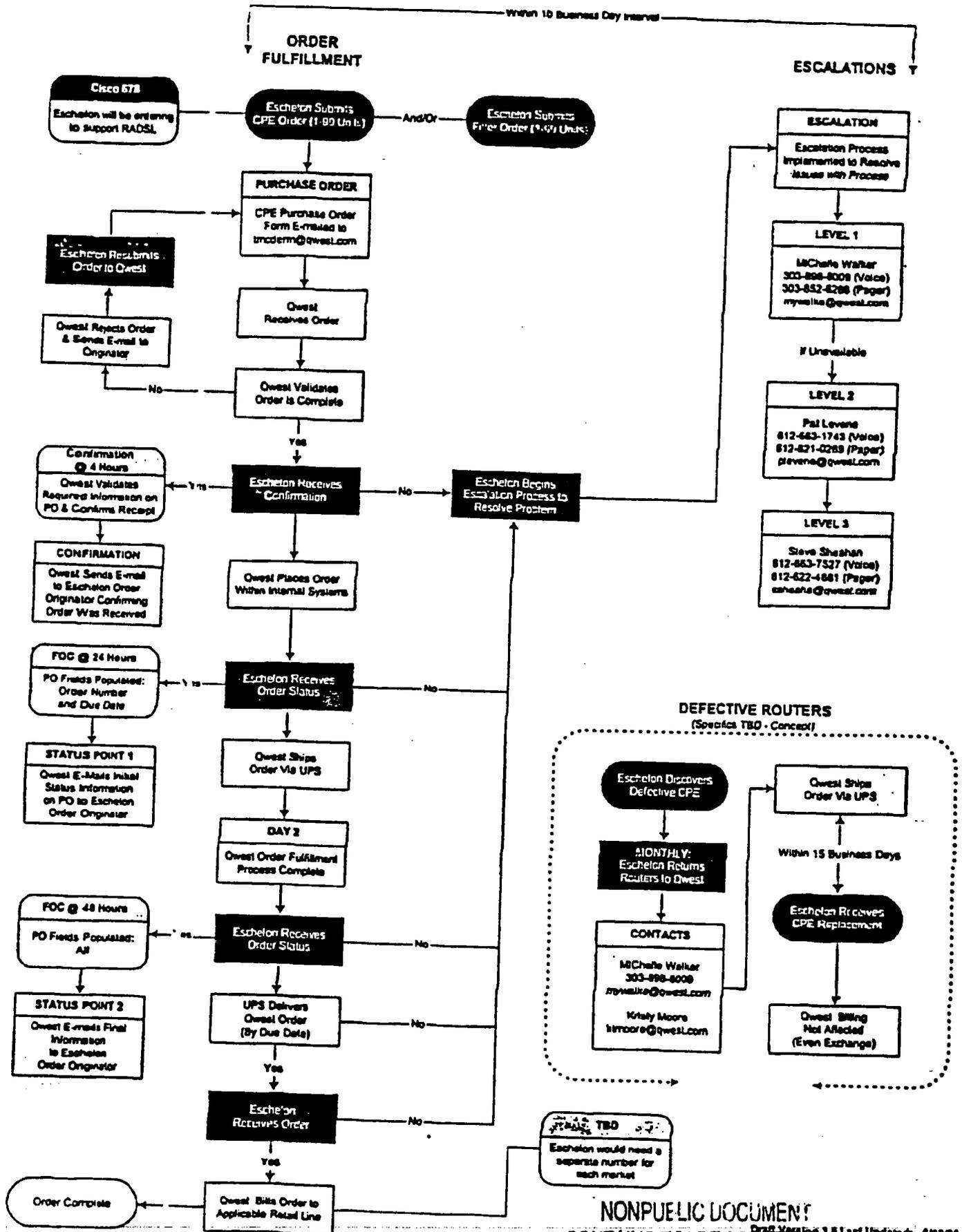
Name: _____ Phone: _____
 E-mail: _____

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QWEST REASON CODES KEY:

1 = Yes - Qualifies for 256K	2 = Yes - Qualifies for 640K	3 = No - Load Coils	4 = No - Bridge Tap
5 = No - Loop Length	6 = No - Capacity	7 = No - Non Disclosed Wire Center	8 = No - Telephone Number not Qwest

REQUEST FORM VERSION 1.0





PURCHASE ORDER
QWEST RADSL CPE - WHOLESALE

SHIP TO:

SEND ORDER VIA E-MAIL TO:

Jay Ludke
 Eschelon Telecom, Inc.
 730 2nd Ave. S.
 Suite 1200
 Minneapolis, MN 55402
Questions/Confirmation Contact:
 612-436-6246
 jeludke@eschelon.com

Thomas McDermott
 Qwest Communications
 tmcderm@qwest.com
 602-630-0842

BILLING INFORMATION:

Eschelon Account:
 XXX-XXX-XXXX

ORDER DATE		REQ. DUE DATE	SHIP DATE	SHIP TRACKING	
QWEST DUE DATE		OPERATING SYSTEM	ORDER NO.	P.O. NUMBER	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL
	ORDERED	SHIPPED			
1	1		Cisco 678 Router	\$295.00	\$295.00
2	2		Micro-Filters	\$20.00	\$40.00
If you have problems with your order contact: Michelle Walker (313-896-8009 or mywalke@qwest.com) Order receipt confirmation should be sent from Qwest via e-mail to "Ship To" Name within 24 hours. Firm Order Confirmation should be received via e-mail within 48 hours of submission.				TOTAL DUE	\$335.00

COMMENTS:

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Trade Secret Data Ends

Opportunities/Issues: On-Switch DSL

Eschelon Implementation Team Members - DSL			
Steve Fleming	Product Manager (Primary Contact)	612-436-6450	sfleming@eschelon.com
Loren Walberg	Director of Customer Care and Technical Support	612-436-6453	lwalberg@eschelon.com
Steve Kolar	Vice President of Technology	612-436-6478	skolar@eschelon.com
Steve Solbrack	Vice President, IP Services	612-436-6478	ssolbrack@eschelon.com
Garth Morrisette	Manager of Regulatory Affairs	612-436-6223	gmorrisette@eschelon.com
Ellen Gavin	Outside Counsel	612-866-7876	egavin@pro-ns.net

Qwest Implementation Team Members - DSL			
Judy Rixe	Account Manager	612-663-5238	jrixe@uswest.com
Kevin Saville	Wholesale General Manager	Unknown	ksavill@uswest.com
	TBD		
	TBD		

EVENTS/ACTIVITIES:

- 11/00: Steve Fleming informed Judy Rixe of problems with ordering process for ADSL qualified loops.
- 1/11/01: Qwest and Eschelon met and discussed rates; Eschelon confirmed request for explanation of installation options.

MINNESOTA
 DOCKET NO. P-21/02-197
 DOC 02-105
 ATTACHMENT B

**NONPUBLIC DOCUMENT
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Opportunities/Issues

Priority #	Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
High	<p>Increase efficiency and avoid billing disputes by training Qwest and Eschelon personnel regarding loop testing/install options for ADSL qualified loops. Providing information, documentation, and training will allow both companies to more efficiently use resources. It will also avoid billing disputes that may occur because the installation services provided do not match those included in the charge (as happened with other loop cutovers).</p>	<p>Eschelon needs to determine which installation option will provide the optimal results for its customers. Eschelon also needs to ensure that appropriate testing is conducted and information is exchanged between the companies. Qwest personnel have been unable to provide Eschelon personnel with basic information regarding loop testing and installation options, such as: 1) what specific tests does Qwest conduct for each testing option and each install option; 2) how can Eschelon obtain the test results; 3) what action (s) are required of Eschelon under each testing option and each install option? Without (documented) answers to such questions, both companies lose productivity due to misunderstandings and lack of information.</p>	<p>Qwest should either identify the appropriate people within its organization who can answer these questions or, if none, identify the answers, document them, and train personnel accordingly. As quickly as possible, Qwest should provide Eschelon with detailed training, instructions, and documentation. Eschelon recommends direct communication between the business units on these issues. Both companies will then better understand the issues and solutions. If answers are being developed, Qwest can benefit from Eschelon's CLEC perspective and Eschelon will then receive information that meets its needs.</p>	<p>Steve Fleming identified issue to Judy Rixa during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Eschelon has indicated that they do have an understanding of the five standard installation options for unbundled loops and have indicated that these ADSL loops will probably be ordered as basic installation with performance testing. Outstanding questions would be about what specific tests are run, what the results look like and how the results would be delivered to eschelon.</p> <p>To be discussed with UBL product managers on 2/22/01</p>

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High	2	<p>To obtain accurate and complete pre-qualification results from Qwest as part of the FOC confirmation to ensure that both companies have a common understanding of the status.</p>	<p>It is Eschelon's understanding that Qwest is required to perform an IMA ADSL pre-qualification for each order that Eschelon submits and include the pre-qualification results on the FOC confirmation. This pre-qualification confirmation is important because it verifies Eschelon's pre-qualification results and thus avoids expending resources based on incorrect information. Eschelon's experience is that Qwest does not always provide the pre-qualification result in the FOC confirmation.</p>	<p>Qwest should institute processes that ensure that accurate pre-qualification results will be included in each FOC confirmation. These results should include complete information on loop make-up (such as loop length, insertion loss and pair gain). If the order is rejected, Qwest should provide a written explanation of why the line is not qualified so Eschelon can determine if the customer qualifies for a different level of DSL, such as HDSL.</p>	<p>Steve Fleming identified issue to Judy Rhee during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Eschelon has available two tools for loop qualifying: 1) IMA xDSL loop qualifier and 2) raw loop data tool. Both tools provide complete loop make-ups which allow the co-providers to determine which type of DSL to order (if any). The Qwest prequalifying is done from the same databases that Eschelon has visibility to through the above two tools so any FOC'd information is identical to information that Eschelon already has available to them.</p> <p>Further discussion of FOC requirements can be discussed in meeting with provisioning center personnel.</p>
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High	4	<p>To improve efficiency and avoid billing disputes by establishing effective ADSL loop acceptance processes and procedures. This will avoid billing disputes that may occur if Qwest bills for installing or disconnecting lines that have been delivered but do not meet the qualifications for ADSL.</p>	<p>The process for ordering ADSL qualified loops is inefficient and thus is causing productivity loss for both Eschelon and Qwest. For example, Qwest requires Eschelon to verbally "accept" a loop via a phone call to the Eschelon provisioner after Qwest installs the loop. If Eschelon's provisioner is not available at the time Qwest calls, Qwest puts the order in "jeopardy" status which sends the loop back into the installation process and Eschelon must wait at least 5 days for the loop to be reinstalled. If the Eschelon provisioner is available when Qwest calls to have a loop accepted, Qwest requires Eschelon to accept the loop before Eschelon has the opportunity to conduct its own testing to ensure the loop works for ADSL. Since the testing performed by Qwest does not confirm that the loop is ADSL qualified but only that the loop works for voice, it is imperative that Eschelon be able to test whether the loop is acceptable before being required to accept the loop from Qwest.</p>	<p>Qwest should deliver an ADSL qualified loop to Qwest without requiring immediate acceptance by Eschelon. The loop acceptance process should provide time for Eschelon to test the loop before accepting or rejecting it.</p>	<p>Steve Fleming identified issue to Judy Rixe during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Issue to be address at 2/22/01 meeting with UBL product management.</p>
High	5	<p>Many loops that are delivered are not ADSL qualified. See number 4 above.</p>	<p>Qwest should pre-test loop before delivery to ensure loop is ADSL capable and in good working order.</p>	<p>Steve Fleming identified issue to Judy Rixe during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>To be discussed at 2/22/01 meeting.</p>	

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Priority # Objective

Opportunity/Issue

Recommendation/Proposal

Next Steps/Action Items
[With Owner & Due Date] or
Resolution & Date Resolved

<p>High</p>	<p>6</p> <p>To more clearly identify and define Qwest's pricing to avoid wasting resources on trying to locate this information and resolving billing disputes.</p>	<p>Need to verify Qwest's DSL pricing to Eschelon for any components for which Qwest believes there is a charge.</p>	<p>Eschelon has presented an example of pricing to Qwest on 01/11/01. Qwest should confirm Eschelon's understanding or discuss any questions raised. The three components that Eschelon identified are: (1) recurring unbundled loop rate; (2) one-time installation fee; and (3) loop conditioning, in some states and under some circumstances. Eschelon has asked Qwest to define the installation options and clarify under what circumstances ordering of each type is appropriate. Eschelon has asked Qwest to identify the basis for any loop conditioning charges (and in which state). Qwest should provide a list of the specific prices it believes apply in each state in which Eschelon operates.</p>	<p>On 01/11/01, Eschelon presented an example of DSL rates for on-net ADSL qualified loops with questions.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Unbundled loop rates matrix provided on 2/20/01.</p>
<p>High</p>	<p>7</p> <p>To determine acceptable standards for on-net DSL provisioning to ensure reliable, quality service</p>	<p>Eschelon and Qwest should agree on acceptable standards for provisioning DSL by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time frames, order cancellation percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve DSL service within both organizations.</p>	<p>Eschelon asks Qwest to agree to create and track such measurements.</p> <p>For all intervals/measures, a structure or process, such as a process for financial incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met.</p>	<p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Tina Shiller currently tracks analog DSO unbundled loops. Can her system also track the ADSL compatible loop orders?</p>

Total Issues	7	High Priority Issues	7
Outstanding Issues	7	Medium Priority Issues	0
Closed Issues	0	Lower Priority Issues	0

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SLIP SHEET

on site —

TRIAL AGREEMENT

This Trial Agreement (the "Agreement") is entered into by and between QWEST Corporation (formerly U S WEST Communications, Inc.) ("QWEST") and Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intelicom, Inc.) (collectively "Eschelon"). On a Trial basis, QWEST and Eschelon (collectively the "Parties") have agreed to locate a dedicated provisioning team at Eschelon's facility at 511 11TH Avenue South, Suite 340, Minneapolis, MN 55415 (the "Facility"), and Eschelon has agreed to pay the incremental and extraordinary costs associated with the dedicated provisioning team.

Eschelon agrees to be a Trial Participant for the QWEST Market Trial ("Trial") of the Products and Services that are set forth on Attachment 1 (collectively, the "Services"), which is incorporated herein by this reference. Section 3 of Attachment 1 provides an overview of the Trial and describes goals of the Trial.

Eschelon understands and acknowledges that the Agreement is a Trial, and that this Trial does not commit either Party to provide a dedicated provisioning team outside the context of the Trial or to continue providing a dedicated provisioning team after conclusion of the Trial. Eschelon also understands and acknowledges that, other than this Agreement, there is no legal, regulatory, or contractual requirement that QWEST locate a dedicated provisioning team at a competitive local exchange provider's facility. This Trial will be conducted under the following Terms and Conditions, including Attachment 1.

1. **ABOUT THE SERVICE.** The respective responsibilities of QWEST and Eschelon are described in Attachment 1.
2. **TERM.** The Parties have agreed that this Agreement is effective as of May 1, 2000 and will expire one (1) year from this date.
3. **PAYMENT AND CHARGES.**
 - 3.1 Eschelon shall pay QWEST the sum of \$9,206 each month for the term of the Agreement. Such charges do not include applicable taxes imposed by law.
 - 3.2 Eschelon shall pay each bill thirty days after receipt of the invoice. Late payments are subject to a charge of one and one-half percent (1-1/2%) per month, or the maximum allowed by law, whichever is less.
4. **TERMINATION.** Either Party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other Party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement.
5. **LIMITATION OF LIABILITY.** QWEST SHALL NOT BE LIABLE TO ESCHELON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA. IN NO EVENT SHALL

QWEST LIABILITY TO ESCHELON FOR ANY DAMAGES RELATED TO SERVICE EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT THAT WOULD HAVE BEEN CHARGED TO ESCHELON FOR SERVICE NOT PERFORMED OR IMPROPERLY PERFORMED. REMEDIES OF ESCHELON UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6. **PERSONAL INJURY; PROPERTY DAMAGE.** Each Party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT, EXCEPT AS PROVIDED IN SECTION 4.2.1.4 OF ATTACHMENT 1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA.
7. **DISCLAIMER OF WARRANTIES; LIMITED REMEDY.** QWEST MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event of an error, delay, defect, breakdown, or failure in Service or QWEST platform, QWEST's sole obligation shall be limited to the use of reasonable diligence under the circumstances to restore Service. Eschelon's sole and exclusive remedy in the event of an error, delay, defect, breakdown or failure in Service shall be limited to a daily prorated credit of any monthly service fee Eschelon paid for Service during the period of said event. No credit shall be available for difficulties such as Eschelon equipment failure, slow dial tone, busy circuits, any local telephone company or long distance company network failures or other causes beyond QWEST's reasonable control. Nothing in this section in any way affects or limits the rights Eschelon has under other agreements with QWEST or in consequence of any statute, regulation, or rule to service quality and performance guarantees, credits, penalties, or compensation of any kind.
8. **UNCONTROLLABLE CIRCUMSTANCES.** Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
9. **CONFIDENTIALITY, PRESS RELEASES.** The terms of this Agreement are confidential, contain trade secret information and shall not be disclosed unless pursuant to a lawful Order compelling such disclosure. In such event that production is compelled, neither Party shall disclose the terms of this Agreement without first notifying the other Party. Neither Party shall use the other's name in any press releases, sales promotions, or other publicity matters relating to the Trial or the Services without written approval from the other Party. Nothing in this section in any way affects or limits rights and obligations of the Parties relating to confidentiality and nondisclosure under other agreements with one another.

10. **DISPUTE RESOLUTION.** 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 then-current rules of the American Arbitration Association ("AAA"). A single arbitrator engaged in the practice of law and knowledgeable about the subject matter of the dispute shall conduct the arbitration. 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. The arbitrator's award shall be final and binding and may be entered 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 arbitrator. The arbitration proceedings shall occur in the Minneapolis, Minnesota metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
11. **LAWFULNESS.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any provision not in compliance is void. This Agreement shall be governed by the laws of the state where Service is purchased.
12. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
13. **HUMAN RELATIONS.**
- 13.1 Eschelon will not attempt to manage, supervise, or otherwise direct the performance of QWEST employees, including the Coach and the Service Delivery Coordinator ("SDC").
- 13.2 Eschelon agrees that during the term of the Agreement and for a period of 12 months thereafter, without the prior written consent of QWEST, Eschelon will not actively solicit for employment any employee of QWEST, including the Coach and SDC, working in its Facility.
- 13.3 Eschelon agrees that it will abide by and support in every respect the QWEST Code of Conduct, related policies and procedures, and applicable state and federal laws, as the same relate to the working conditions of the Coach and the SDC working in its Facility. Eschelon's agreement to so abide specifically includes but is not limited to the QWEST Non-Discrimination, Workplace Violence, Sexual Harassment, and Safety and Hygiene policies, abbreviated copies of which are attached as Attachment 2.
14. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.** Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any

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environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

15. GENERAL.

- 15.1 Eschelon shall not assign or transfer any interest in this Agreement without the prior written consent of QWEST, which consent shall not be unreasonably denied or delayed. QWEST may assign or transfer this Agreement to any parent, subsidiary, successor or affiliated company without the prior written consent of Eschelon.
- 15.2 This Agreement constitutes the entire understanding between Eschelon and QWEST with respect to the Service provided herein and supersedes any prior Agreement or understanding(s).
- 15.3 If either Attachment conflicts with any terms or conditions stated in the body of this Agreement, this Agreement shall govern the Parties' relationship with respect to such conflict. If the terms and conditions of this Agreement conflict with any other document, the terms and conditions stated in this Agreement shall govern the Parties' relationship with respect to such conflict.
- 15.4 This Agreement benefits Eschelon and QWEST. There are no third Party beneficiaries.
- 15.5 Failure or delay by either Party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.
- 15.6 If a Party returns this Agreement by facsimile machine, the signing Party intends the copy of this authorized signature printed by the receiving facsimile machine to be its original signature.

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16. EXECUTION. The Parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement as of the latest date shown below.

Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intellicom, Inc.)

QWEST Corporation (formerly U S WEST Communications, Inc.)

J. Oxley
Authorized Signature

Jasmin T. Espy
Authorized Signature

J. Jeffery Oxley
Name Typed or Printed

Jasmin T. Espy
Name Typed or Printed

Executive Director - Law and Policy
Title

Vice President - Marketing
Title

7/14/00
Date

7-21-00
Date

730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

Elizabeth J. Stamp
1801 California Street, Suite 2410
Denver, CO 80202

Address for Notices

Address for Notices

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**ATTACHMENT 1
TO
TRIAL AGREEMENT**

1. **PARTICIPANT'S NAME.** The Participant is Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intellicom, Inc.).

2. **PARTICIPANT'S LOCATION(S).** The location for the Trial shall be 511 11th Avenue South, #340, Minneapolis, MN 55415 (the "Facility").

3. **TRIAL OVERVIEW AND GOALS.**

During the Trial, subject to the parameters outlined below, QWEST will locate a provisioning team, consisting of at least two QWEST employees, at the Facility. Though the activities performed by these employees will not differ from the activities these employees would perform on any CLEC's behalf at a QWEST service center, the QWEST employees will perform such activities at the Facility for the term of the Trial.

The goals of the Trial include, but are not limited to, the following three items. The first goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers would be feasible, given the logistics of providing provisioning support on a broad scale. The second goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers has the potential to significantly reduce the number of errors in orders submitted by customers. The third goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers, when compared to existing provisioning support arrangements, has the potential to facilitate the resolution of service and provisioning issues.

4. **THE TRIAL.** The Trial shall consist of the Services as set forth in this Section 4.

4.1 **Facilities and Equipment**

4.1.1 Eschelon shall provide the following facilities and equipment so QWEST can provide the services identified in this Agreement.

4.1.1.1 Eschelon will provide to QWEST a secured office at the Facility. The office will have a lock on the door. Eschelon will not have a key to the secured office at the Facility. The QWEST Coach and SDC will be the only people with a key to the secured office.

4.1.1.2 Eschelon will provide office furnishings, including desks and chairs, for the office. Eschelon will provide power for the office.

4.1.1.3 Eschelon will provide 5 telephone lines (with long distance functionality), 2 telephone sets, and a dedicated facsimile machine for QWEST's use.

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- 4.1.1.4 Eschelon will provide badges for the Coach and the SDC. These badges will provide access to the two main doors at the Facility from 6:30 am to 6:30 pm.
- 4.1.1.5 Eschelon will provide parking at the Facility free of charge.
- 4.1.2 QWEST shall provide the following equipment so it can provide the services identified in this Agreement.
 - 4.1.2.1 QWEST will provide 2 computers and 2 printers solely for the use of the Coach and SDC.
 - 4.1.2.2 QWEST will install the computers in the secured office provided by Eschelon and connect the computers via dial-up access to appropriate QWEST systems.

4.2 Duties and Services

4.2.1 Eschelon shall perform the following activities:

- 4.2.1.1 Eschelon will perform normal order provisioning activities (i.e., order issuance, order updates, and error resolution).
- 4.2.1.2 Eschelon will escalate and seek the expedition of orders/repairs as it considers appropriate.
- 4.2.1.3 Eschelon and QWEST will consider the adequacy of assigned human resources every ninety (90) days.
- 4.2.1.4 Eschelon recognizes that QWEST has an obligation to protect the confidentiality of the data in its computer systems. Eschelon agrees that it shall not, under any circumstances, attempt to access the computers provided by QWEST that allow access to QWEST's computer systems. Inappropriate or unauthorized access by Eschelon to QWEST's computer systems through the computers provided by QWEST is grounds for the immediate termination of this Agreement with cause. Eschelon further agrees to release, indemnify, defend and hold harmless QWEST 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, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the breach of this section by Eschelon or any its officers, directors, employees, agents, or subcontractors.

4.2.1.5 Eschelon agrees to hold in strict confidence all Confidential Information received from QWEST as a result of this Agreement and to use such information solely for the purposes of this Agreement. Eschelon agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, Eschelon agrees: (a) not to copy any such Confidential Information; (b) not to make disclosure of any such Confidential Information to anyone; and (c) to appropriately notify its employees and subcontractors not to make disclosure of any such Confidential Information to anyone. The obligations set forth herein shall be satisfied by Eschelon through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Upon termination of this Agreement for any reason or upon request by QWEST, Eschelon shall return to QWEST all Confidential information received from QWEST as a result of this Agreement or certify that it has destroyed all Confidential Information received from QWEST as a result of this Agreement.

4.2.2 QWEST shall perform the following activities:

4.2.2.1 QWEST Coach shall participate on conference calls between Eschelon and QWEST as appropriate.

4.2.2.2 The QWEST Coach and SDC shall investigate on a daily basis:

- Reject and other issues arising from Eschelon provisioning activities
- Orders that have not been issued/typed by QWEST
- Confirm information for Firm Order Commitments
- Outstanding issues such as CRM, customer notifications and other issues with QWEST representatives.

4.2.2.3 The QWEST Coach and SDC shall collect data for Eschelon's pending orders.

4.2.2.4 The QWEST Coach and SDC shall use the data to conduct root cause analysis and identify trends for issues, including:

- Order Provisioning Issues (orders, interaction with center processes, policies)
- Request Rejects
- Line Validation (PIC issues, conversions, features)
- Billing Inquiries (including verifying Eschelon CSRs)
- Escalations/expedites
- Chronic Repair and Service Issues (as they relate to order provision functions)

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- FOC timeliness
- Order timeliness/completion

4.2.2.5 The QWEST Coach and SDC shall use the data, root cause analysis and identified trends to:

- Recommend training (as appropriate) to QWEST and/or Eschelon
- Propose process/policy change (as appropriate) to QWEST and/or Eschelon
- Present quarterly reviews of the on-site team's status, successes, and failures to senior management of both Eschelon and QWEST
- Recommend action plans to senior management of both Eschelon and QWEST
- Implement action plans approved by senior management of both Eschelon and QWEST
- Provide feedback (as appropriate) to QWEST and/or Eschelon

4.2.2.5 The QWEST Coach and SDC will act as a liaison with QWEST on other service and order provisioning issues that are not resolved through normal operations and provisioning processes.

4.2.2.6 The QWEST Coach and SDC will provide ongoing support to Eschelon in understanding QWEST's normal operating and provisioning processes.

4.2.2.7 On-Site Reporting:

- For the term of this Agreement, the QWEST Coach and SDC will report and be located at the Facility with occasional return to QWEST for meetings/ongoing training.
- The QWEST Coach or SDC will generally be available on-site during regular business hours.
- The QWEST Coach will provide a schedule to Eschelon to ensure that Eschelon is aware of the Coach's and SDC's planned availability.

4.2.2.8 QWEST and Eschelon will consider the adequacy of assigned human resources within sixty (60) days after this Agreement is signed.

4.2.2.9 QWEST agrees to hold in strict confidence all Confidential Information received from Eschelon as a result of this Agreement and to use such information solely for the purposes of this Agreement. QWEST agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, QWEST agrees: (a) not to copy any such Confidential Information; (b) not

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to make disclosure of any such Confidential Information to anyone; and (c) to appropriately notify its employees not to make disclosure of any such Confidential Information to anyone. The obligations set forth herein shall be satisfied by QWEST through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Upon termination of this Agreement for any reason or upon request by Eschelon, QWEST shall return to Eschelon all Confidential information received from Eschelon as a result of this Agreement or certify that it has destroyed all Confidential Information received from Eschelon as a result of this Agreement.

4.2.3 QWEST shall not perform the following activities:

4.2.3.1 The QWEST Coach and SDC shall not perform normal order provisioning activities (i.e., order issuance, order updates, or error resolution).

4.2.3.2 The QWEST Coach and SDC shall not perform account team functions (i.e., contract issues and negotiations).

4.2.3.3 The QWEST Coach and SDC will not perform escalations or seek expedites on behalf of Eschelon; however, they will support Eschelon in the escalation and expedite process for orders/repairs.

5. NOTICE. Each Party shall provide any and all notices required under this Trial Agreement to the other Party at the following address:

PARTICIPANT'S ADDRESS

J. Jeffery Oxley
Executive Director - Law and Policy
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

QWEST'S ADDRESS

Elizabeth J. Stamp
Director - Interconnect
1801 California Street, Suite 2410
Denver, CO 80202

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**ATTACHMENT 2
TO
TRIAL AGREEMENT**

Non-Discrimination

It is the policy of QWEST to provide equal employment opportunity for employees and applicants in connection with employment decisions. Unlawful discrimination against an individual based on race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status, or any other form of unlawful discrimination or harassment, is contrary to QWEST policy and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful discrimination. Because laws protecting an individual's right to non-discrimination based on sexual orientation only exist on a state or local basis, the Non-Discrimination Policy of the Company with respect to sexual orientation extends to all employees, regardless of whether or not a state or local law applies.

QWEST is committed to a policy of affirmative action to employ and to advance in employment minorities, women, qualified individuals with disabilities, special disabled veterans and veterans of the Vietnam War.

Generally, non-discrimination means making employment decisions without regard to a person's race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran status".

Examples of employment decisions include, but are not limited to: evaluating employees' performance; making recommendations on hires, transfers, and promotions; recommending discipline, corrective action and termination.

In some instances, a disability or a required religious practice may need to be taken into account when the individual is otherwise qualified. An individual may be disabled under Federal or state law if he or she has an ongoing physical or mental condition or impairment that substantially limits his or her life activities. A disability may, but does not necessarily, include ongoing conditions such as epilepsy, diabetes, HIV/AIDS, cancer, etc. The legal duty of nondiscrimination may include a duty to make a reasonable accommodation.

Harassment on the basis of race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status will not be tolerated and can be illegal. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a basis described above can constitute harassment.

Written or graphic material placed on walls, bulletin boards or elsewhere in the employer's premises, or circulated in the workplace that denigrates or shows hostility toward an individual or group on the basis described above can also constitute harassment.

If you have a violation to report, or if you feel that you have been discriminated against, you should contact your supervisor or manager, the EEO Hotline (1-800-336-4636), or the Human Resources Department.

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Retaliation against an employee who complains about or reports discrimination or who participates in an investigation concerning alleged discrimination is prohibited.

Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a work environment free of unlawful harassment and unlawful discrimination. Managers and supervisors must identify potential incidents of discrimination immediately and report them to the EEO Hotline (1-800-336-4636) or Human Resources.

The interpretation and examples in this policy are illustrative and not intended to be all-inclusive.

Workplace Violence

Employees shall not use violence or threats of violence at work.

QWEST prohibits violence or threats of violence at work. This prohibition includes threatening language, both verbal and written, threatening gestures or behavior, and/or actual physical fighting by any employee. Firearms and/or weapons of any kind are prohibited on Company property, in the work place, in Company vehicles or in an employee's possession while on Company property or on Company business. It is the responsibility of each employee to be aware of, and to adhere to, this policy and report any violations to the appropriate management representative.

Management is responsible to take appropriate action whenever threats of violence or physical violence are observed by or reported to management.

Safety & Industrial Hygiene

QWEST recognizes the importance of providing employees with a safe and healthful workplace free of recognized hazards. To accomplish this, QWEST aims to conduct its operations in a manner that reasonably minimizes the risk of occupational injury and illness, reasonably minimizes property damage, and complies with applicable laws and regulations. In addition, QWEST adopts detailed compliance plans for managing safety risks as necessary.

Employees must understand and adhere to all applicable occupational safety and health requirements, and promptly report unsafe acts, hazardous conditions, or suspected violations of the law.

The rules for QWEST operations and state and federal occupational safety and health laws are complex, and your Environmental Health and Safety (EHS) group has developed detailed compliance plans for various tasks and operations. These plans help managers and employees understand what their occupational safety and health responsibilities are.

Employees must be aware of occupational safety and health requirements, and be alert and responsive to potential violations and hazards. Each QWEST employee must understand and follow those detailed compliance plans that apply to their work and should seek training and

help where necessary. Employee compliance and reports of hazards are vital to making QWEST an even safer place to work.

Employees must immediately obtain the approval of their EHS group prior to allowing any governmental agency, including the Occupational Safety and Health Administration (OSHA), access to Company facilities. If served with a subpoena or search warrant or if a serious accident occurs involving multiple injuries or a fatality, your EHS group and the EHS lawyer in the QWEST Law Department must be contacted immediately. In either case, call UniCALL 800-654-2525.

Sexual Harassment

Sexual Harassment, a form of sex discrimination, is illegal, contrary to QWEST policy, and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful sexual harassment.

Unlawful Sexual Harassment: The federal government has defined sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors. Examples of sexual harassment are: unsolicited verbal sexual comments or jokes; subtle pressure for sexual activity; repeated unwelcome flirtations, advances or propositions; graphic remarks about a person's body or sexual activities; or patting, pinching or unnecessary touching.

Sexually oriented gestures, noises, remarks or rumors about a person's sexuality or sexual experience directed at or made in the presence of any employee can be sexual harassment. Engaging in such behavior is unacceptable, whether at the workplace or at any work-related setting outside the workplace, such as a business trip or business-related social event.

Displaying pictures, reading or viewing posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, can also be a form of sexual harassment, and, in any event, is prohibited.

Managers and supervisors have special responsibilities with respect to this sexual harassment policy. Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a workplace free of unlawful sexual harassment. They must identify suspected incidents of sexual harassment

immediately to their assigned Human Resources Representative and/or the EEO Hotline (1-800-336-4636).

QWEST will not tolerate behavior in violation of this sexual harassment policy of, or by, non-employees, such as customers, dealers/contractors, visitors, or others.

Concerns will be reviewed and investigated as appropriate. Even conduct that does not rise to the level of unlawful sexual harassment may nonetheless constitute poor business judgment and be grounds for discipline.

If you believe that you have been subjected to sexual harassment, promptly contact either your supervisor, the Human Resources Department, or call the EEO Hotline (800/336-4636).

Trade Secret Data Ends]

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Held Order (Lack or Reuse of Facilities) Team.
- b. Notes of every meeting involving Qwest and the Held Order (Lack or Reuse of Facilities) Team.
- c. The number of hours spent (to date) by the Held Order (Lack or Reuse of Facilities) Team providing services to Qwest.
- d. A description of the work performed by the Held Order (Lack or Reuse of Facilities) Team.
- e. Any written document describing the work to be performed by the Held Order (Lack or Reuse of Facilities) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Held Order (Lack or Reuse of Facilities) Team based on work productivity and staffing availability. See Trade Secret Attachment A - Opportunities/Issues: Held Order, Including Lack or Reuse of Facilities.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

PUC Docket No.: P-421/C-02-197

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 106:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 106 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 106 should be protected from public disclosure.

Opportunities/Issues: Held Orders, Including Lack or Re-use of Facilities

MINNESOTA
 DOCUMENT NO. P12/C-02-197
 DOC 02-106
 ATTORNEY GENERAL

Eschelon Implementation Team Members - Held Orders/Facilities		
Network Provisioning Manager (Primary Contact)		612-436-6218
Bonnie Johnson		bjohnson@eschelon.com
Tina Schiller	Manager of Test & Turn Up	tmschiller@eschelon.com
Lynne Powers	Vice President, Provisioning and Repair	lpowers@eschelon.com
Karen Clauson	Director of Interconnection	kclauson@eschelon.com
Garth Morrissette	Manager of Regulatory Affairs	gmmorrissette@eschelon.com

Qwest Implementation Team Members - Held Orders/Facilities		
Account Manager		612-663-5238
Judy Rixe	CICMP	jrix@uswest.com
Matthew Rossi		mrossi@uswest.com
Russ Irvig	TBD	218-723-5800

DATE: January 24, 2001

EVENTS/ACTIVITIES:

- April 2000: Eschelon asked Qwest to provide basis for rejecting orders based on lack or re-use of facilities.
- 8/30/00: Lynne Powers of Eschelon sent a letter to Qwest account team (Judy Rixe and Judy Tinkham) asking for Qwest's policy on lack or re-use of facilities and requesting specific information about application of that policy (see attached copy of letter)
- 9/28/00: Dave Kunde of Eschelon sent a letter to Qwest account team (Judy Rixe and Judy Tinkham) about situation in which Qwest made facilities available to its retail side when it would not provide facilities to Eschelon (see attached copy of letter)
- 9/29/00: Lynne Powers of Eschelon sent a letter to Qwest asking Qwest to provide a response to Eschelon's letter of 8/30/00 (see attached copy of letter)
- 12/8/00 & 1/2/01: Eschelon submitted 5 change requests to Qwest for consideration by the Co-Provider Industry Change Management Process (CICMP) (see attached summary of change requests)
- 12/20/00 & 1/17/01: Eschelon's Bonnie Johnson, Lynne Powers, and Karen Clauson participated in CICMP meeting to discuss change requests related to held orders

Priority # Objective

Opportunity/Issue

Recommendation/Proposal

Next Steps/Action Items
[With Owner & Due Date] or
Resolution & Date Resolved

<p>High</p> <p>1</p>	<p>Qwest to re-use facilities on all CLEC to CLEC conversions regardless of type of service (CR #5263137)</p>	<p>Qwest is spending a significant amount of revenue for processing held orders when the customers' existing facilities could be used to convert to a different local service provider.</p>	<p>Change Qwest policy and process to support the re-use of facilities on all conversions. Develop and communicate written methods and procedures for re-use of facilities.</p>	<p>Matt Rossi/Qwest, by 1/8/00: distribute info to CLECs to ensure all scenarios are covered by Qwest in internal meeting.</p> <p>Matt Rossi & Russ Urvig/Qwest, 1/11-12/00: Internal Qwest meeting</p> <p>Matt Rossi/Qwest, on 1/17/00: Report results of 1/11-12 meeting to CLECs; indicated Qwest will now allow re-use of facilities but has not yet established a process</p> <p>2/19/01: Qwest (Russ Invlg) to release process to CLECs</p>
<p>High</p> <p>2</p>	<p>Nondiscriminatory access to loop reclamation: Qwest to use loop reclamation process currently used by Qwest Retail for CLECs/Escheion when a facility problem is identified on conversions for which the customer is converting from a facility based CLEC to Qwest (CR#5263569)</p>	<p>Qwest has indicated that it will not perform loop reclamation to prevent a CLEC order from going into held status. When an order goes into held status, the potential is significant for the end-user customer to lose service if Qwest fails to notify the CLEC to push the date out on the LNP and disconnect of the UNE loops. A Qwest retail customer would not lose because Qwest uses the loop reclamation process by Qwest Retail.</p>	<p>Implement the process currently used by Qwest Retail for loop reclamation when a facility problem is identified. In the interim, change to process that states to push the date out 30 days on the LSR sent to the CLEC for porting when an order is held to cancelling the request for porting until a RFS date is obtained. (Example Hummingbird Floral)</p>	<p>Matt Rossi/Qwest, by 1/8/00: distribute info to CLECs to ensure all scenarios are covered by Qwest in internal meeting.</p> <p>Matt Rossi & Russ Urvig/Qwest, 1/11-12/00: Internal Qwest meeting</p> <p>Matt Rossi/Qwest, on 1/17/00: Report results of 1/11-12 meeting to CLECs; indicated Qwest will now perform loop reclamation but has not yet established a process</p> <p>2/19/01: Qwest (Russ Invlg) to release process to CLECs</p>

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High	3	<p>Install adequate facilities and reduce number of held orders (CR#5263637)</p>	<p>Through recurring rates, Qwest is being compensated for expanding its network to account for new growth. Qwest will build facilities for its own retail customers. (In Arizona arbitrations, for example, Qwest reported that it installs 3 lines per customer to anticipate growth.) However, Qwest will not do so for CLECs in similar situations. Qwest has rejected orders from Eschelon for the stated reason that "no jobs planned in the near future for this area." The orders are placed in held status indefinitely, with no date for completion. When asked about these rejections, Qwest indicated it believes it has no obligation to build. At the last CICMP meeting, Qwest again confirmed that it is Qwest's policy not to build additional I/NEs when Qwest is out of capacity, but Qwest will build for a retail customer's order. As indicated, however, Qwest is being compensated for such growth and would build for its own retail customer in the same situation. Because Qwest has access to this information for its planning purposes, parity requires that CLECs also have access to the same information for their planning purposes.</p>	<p>Please modify Qwest's practices to build in these situations and to provide notice to CLECs as to when held orders will be completed. In the meantime, until such processes are in place, please institute a process to provide to CLECs (perhaps through a website) a list of those areas for which Qwest has jobs planned, a list of areas for which no jobs are planned, and a description of the nature of the jobs planned. Modify Qwest's processes to ensure installation of adequate facilities and reduction in the number of held orders. Develop performance measurements and remedies to provide an incentive to Qwest to reduce held orders and decrease time required to provide facilities once held.</p>	<p>See events/activities for dates back to April 2000 when Eschelon has raised this issue.</p> <p>1/17/01: Qwest indicated that it will provide a written policy to CLECs by 1/31/01</p>
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<p>High</p>	<p>4</p>	<p>Pair gain issues have been identified in numerous outover meetings as a serious problem.</p> <p>1/17/01: Qwest indicated that the IRRG is outdated and will be updated. Qwest (Jerry Shypuski) indicated that he is investigating the issue of inadequate notice when pair gain is involved. He also indicated that, while Qwest prefers to look for copper first, Qwest will provide to CLECs information on unbundling of IDLC.</p> <p>Qwest needs to provide a date by which it will provide such information and processes.</p>
<p>High</p>	<p>4</p>	<p>Modify Qwest's processes to provide facilities, despite use of integrated pair gain (CR#5263671)</p>
<p>High</p>	<p>4</p>	<p>The FCC has said that "[t]he BOC must provide competitors with access to unbundled loops regardless of whether the BOC uses [IDLC] technology..." (BellSouth Second Louisiana 271 Order, ¶187 and SBC Texas 271 Order, ¶248.) The processes outlined in Qwest's IRRG are not consistent with this requirement. In some cases, Qwest does not identify that IDLC is being used until the day of cut. When the discovery is made, Qwest may not dispatch a technician. Instead, Qwest delays the order or places it in held status. Qwest does so for all lines, even though facilities may be available for some of the lines. Please modify Qwest's processes to be consistent with the FCC's order. Also, please modify Qwest's processes to identify earlier (before the day of cut) that IDLC is being used. If use of IDLC is not identified until the day of cut, ensure that a technician is available to resolve the issue that day (rather than delaying the order). If Qwest indicates that it does not have facilities for all lines, change Qwest's processes so that the lines for which facilities are available may be installed (when the line configuration supports doing so).</p>
<p>High</p>	<p>4</p>	<p>Modify Qwest's processes to provide facilities, despite pair gain (IDLC).</p>

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High	5	Develop and provide to Eschelon a process for ordering and use of Universal Digital Channels (UDC) (CR)	Identify when loops meet the qualifications for use of UDCs and under what circumstances UDCs can be used. For example, identify when UDC is a suitable alternative for serving a customer whose order would otherwise go into held status because facilities are unavailable or the customer is currently being served using Integrated Digital Carrier (IDLC).	Develop and distribute methods and procedures for ensuring that the quality of service will not be adversely affected due to use of UDC and, if quality is adversely affected, restoring the customer's quality of service. If costs are associated with UDC, identify those costs.	August-October 2000: An Eschelon end-user customer complained to the MN PUC regarding a situation that was ultimately addressed by using UDC. Qwest either had no process in place or did not communicate it to Eschelon. 1/17/01: Qwest indicated that it has been using UDC and made doing so part of a process in approximately August of 2000. Lynne Powers indicated that CLECs need to have their own policy/UDC will affect intervals. Qwest agreed to provide a policy to CLECs by 1/31/01.
High	6	Timely and accurate held order notification for resale/UNE-E.	In many cases Eschelon is not notified of facility problems on order activity that includes, new installs, moves and conversions from another CLEC that creates new facilities.	Identify gaps in the existing process for held order notification to determine if new process is required or the existing process is not being followed. Notification of held order via E-mail rather than VM. Eschelon has had many situations where Qwest has indicated a call was made when we did not receive it. In addition, when a held order is identified and the request is porting in numbers from another CLEC, timely notification to that CLEC should take place. This will require Qwest's held order and provisioning units to communicate more closely.	1/24/01: Karen Clauson asked Qwest by email for proposal as to how to proceed, if Qwest does not want to create a team to meet with Eschelon on these issues
High	7	Timely and accurate held order notification for on-net.	In many cases Eschelon is not notified of facility problems on order activity that includes, new installs, moves, conversions from another CLEC that creates new facilities and IDLC until the day of cut or after the due date has passed.	Identify gaps in the existing process for held order notification as it relates to UNE loops. Rather than Qwest performing significant systems changes to FOC after RID, develop a process where the CLEC is notified immediately when RIS is not met. Given that the FOC is sent to the CLEC before RID is met, a timely notification of facility issues or IDLC is even more critical.	1/24/01: Karen Clauson asked Qwest by email for proposal as to how to proceed, if Qwest does not want to create a team to meet with Eschelon on these issues
High	8	To determine acceptable standards related to held orders to ensure reliable, quality service	Eschelon and Qwest should agree on acceptable held order standards. Setting benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve service within both organizations.	Eschelon asks Qwest to agree to create and track such measurements For all intervals/measures, a structure or incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met.	1/12/01: Eschelon provided Qwest with example of a report card with such measurements 1/26/01: Eschelon and Qwest to meet in Denver regarding quality of service issues, including measurements

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Network (Interconnection Trunking, etc.) Team.
- b. Notes of every meeting involving Qwest and the Network (Interconnection Trunking, etc.) Team.
- c. The number of hours spent (to date) by the Network (Interconnection Trunking, etc.) Team providing services to Qwest.
- d. A description of the work performed by the Network (Interconnection Trunking, etc.) Team.
- e. Any written document describing the work to be performed by the Network (Interconnection Trunking, etc.) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

- a. This team simply required education on the issues, no further follow-up was needed.
- b. Notes have not been retained.
- c. 2-3 meetings lasting 1-2 hours each.
- d. Team identified issues, discussed procedures and policies and clarified positions. Issues addressed included, but were not limited to the following: SPOP, LIS trunking, DIXIE reports, and forecasting.
- e. See Trade Secret Attachment A.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

PUC Docket No.: P-421/C-02-197

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 107:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 107 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 107 should be protected from public disclosure.

Opportunities/Issues: NW Interconnection

ESCHELON: Kris Nandakumar (612 436 6441) [Primary Contact], Renga Muthukaruppan (612 436 6226), Marcel Stanasel (612 436 6449), Doug Frey (612 436 6219), Dave Patterson (612 436 6603), Satish Tiwar (612 436 6669), Gerry Boeke (612 436 6614), Garth Morrissette (612 436 6223), Ellen Gavin (612 866 7876)

QWEST: Judy Rixe (612 663 5238), Bill Fellman (612 663 1743), Pat Levene (612 663 6265)

DATE: 1/16/01

EVENTS/ACTIVITIES SINCE 12/8/2000:

- 1/15/01 - Karen again requested that Qwest expedite and resolve implementation of SPoP in Seattle.
- 1/12/01 - Karen requested that Qwest expedite and resolve implementation of SPoP in Seattle.
- 12/14/2000 -- Judy Rixe provided the process to implement SPoP in Seattle to Karen Clauson over voice-mail
- 12/14/2000 -- Karen asked for further clarification from Judy about disconnect process for IntrALATA toll group.
- 12/15/2000 -- Judy sent an e-mail clarifying the above.
- 12/20/2000 -- Doug Frey's group has ordered SPoP trunks to Aberdeen Tandem for SPoP.

PROGRESS HIGHLIGHTS SINCE 12/8/2000:

- 12/8/2001 - Verified routing of Northbend calls from Bellevue.
- 12/15/2001 - Qwest (Judy Rixe) confirmed no SPoP conversion charges.
- 1/2/2001 - Qwest (Linda Miles) confirmed that Eschelon doesn't need an amendment for SPoP product.
- 1/2/2001 - Information about Qwest co-provider web based training for LNP, LIS Trunking, and Unbundled Elements received.
- 1/11/2001 - SPoP order under process in Qwest for Seattle IXC (STTKWA06C91)

NONPUBLICATIONS
CONTAINING TRADE SECRET INFORMATION

MINNESOTA
DOCKET NO. 02-197
DOC 02-107
ATTACHMENT A

Last Updated - 02/20/01 at 8:45 AM by Kris Nandakumar

Priority	#	Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
Urgent	1	To obtain the same service from Qwest for Eschelon customers that Qwest provides to its own customers. Eschelon ported customers should have dialling parity with Qwest customers, including local calls that cross state boundaries.	In some cases, Eschelon customers can't call certain local areas as local (e.g. Bellevue, Seattle to North Bend Seattle) even though Qwest customers are able to.	Qwest should offer SPOP product expeditiously to Eschelon to enable local call access to all Qwest local areas and should require Eschelon to trunk to only one access tandem in the LATR.	<p>2 meetings (10/26/2000 and 11/29/2000) held with Eschelon, the following is a summary received from Judy Rixe on 12/15/2000 on disconnect issues. Karen Clausen sent e-mails to Judy Rixe on 1/12/ and 1/15 requesting that issue be expedited and resolved immediately.</p> <p>Judy Rixe to respond immediately.</p> <p>Owner: Kris Nandakumar</p> <p>DD: 1/2001</p> <p>SPOP trunklet management made available at two provisioning meetings. It has been determined that SPOP is not required in Seattle but will may possibly be ordered in Denver</p> <p>Issue closed.</p>
Urgent	2	Same as Item number 1.	Eschelon's Stillwater, MN customers are unable to call Houston, WI as a local call even though Houston is included in the Qwest local calling area.	Eschelon proposes that SPOP should provide dialling parity with Qwest.	<p>Discussed with Pat Levene on 1/4 and 1/11. Pat/Will to get back 1/15.</p> <p>Owner: Kris Nandakumar</p> <p>DD: 1/2001</p> <p>Information for traffic to Houston, WI has been provided to eschelon.</p> <p>Issue closed.</p>

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High	3	<p>To receive timely, qualified support from Qwest in planning and designing joint network and resolving network issues quickly.</p>	<p>Eschelon does not receive accurate, timely information needed to plan its network properly. For instance, the problem experienced in Bellevue could have been avoided if Qwest had informed Eschelon of Qwest's requirements when Eschelon informed Qwest of its plans for the Seattle market. Current Qwest resources are spread too thin and they are not able to adequately assist Eschelon. Web-site information is often out-dated and unreliable.</p>	<p>Qwest should provide a project manager for each new market Eschelon enters and to resolve problems in markets Eschelon currently serves. Qwest should also provide qualified experts for joint planning exercises and adequate access to network routing/Installations experts to work with Eschelon's planning and Engineering group.</p> <p>By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list.</p> <p>Owner: Renga Muthukaranpan DD: 1/2001</p> <p>New "Services of Excellence" have indicated that new market launches will require new project management. Customer notification for new organizations is forthcoming.</p> <p>Issue closed.</p>
High	4	<p>To be able to obtain LIS trunking capacity for initial turn-up and for augments in a timely manner so that Eschelon can provide service to its customers without lengthy and costly delays.</p>	<p>Initial US trunk requests for Seattle and Phoenix and augments to IXC trunks in Minneapolis and Portland were held causing delays in switch turnup and potential for traffic blockage.</p> <p>Qwest needs to provide capacity availability for planning purposes. Joint planning also needs to improve. Eschelon and Qwest should pro-actively look at alternatives (e.g. DEOTs). Instead of simply accepting Eschelon forecasts, Qwest needs to discuss them with Eschelon and share information necessary for planning.</p> <p>Qwest should commit to providing timely US trunking on US orders submitted pursuant to Eschelon's forecasts 99% of the time.</p>	<p>Qwest should pre-test loop before testing with Eschelon. Qwest tech should be on site when Eschelon is testing the loop. Eschelon proposes that a process be developed that is modeled after Analog coordinated cut.</p> <p>Next identification on further action items</p> <p>By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list.</p> <p>Owner: Doug Frey DD: 1/2001</p> <p>hired planning 15 currently done on a quarterly basis. Qwest has been working with Eschelon already on ordering DEOTs at the time of market launch (i.e. Denver) and on capacity of orders at the launch (withdrawing smaller quantities etc.)</p> <p>To be discussed on 7/27/01 meeting with UBL product development. This issue, however, has also been brought up at the 1/26 Data Entry meeting AND the 7-16 Palm Stegurd Adberry meeting. Need to make sure we are not doubling up our efforts.</p>
High	5	<p>To increase efficiency by setting up processes that ensure the delivery of DS1 capable loops that are in good working order.</p>	<p>A high percentage of the DS1 capable loops Qwest delivers cannot be turned up because of Qwest errors. The attachment gives current error rate and examples.</p>	<p>Owner: Doug Frey DD: 1/2001</p>

High	6	To increase efficiency by significantly reducing the number of TI held orders so that Eschelon may provide service to its customers without lengthy and costly delays.	A high percentage of TI orders Eschelon places with Qwest are placed in held status for various reasons. The attachment cites current statistics and examples.	Qwest should share its network capacity and buildout plan with Eschelon. Eschelon can provide forecasts similar to US forecasts on a quarterly basis. Qwest needs to manage its network capacity better. Qwest should commit to a held order rate on TI orders of less than 2 percent.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001
High	7	To obtain the same service from Qwest for Eschelon customers that Qwest provides to its own customers.	Qwest doesn't extend its facilities to the demarcation point in Minneapolis for Eschelon customers; but Qwest does so for its own customers. Eschelon cannot provide service to customers if Qwest will not provide facilities to the demarcation point. See the attachment for more detail.	Qwest should provide the same service to Eschelon customers that it provides to its retail customers and extend its facilities to the demarcation point.	Qwest doesn't extend services to the point of demarcation beyond the demarcation point. However, it is the responsibility of Qwest. A retail customer can purchase Qwest leased-line service if needed wire by paying time and materials. We do not wholesale the managed service. ISSI e (10x1)
High	8	To increase efficiency and put Eschelon customers in service in a more timely manner.	Currently it is taking 13 days for 35+ Direct Inward Dialing (DIDs) LNP orders to be processed by Qwest. This lengthy interval unnecessarily delays processing of Eschelon orders.	Analyze Qwest process and pursue shortening intervals. The LNP process should be on a shorter interval because the work to be completed is minimal. Qwest should commit to reducing LNP intervals for DIDs to 5 working days.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Kris Nandakumar DD: 1/2001

To be discussed at future meeting with provisioning vendor partners.

High	9	To obtain cross connects through a more efficient ordering process and at a better price.	Cross Connects are available only through the ASR ordering process and not the LSR ordering process. This increases both the cost and time to deliver the cross connects to Eschelon. Since cross connects are an unbundled transport element, they should be ordered through the LSR process.	Qwest should permit cross connects to be ordered through the LSR ordering process.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Karen Dawson/Doug Frey DD: 2/2001 To be discussed at future meeting with provisioning center personnel.
High	10	To obtain the ability to provide unbundled transport directly from any of Eschelon's collocation sites to Eschelon's central office (CO).	Qwest only offers unbundled dedicated interoffice transport (UDT) between Eschelon's co-los. This adds to Eschelon's cost while causing operational difficulties.	Eschelon proposes that Qwest permit UDTs to run directly to the CO from any Eschelon co-lo site. Eschelon will pay a fair charge for this arrangement.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Satish Tiwari DD: 1/2001 To be discussed at 2/22/01 meeting with UBL product management.
High	11	To establish a system for Qwest to timely notify Eschelon of all order/design changes.	When Qwest makes internal order or design change, an old order is cancelled and new order is created. Qwest does not inform Eschelon of the new order number and circuit identification number making it impossible for Qwest to test the circuit with Eschelon because the order and circuit identification numbers do not match between companies. The attachment provides examples of this problem.	There should be a formal notification process for Qwest to inform Eschelon when there is a change to an order. Qwest systems should cross reference old order information after a change is made.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel
High	12	To increase efficiency by providing training to Eschelon/Qwest Employees so they understand Qwest product offerings and know how to properly implement Qwest systems and ordering processes	Qwest employees cannot always accurately explain Qwest product offerings or properly implement and explain Qwest systems and ordering processes.	All Eschelon/Qwest employees using Qwest ordering systems should receive adequate training on systems, the ordering process and Qwest product offerings.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Kris Nandakumar/Karen Dawson DD: 1/2001 To be discussed at future meeting with provisioning center personnel

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Medium	13	Avoid blocking and congesting Qwest's network.	Qwest provides "512" report often on a 2 month delayed basis. This report is used to Engineer Direct End Office Trunks. The DIXC interface would provide more up to date information for monitoring Eschelon's traffic on Qwest's network.	Eschelon proposes that Qwest offer DIXC interface to Eschelon. Qwest has provided the same access to MCIworldcom. This will help Eschelon monitor its customers' traffic patterns in Qwest network effectively and avoid blockage/congestion, etc.	Qwest Account Team has initially indicated that this is not available. By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Marcel Stanassi DD: 2/2001
Medium	14	To institute bill and keep for terminating trunk charges.	For LIS trunks, Qwest charges terminating trunk charges. For the same trunks, Eschelon doesn't charge Qwest any trunk charges on its side.	Eschelon proposes that Qwest eliminate Terminating Trunk Charges and agree to bill and keep.	To be discussed with linking personnel. By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Satish Twari DD: 1/2001 To be discussed with LIS trunking product management.
Medium	15	To process ASR orders efficiently so that Eschelon's orders are not delayed.	Qwest's ASR review system is manual, not mechanized. Qwest doesn't review the rest of the order. If a minor error is identified. This causes repeated identifying and delays. The attachment provides examples.	Qwest should review the entire order before sending it back to Eschelon. This review and validation process should be mechanized in the order processing system.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel
Medium	16	To establish Qwest processes and procedures that ensure that Qwest does not disconnect facilities with traffic on them.	Qwest has disconnected Eschelon circuits with traffic on them on several occasions, delaying delivery of service to Eschelon's customers.	Qwest tech should monitor all circuits before disconnecting/canceling. Qwest should not disconnect/cancel any circuit with traffic on it. Qwest should always verify with Eschelon before the circuit is disconnected.	Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel

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Medium	17	To establish Qwest processes that ensure customer orders are not canceled unless the customer requests cancellation.	Qwest cancels an order automatically 15 days after it sends the order back to Eschelon for further information and does not inform Eschelon that the order is canceled.	No order should ever be cancelled without a customer request.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel
	18	To determine acceptable standards for network provisioning to ensure reliable, quality service.	Eschelon and Qwest should agree on acceptable standards for network provisioning by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time frames, order cancellation percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve network provisioning within both organizations.	Eschelon asks Qwest to agree to create and track such measurements. For all intervals/measures, a structure or process, such as a process for financial incentives, needs to be established to increase the likelihood that the interval will be met and to compensate Eschelon when it is not met.	By 1/23/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list.

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CONTAINS TRADE SECRET DATA

Opportunity/Issue ATTACHMENT

Issue # 5 DS1 and DS3 loops should be delivered with no errors 98% of the time. This is another area where Eschelon loses time on turning up circuits. In Minneapolis we have 38 orders where we have been able to do the initial test with Qwest. Out of the 38 circuits 17 of them had Qwest problems on the initial test. This is approximately 45%. It is hard to pinpoint one issue as the cause of this problem because the issues that cause this are so varied. Often we lose 2 to 3 days or more on these loops.

Examples:

Carrier Order

N93270401 - Eschelon tested the loop on 12/7/00. The tests failed and it was reported to Qwest. Even though Eschelon stated that the trouble was on the Qwest side Qwest refused to accept responsibility. The Eschelon tech had to go to the CO and prove to the Qwest tech that the trouble was on the Qwest side. The issue was finally resolved on 12/20. We lost 10 business days on this order.

C82987261 - Eschelon tried to test this circuit on 12/18/00. We were unable to loop the NIU. Eschelon reported the issue to Qwest but the issue was not fixed until 12/21.

Issue # 6 DS1 and DS3 circuit orders should not go into held status with Qwest as often as they do. Right now (in Minneapolis) out of 60 pending orders Eschelon has had 23 (38%) of them go held at Qwest for facilities. The 3 major reasons we are provided for the held orders are bad F1 pairs, bad F2 pairs and bad conditioned pairs. When these issues occur we lose several weeks on an order. Here are examples of orders that have gone held:

Carrier Order

N94044673 - This order went held on 8/18/00 with a release date of 9/19/00. When Eschelon tried to test on 9/19/00 the Qwest tester notified us that the circuit had gone held again. Eschelon escalated with Qwest and was promised a due date by 9/25. Eschelon did not receive a due date from Qwest until 10/26/00. The due date that was received was for 12/11/00. Eschelon continued to escalate for a better due date until 12/5. On 12/5 Eschelon was provided a due date of 12/6. On 12/7/00 Qwest put the circuit back into held status for defective pairs and was not able to provide an estimated due date. On 12/13 Qwest provided a due date of 12/21. On 12/21 Qwest was not able to test the circuit good with Eschelon stating the problem was between the spot bay and the customer. As of 1/10/01 Qwest is still having problems with this circuit and has not successfully delivered the circuit.

C92580453 - This order went held with Qwest on 9/18 for bad F1 pairs. The release date Eschelon was provided was for 11/8/00. We continued to push Qwest for a better due date and on 10/27/00 we were given a due date of 11/1/00. When Eschelon called to test the circuit on 11/7 Qwest informed us that it was having hardware problems in the CO. (Qwest had a labeling issue in the CO). On 11/15 Eschelon checked with Qwest to see if the problem had been resolved and found it was not but Qwest felt it would be able to resolve the issue by 11/17. On 11/17 Qwest had not resolved the issue and the reason given was that it had to do some rewiring at the E panel in the CO and Qwest would not give an estimated due date. Eschelon again called to follow up with Qwest on 11/28 and found the issue still not resolved. Qwest stated that it w

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having problems with the contractor it had hired for the wiring. Qwest agreed to send one of its Techs out to correct the problem but would not give a date for repair. Eschelon called the field order group at Qwest on 11/29 to see if a date for repair was established but Qwest would only give an estimated due date of 12/12. On 12/12 the issue was still not resolved but Qwest did provide a date for the repair of 12/18. Eschelon was able to test the circuit to the NIU on 12/20.

Issue # 7 Carrier Order # N93000123

Qwest states it will not move or extend the NIU for any customer in Minneapolis. This customer, Merriam Park, has not been able to get service from anyone other than Qwest due to the distance they are from the Qwest NIU in the building. There is an NIU in the building closer to the customer site but Qwest will not wire to it. Unless Qwest wires to this NIU the customer will not be able to get service. Eschelon has requested from Qwest that the NIU be moved but Qwest refuses to do so.

Issue # 11 Qwest makes design changes to its orders but Eschelon is not notified. When Qwest makes a design change the order number and the circuit ID change. The problem with this comes when Eschelon tries to initiate testing on the circuit and we have the wrong order number and circuit ID. The Qwest tester is then unable to test with Eschelon because the order number and circuit ID Eschelon has are not accurate. Here are several orders where this has occurred:

Original order #	Original circuit ID
#1 N94049823	3/HCFU/61345//NW
#2 N92651305	3/HCFU/94681//NW
#3 N93141831	3/HCFU/94756//NW

New order #	New circuit ID
#1 N92651960	3/HCFU/156207//NW
#2 N92651961	3/HCFU/158208//NW
#3 N93190315	3/HCFU/94760//NW

Issue # 15 Qwest will not check entire ASR for errors before rejecting order. If one error is found, Qwest rejects the order without reviewing the rest of it to see if there are other errors that need correction as well. Qwest also rejects the order in situations where if the entire order were reviewed it would be clear that the order should not be rejected. This creates delays in the ordering process due to numerous supplements for each order. Here are examples where these delays have occurred:

1) Carrier Order # N92060261

A supplement for this order was sent to change the requested due date and to remove one of the numbers from being ported. Eschelon then realized that the number needed to be added as a billing telephone number (BTN) so an additional supplement was sent. Qwest rejected the order back to Eschelon stating that the number that we requested to add as the BTN was scheduled to port and Qwest could not make it the BTN. Eschelon called Qwest to inform it that we requested this number not be ported in a previous supplement. Qwest acknowledged that it was an error but still requested that Eschelon send another supplement requesting the same thing. This happened several times until Eschelon escalated to Ken Beck with Qwest. This order was delayed almost 2 weeks through this process.

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2) Carrier Order #'s' C23239681-2, C00800318-9, C00017013-4

These orders were for Eschelon's IXC. local and toll trunking. Eschelon sent the orders to Qwest without the NPA/NXX because Eschelon did not have the codes yet. Eschelon asked Qwest to look over the orders and make sure that all the information on the orders was accurate so that when we did get the codes the orders would not be delayed and Qwest agreed. Eschelon sent the supplement for the NPA/NXX to be added to the orders. Several days later the orders were rejected because the CFA format we had submitted was incorrect (this was just a typo on our part) so Eschelon sent a supplement to correct. The orders were rejected again, this time for the NC code field. This happened 2 more time before the orders were corrected. This back and forth process could have been avoided if Qwest had reviewed the entire order for accuracy the first time it was submitted as requested by Eschelon. Each time this happens Eschelon loses 48 to 72 hours on the order and in many cases more.

Issue # 16 . The issue is that Qwest will cancel circuits if Eschelon has not tested and accepted within 30 days from the day they are ready. The problem is not with the policy, the problem is how Qwest goes about enforcing the policy. Qwest provisioning will send a letter shortly after it finds out Eschelon is not ready to test the circuit. The letter states that the circuit is in jeopardy of being canceled. This is the only communication Qwest initiates on the issue. It is not policy for Qwest to call before canceling the order. When the 30 days have passed and Qwest is going to cancel the order the Qwest provisioning group will call the Qwest tester to see if Eschelon had called to accept the circuit. If the Provisioning group is unable to get in touch with the tester or the tester does not call them back they will automatically cancel the order without any internal escalation. When the circuit order is cancelled the order goes to the Qwest techs in the field and they will pull down the cross connect. Qwest does not monitor the circuit to see if there is any traffic on it. Even if customers are on the circuit they will bring the circuit down. There are several things we can do to prevent this problem. First, we should receive a receipt/conformation from Qwest on every circuit that we accept. Second, Qwest techs should never disconnect a circuit that has live traffic on it

Here is an example of a circuit that was cancelled in error with testing going on:

Carrier Order #

C33179249 - This was a DS3 cross connect that we had accepted from Qwest but its records did not reflect that. We were in the process of running test patterns over this circuit overnight to make sure the circuit was good. When our techs went out to the site in the morning the circuit was gone.

C=6650419

AS 1/19
YH-3M9
(11-30)
1/19

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CONTAINS TRADE SECRET DATA

Trade Secret Data Ends]

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the OSS Team.
- b. Notes of every meeting involving Qwest and the OSS Team.
- c. The number of hours spent (to date) by the OSS Team providing services to Qwest.
- d. A description of the work performed by the OSS Team.
- e. Any written document describing the work to be performed by the OSS Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established an OSS Team based on work productivity and staffing availability.

Respondent: Tina Colvin

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Repair Team.
- b. Notes of every meeting involving Qwest and the Repair Team.
- c. The number of hours spent (to date) by the Repair Team providing services to Qwest.
- d. A description of the work performed by the Repair Team.
- e. Any written document describing the work to be performed by the Repair Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Repair Team based on work productivity and staffing availability.

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the UNE-P Team.
- b. Notes of every meeting involving Qwest and the UNE-P Team.
- c. The number of hours spent (to date) by the UNE-P Team providing services to Qwest.
- d. A description of the work performed by the UNE-P Team.
- e. Any written document describing the work to be performed by the UNE-P Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Discussions of UNE-P started as a working team between Eschelon and Qwest (not as one of the teams formed with the implementation plan). Weekly meetings were started in 2000 between Eschelon and Qwest to address ordering and product issues. Qwest had recently rolled out the product and there were many processes and procedures still under development. Representatives from Qwest included account team, service delivery and product management. Once Eschelon began ordering a different platform of lines, there was no focus on UNE-P as a product since it was no longer being ordered. The team did not have reason to meet any longer and UNE-P documentation, notes etc. were discarded.

Respondent: Tina Colvin

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 74

Case No. QWE-T-06-17

AT&T

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P421/CI-01-1371 and P421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By: Ferguson, Sharon

Date Requested: 07/10/2002

Date Response Due: 07/18/2002

REQUEST:

Admit that the handwriting on Exhibit 12 to these request is that of Audrey McKenney.

RESPONSE:

The handwriting on Exhibit 12, which was a coversheet for draft scenarios used for internal discussions, is that of Audrey McKenney.

Respondent: Audrey McKenney

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P421/CI-01-1371 and P421/C-02-197

Information Requested From: Qwest Corporation
Information Requested By: Ferguson, Sharon
Date Requested: 07/10/2002
Date Response Due: 07/18/2002

REQUEST:

Admit that the handwriting on Exhibit 13 to these requests is that of Audrey McKenney.

RESPONSE:

The handwriting on Exhibit 13, which was a coversheet for draft scenarios used for internal discussions, is that of Audrey McKenney.

Respondent: Audrey McKenney

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 75

Case No. QWE-T-06-17

AT&T

**AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE
Between
AT&T Corp.
and
U S WEST Communications, Inc.
in the State of Idaho**

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This Interconnection Agreement (this "Agreement"), effective _____, 199_ (the "Effective Date"), is entered into by and between AT&T Communications of the Mountain States, Inc., a Colorado Corporation, and U S WEST Communications, Inc., a Colorado corporation, to establish the rates, terms and conditions for local interconnection, local resale, and the purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

RECITALS

WHEREAS, pursuant to this Agreement, AT&T and U S WEST will extend certain arrangements to one another within each LATA in which they both operate within Idaho. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996, the rules and regulations of the Federal Communications Commission, and the orders, rules and regulations of the Idaho Public Utilities Commission; and as such does not necessarily represent the position of either Party on any given issue; and

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for AT&T's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, AT&T wishes to purchase Telecommunications Services for resale to others, and U S WEST is willing to provide such services; and

WHEREAS, AT&T wishes to purchase on an unbundled basis Network Elements, Ancillary Services and Functions and additional features separately or in any **Combination**¹, and to use such services for itself or for the provision of its Telecommunications Services to others, and U S WEST is willing to provide such services;

Now, therefore, in consideration of the terms and conditions contained herein, AT&T and U S WEST hereby mutually agree as follows:

SCOPE OF AGREEMENT

A. This Agreement specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale and Network Elements in the LATAs in Idaho where U S WEST operates.

B. In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

C. U S WEST will provide AT&T with at least the level of service quality or performance of obligations under this Agreement as U S WEST provides itself or any other Person with respect to all Telecommunications Services, Local Interconnection, Services for Resale, and Network Elements

¹ Per Order 27236 of the Idaho Public Utilities Commission (Dec. 1, 1997), at p. 8.

⁴ Per Sixth Order, at p. 3.

as applicable and shall provide such level of service quality or performance of service obligations in accordance with the specific requirements agreed to in Attachment 5.⁴

D. U S WEST shall provide to AT&T Services for Resale that are equal in quality, subject to the same conditions (including the conditions in U S WEST's effective tariffs which are not otherwise inconsistent with the terms and conditions contained herein), within the same provisioning time intervals that U S WEST provides these services to itself, its Affiliates and others, including end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.

E. Each Network Element provided by U S WEST to AT&T shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that U S WEST provides to itself, U S WEST's own subscribers, to a U S WEST Affiliate or to any other entity.⁵

F. The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

G. If a Party makes a change in its network which it believes will materially affect the interoperability of its network with that of the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with applicable FCC or Commission regulations.

H. In accordance with Section 251(c)(5) of the Act and the rules and regulations established by the FCC and the Commission, the Parties shall provide reasonable notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or network, as well as of any other changes that would affect the interoperability of those facilities and networks.

I. Except as otherwise provided for in Section 8 of Attachment 2, U S WEST shall not discontinue or refuse to provide any service required hereunder without AT&T's prior written agreement in accordance with Section 17 of Part A of this Agreement, nor shall U S WEST reconfigure, reengineer or otherwise redeploy its network in a manner which would materially impair AT&T's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's rules and regulations. U S WEST agrees that all obligations undertaken pursuant to this Agreement, including, without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

DEFINITIONS

Certain terms used in this Agreement shall have the meanings set forth herein or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the FCC's rules and regulations.

"911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"911 Site Administrator" is a person assigned by AT&T to establish and maintain 911 service location information for its subscribers.

⁵ Per Sixth Order, at p. 3.

TERMS AND CONDITIONS

1. General Provisions

- 1.1 *Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T's network and to terminate the traffic it receives in that standard format or the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.*
- 1.2 *Neither Party shall impair the quality of service to other carriers or to either Party's Customers, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation, at the earliest practicable time.*
- 1.3 *Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.*
- 1.3.1 *The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may deviate from industry standards referenced in this Agreement. Due to the manner in which individual equipment manufacturers have chosen to implement industry standards into the design of their products, along with differing vintages of individual facility components and the presence of embedded technologies pre-dating current technical standards, some of the individual facility components deployed within U S WEST's network, including, without limitation, Network Elements and associated business processes and the standards associated with the equipment providing such Network Elements (collectively, "Network Components"), may not adhere to all the specifications set forth and described in the Bellcore, ANSI, ITU and other technical and performance standards outlined in this Agreement. Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop a process by which U S WEST will inform AT&T of deviations from standards referenced in this Agreement. In addition, the Parties agree that those deviations from such standards documented by U S WEST to AT&T shall, to the extent permitted by FCC and Commission rules and regulations, supersede sections of this Agreement referencing technical standards otherwise applicable for the affected Network Elements.*
- 1.3.1.1 *U S WEST agrees that in no event shall it intentionally allow any Network Component provided by U S WEST to AT&T under this Agreement to perform below the standards or deviations therefrom reflected in Section 1.3.1. U S WEST shall minimize any degradation to its equipment relative to currently applicable service, where reasonable in view of industry adopted performance standards and technological developments. Written notice (the "Change Notice") of any planned changes in standards for any Network Component which could impact that Network Component will be provided at least ninety (90) days (or at the make/buy point) prior to the planned implementation. If AT&T notifies U S WEST of how the proposed change may adversely impact AT&T or its Customers within fourteen (14) calendar days after receipt of U S WEST's Change Notice, U S WEST and AT&T will schedule joint discussions to address and attempt to resolve the matter, including without limitation consideration of proposed alternatives. In addition, if U S WEST learns that any Network*

Component purchased by AT&T under this Agreement has been permitted (even if not intentionally) to fall materially below the level or specification in effect as of the Effective Date, U S WEST shall inform AT&T immediately.

1.3.1.2 Nothing in this Agreement shall be construed as an agreement by the parties to waive any continuing legal requirement that U S WEST need only provide access to or interconnection with its network as it exists at the time that AT&T may request such access, as opposed to a yet unbuilt, superior one. Modifications to U S WEST's network may be limited to those required to accommodate interconnection or access to unbundled network elements. Nothing in this agreement shall constitute a waiver of any obligation that U S WEST has to meet applicable state or federal standards respecting the nature, extent, or capabilities of its network that serves customers in Idaho.⁹

1.3.2 For purposes of providing interconnection to AT&T, in no event shall U S WEST be required to provide a level of service superior to that which it provides to itself.¹⁰

1.3.3 These preceding conditions shall be applicable for the entire contract and take precedence over any other conflicting section. The absence of specific references to this Section in potentially conflicting sections is not to be construed to mean that this Section does not apply.

1.3.4 The Parties recognize that services and processes to be provided or followed by U S WEST may deviate from those desired by AT&T or otherwise outlined in this Agreement. Due to the manner in which U S WEST has chosen to adopt its own processes or implement industry standards into the design of its services or support functions, some of the services or support functions deployed within U S WEST may not adhere to all the specifications set forth and described in this Agreement. Within forty-five (45) days after a request by either Party, the Parties will develop processes by which U S WEST will inform AT&T of the standards known by U S WEST to differ from standards referenced in this Agreement for services or support functions actually provided to AT&T. In addition, the Parties agree that such documented by U S WEST pursuant to such process shall, to the extent permitted by FCC and Board rules and regulations, supersede sections of this Agreement referencing such standards, services, or functions.¹¹

2. Most Favored Nation Terms and Treatment

2.1 Until such time as there is a final court determination interpreting Section 252(i) of the Act, U S WEST shall make available to AT&T the terms and conditions of any other agreement for interconnection, unbundled network elements and resale services approved by the Commission under Section 252 of the Act, in that agreements entirety.

⁹ Per Sixth Order, at p. 4.

¹⁰ Per Fifth Order, at p. 13

¹¹ Per Sixth Order, at p. 5.

After there is a final court determination interpreting Section 252(i) of the Act, the Parties agree to revise this Section 2.1 to reflect such interpretation

3. Payment

- 3.1 *In consideration of the services provided by U S WEST under this Agreement, AT&T shall pay the charges set forth in Attachment 1 to this Agreement. The billing procedures for charges incurred by AT&T hereunder are set forth in Attachment 5 to this Agreement.*
- 3.2 *Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of U S WEST's invoice or within twenty (20) days of 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.*
- 3.3 *A late payment charge of 1.5% applies to all billed balances, not reasonably disputed, which are not paid within the applicable time period set forth in Section 3.2 above. To the extent AT&T pays the billed balance on time, but the amount of the billed balance is reasonably disputed by AT&T, and, it is later determined that a refund is due AT&T, interest shall be payable on the refunded amount in the amount of 1.5% per month. To the extent AT&T pays the billed balance on time, but the amount of the billed balance is reasonably disputed by AT&T, and, it is later determined that no refund is due AT&T, no interest shall be payable on the disputed amount.*
- 3.4 *Late payment charges shall not be used as a "credit" to a deposit, if any, without the express approval of U S WEST.*
- 3.5 *Unless specified otherwise in this Agreement, U S WEST shall bill all amounts due from AT&T for each resold service in accordance with the terms and conditions as specified in the U S WEST tariff.*

4. Taxes

- 4.1 *Any federal, state or local excise, sales, or use taxes (excluding any taxes levied on income) 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 placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. 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. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party during the applicable reporting period.*

5. Intellectual Property¹²

¹² Per Third Order, at pp. 1-2
USWC/AT&T Interconnection Agreement - Idaho

- 5.1 **Obligations of Party Requesting Access.** As a condition to the access or use of patents, copyright, 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 ("Third Party Intellectual Property"), 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 of Third Party Intellectual Property, make all payment, if any, in connection with obtaining such license, and provide evidence of such license.
- 5.2 **Obligations of Party Providing Access.** The Party providing access shall provide a list of all known and necessary Third Party Intellectual Property applicable to the other Party, and take all necessary and appropriate steps to facilitate the negotiation of any mandatory licenses. The Party providing access shall undertake such steps in good faith and shall encourage the Third Party Intellectual Property Owner to grant any mandatory licenses. The treatment of third party licenses shall be in accordance with FCC rules and regulations and/or judicial determinations.
- 5.3 Any intellectual property jointly developed in the course of performing this Agreement shall belong to both Parties who shall have the right to grant non-exclusive licenses to third parties except as otherwise designated in writing by one Party to another. Any intellectual property which originates from or is developed by a Party shall remain the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property presently or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 5.4 If, after the Party providing access under this Agreement has met all of its obligation set forth pursuant to this Section 5, the other Party fails to obtain a license or permission for access or use of Third Party Intellectual Property, the Party providing access shall have no indemnification obligation hereunder for any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, to third parties, relating to or arising out of the failure of the other Party to obtain such license or permission. The applicability of Section 18 indemnification rights in the case of Third Party Intellectual Property shall be contingent upon compliance with all obligations under this Section 5.

6. Severability

- 6.1 *In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects this*

Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

7. Responsibility for Environmental Contamination

- 7.1 *AT&T shall in no event be liable to U S WEST for any costs whatsoever resulting from the presence or release of any environmental hazard AT&T did not introduce to the affected work location. U S WEST shall, at AT&T's request, indemnify, defend, and hold harmless AT&T, and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any environmental hazard U S WEST, its contractors or agents introduce to the work location, or (b) the presence or release of any environmental hazard for which U S WEST is responsible under applicable law.*
- 7.2 *U S WEST shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any environmental hazard U S WEST did not introduce to the affected work location. AT&T shall, at U S WEST's request, indemnify, defend, and hold harmless U S WEST, and each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) any environmental hazard AT&T, its contractors or agents introduce to the work location, or (b) the presence or release of any environmental hazard for which AT&T is responsible under applicable law.*
- 7.3 *In the event any suspect materials within U S WEST-owned, operated or leased facilities are identified to be asbestos-containing, AT&T will ensure that, to the extent any activities which it undertakes in the facility disturb such suspect materials, such AT&T 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 AT&T or equipment placement activities that result in the generation of asbestos containing material, AT&T shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. U S WEST agrees to immediately notify AT&T if U S WEST undertakes any asbestos control or asbestos abatement activities that potentially could affect AT&T equipment or operations, including, but not limited to, contamination of equipment.*
- 7.4 *Each Party will be solely responsible, at its own expense, for proper handling, storing, transport and disposal of all (a) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, or (b) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations.*

8. Branding¹³

- 8.1 **This section describes U S WEST's obligations to offer branded and unbranded services to AT&T.**
- 8.2 **Where technically feasible, U S WEST will offer AT&T branded directory assistance and operator services. Where branding is not technically feasible, U S WEST will be**

¹³ Per First Order at pages 18-19; Third Order, at 2-3.
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required to unbrand directory assistance and operator services. U S WEST shall be able to recover its costs for providing branding and/or unbranding.¹⁴

- 8.3 [Intentionally left blank for numbering consistency]
- 8.4 [Intentionally left blank for numbering consistency]
- 8.5. U S WEST will not be required to rebrand uniforms and vehicles. If a U S WEST service representative is dispatched to an AT&T customer at the request of AT&T, that U S WEST representative shall identify themselves as being present on behalf of AT&T.¹⁵
- 8.6 U S WEST service representatives dispatched on behalf of AT&T shall leave behind AT&T supplied information necessary for the service call. This information must contain a conspicuous disclaimer that U S WEST does not necessarily endorse the content of the information. However, as provided in this Agreement, neither AT&T nor U S WEST personnel shall disparage the other company in any manner during a service call and shall not utilize the service call to market either company's products unless requested by the customer.¹⁶
- 8.7 *U S WEST shall provide, for AT&T's review, the methods and procedures, training and approaches to be used by U S WEST to assure that U S WEST meets AT&T's branding requirements.*
- 8.8 *This Section 8 shall confer on U S WEST no rights to the service marks, trademarks and trade names owned by or used in connection with services by AT&T or its Affiliates, except as expressly permitted by AT&T.*

9. Independent Contractor Status

- 9.1 *Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.*
- 9.2 *Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance or its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes, and other payroll taxes with respect to their respective employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.*
- 9.3 *Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (a) its own acts and performance of all obligations*

¹⁴ Per First Order at 19.

¹⁵ Per First Order at 19.

¹⁶ Per First Order at 19.

imposed by applicable law in connection with its activities, legal status and property, real or personal, and (b) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder. Except for provisions herein expressly authorizing one Party to act for the other, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, neither Party shall undertake to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

10. Referenced Documents

10.1 All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T practice, U S WEST practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T practice, U S WEST practice, or publication of industry standards, unless AT&T elects otherwise.

11. Publicity and Advertising

11.1 Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

12. Executed in Counterparts

12.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

13. Headings Not Controlling

13.1 The headings and numbering of Sections, Parts, Appendices and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

14. Joint Work Product

14.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

15. Survival

- 15.1 *Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, confidential information, limitation 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 thereof.*

16. Effective Date

- 16.1 *This Agreement shall become effective pursuant to Sections 251 and 252 of the Act, on*
_____.

17. Amendment of Agreement

- 17.1 *Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request therefor, the Party requesting the amendment may invoke the dispute resolution process under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement.*

18. Indemnification

- 18.1 *Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense, including reasonable attorney's fees, to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, actual or alleged infringement or other violation or breach of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property presently existing or later created, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.*
- 18.2 *The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 18 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.*
- 18.3 *The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, including in-house counsel, at its expense, and participate in but not direct the defense; provided,*

however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

- 18.4 *The Indemnifying Party will not be liable under this Section 18 for settlements or compromises by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to timely undertake the defense. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party.*

19. Limitation of Liability¹⁷

- 19.1 Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
- 19.2 **[Intentionally left blank to preserve numbering consistency]**
- 19.3 *In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's negligent act or omission or that of their respective agents, subcontractors or employees. **Notwithstanding the provisions of Section 19.3, to the extent that U S WEST tariffs contain limitations on liability, AT&T shall submit language for inclusion in its Intrastate retail tariffs, that is substantially similar to the limitation of liability language contained in U S WEST's tariffs, and such limitations of liability shall govern for Customer claims. In addition, notwithstanding the provisions of Section 19.3, to the extent that the Commission's quality of service rules provide for remedies to AT&T or its Customers for Customer claims, then those remedies shall govern as to such claims.***

20. Term of Agreement

- 20.1 *This Agreement shall be effective for a period of three (3) years, and thereafter shall continue in force and effect unless and until a new agreement, addressing all of the terms of this Agreement, becomes effective between the Parties. The Parties shall commence negotiations on a new agreement no later than one (1) year prior to the expiration of the term of this Agreement. Either Party may request resolution of open issues in accordance*

¹⁷ Per Third Order, at pp. 3-4.
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with the provisions of Section 27 of this Part A of this Agreement, Dispute Resolution, beginning nine (9) months prior to the expiration of this Agreement. Any disputes regarding the terms and conditions of the new interconnection agreement shall be resolved in accordance with said Section 27 and the resulting agreement shall be submitted to the Commission. This Agreement shall remain in effect until a new interconnection agreement approved by the Commission has become effective.

21. Governing Law

21.1 *This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Idaho, without regard to its conflicts of laws principles, shall govern.*

22. Cancellation Charges

22.1 *Except as provided pursuant to a Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.*

23. Regulatory Approvals

23.1 *This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.*

23.2 *U S WEST shall provide AT&T a summary describing the proposed change(s) to each Telecommunications Service which is available pursuant to this Agreement. U S WEST shall also provide AT&T a summary describing the proposed change(s) of each intrastate and interstate tariff which provides for an Interconnection, unbundled Network Element or Ancillary Service that is available pursuant to this Agreement. Such summaries shall be available through an internet Web page to be posted on the same day the proposed change is filed with the Commission or the FCC or at least thirty (30) days in advance of its effective date, whichever is earlier.*

23.3 *In the event any governmental authority or agency orders U S WEST to provide any service covered by this Agreement in accordance with any terms or conditions that individually differ from one or more corresponding terms or conditions of this Agreement, AT&T may elect to amend this Agreement to reflect any such differing terms or conditions contained in such decision or order, with effect from the date AT&T makes such election. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.*

23.4 *The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.*

24. Compliance

24.1 *Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.*

- 24.2 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from any and all penalties imposed upon the Indemnified Party for such noncompliance and shall, at the Indemnifying Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 24.3 All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC Interconnection Order and any applicable Commission orders. Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC or Commission rules and regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the Parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, rule or regulation, are insufficiently clear to be effectuated, violate, or are either required or not required by the new rule or regulation. During these negotiations, each Party will continue to provide the same services and elements to each other as are provided for under this Agreement. Provided, however, that either Party shall give ten (10) Business Days notice, if it intends to cease any development of any new element or service that is not at that time being provided pursuant to this Agreement. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute, including liability for non-compliance with the new clause or the cost, if any, of performing activities no longer required by the rule or regulation during the renegotiation of the new clause under the applicable procedures set forth in Section 27 herein.

25. Force Majeure

- 25.1 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, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. No delay or other failure to perform shall be excused pursuant to this Section 25 unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. 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. In the event of a labor dispute or strike or work stoppage that continues for a period in excess of forty-eight (48) hours, AT&T may obtain replacement services for those services affected by such labor dispute or strike or work stoppage, in

which event any liability of AT&T for the affected services shall be suspended for the period of the work stoppage or labor dispute or strike. In the event of such performance delay or failure by U S WEST, U S WEST agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of AT&T.

26. Escalation Procedures

26.1 AT&T and U S WEST agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. AT&T and U S WEST agree to exchange up-to-date lists as reasonably necessary.

27. Dispute Resolution¹⁸

27.1 *If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it may be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof and shall be noticed to the Commission. The arbitrator shall determine which Party or Parties will bear the costs of arbitration, including apportionment, if appropriate. The laws of Idaho shall govern the construction and interpretation of this Agreement, and the arbitration shall occur in Denver, Colorado.*

27.2 *In the event AT&T and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.*

27.3 *If a Dispute is submitted to arbitration pursuant to Section 27.1 above, the procedures described in this Section 27.3 shall apply, notwithstanding the then current rules of the AAA. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set forth below. Each party may submit in writing to a Party, and that Party shall so respond, to an agreed amount of the following: interrogatories, demands to produce documents, and requests for admission. Not less than ten (10) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Deposition discovery shall be controlled by the arbitrator. Additional discovery may be permitted upon mutual agreement of the Parties or the determination of the arbitrator. The arbitration hearing shall be commenced within thirty (30) days after a demand for arbitration by either Party and shall be held in Denver, Colorado. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within seven (7) days after the close of the hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The*

¹⁸ Per First Order at 48-49
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decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in a court having jurisdiction. The decision shall also be submitted to the Commission.

28. Nondisclosure

- 28.1 *All information, including, but not limited to, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data (a) furnished by one Party to the other Party dealing with Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication of directory database inclusion, or (b) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (c) declared orally or in writing to the Recipient at the time of delivery, or by written notice given to the Recipient within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Discloser. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.*
- 28.2 *Upon request by the Discloser, the Recipient shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Recipient's legal counsel may retain one (1) copy for archival purposes.*
- 28.3 *Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.*
- 28.4 *Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:*
- 28.4.1 *was, at the time of receipt, already known to the Recipient free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Discloser; or*
- 28.4.2 *is or becomes publicly known through no wrongful act of the Recipient; or*
- 28.4.3 *is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Discloser with respect to such information; or*
- 28.4.4 *is independently developed by an employee, agent, or contractor of the Recipient which individual is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or*
- 28.4.5 *is approved for release by written authorization of the Discloser; or*
- 28.4.6 *is required by law, a court, or governmental agency, provided that the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the*

requirement, and provided that the Recipient undertakes all lawful measures to avoid disclosing such information until the Discloser has had reasonable time to obtain a protective order. The Recipient agrees to comply with any protective order that covers the Proprietary Information to be disclosed.

- 28.5 For a period of ten (10) years from receipt of Proprietary Information, the Recipient shall (a) use it only for the purpose of performing under this Agreement, (b) hold it in confidence and disclose it only to employees, authorized contractors and authorized agents who have a need to know it in order to perform under this Agreement, and (c) safeguard it from unauthorized use or disclosure using no less than the degree of care with which the Recipient safeguards its own Proprietary Information. Any authorized contractor or agent to whom Proprietary Information is provided must have executed a written agreement comparable in scope to the terms of this Section. Each Party shall provide advance notice of three (3) Business Days to the other of the intent to provide Proprietary information to a governmental authority and the Parties shall cooperate with each other in attempting to obtain a suitable protective order.
- 28.6 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 28 by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 28. Such remedies shall not be exclusive but shall be in addition to all other remedies available at law or in equity.
- 28.7 CPNI related to either Party's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be the Discloser's Proprietary Information and may not be used by the Recipient for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees, authorized contractors and authorized agents with a need to know, unless the subscriber expressly directs the Discloser to disclose such information to the Recipient pursuant to the requirements of Section 222(c)(2) of the Act. If the Recipient seeks and obtains written approval to use or disclose such CPNI from the Discloser, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, the Recipient may use or disclose only such information as the Discloser provides pursuant to such authorization and may not use information that the Recipient has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.
- 28.8 Except as otherwise expressly provided in this Section 28, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under any applicable law, including, without limitation, Section 222 of the Act.
- 28.9 *Effective Date Of This Section.* Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all Proprietary Information furnished by either Party with a claim of confidentiality or proprietary nature at any time.

29. Notices

- 29.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To AT&T: AT&T
Vice President, Local Services
1875 Lawrence Street
Denver, Colorado 80202

Copy to: AT&T
Vice President, Law
1875 Lawrence Street
Denver, Colorado 80202

To U S WEST: U S WEST
Executive Director Interconnect Services
1801 California, 23rd Floor
Denver, Colorado 80202

Copy to: U S WEST, Inc.
Senior Counsel, Law Dept.
7800 East Orchard Road, Suite 480
Englewood, Colorado 80111

29.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 29.

30. Assignment

- 30.1 Neither Party may assign, transfer (whether by operation of law or otherwise) or delegate this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that each Party may assign this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted under the provisions of this Section 30 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. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.
- 30.2 If any obligation of U S WEST under this Agreement is performed by a subcontractor or Affiliate, U S WEST shall remain fully responsible for the performance of this Agreement in accordance with its terms, and U S WEST shall be solely responsible for payments due to its subcontractors.
- 30.3 If any obligation of AT&T under this Agreement is performed by a subcontractor or Affiliate, AT&T shall remain fully responsible for the performance of this Agreement in accordance with its terms, and AT&T shall be solely responsible for payments due to its subcontractors.

31. Warranties

- 31.1 U S WEST shall conduct all activities and interfaces which are provided for under this Agreement with AT&T Customers in a carrier-neutral, nondiscriminatory manner.

31.2 U S WEST warrants that it has provided, and during the term of this Agreement it will continue to provide, to AT&T true and complete copies of all material agreements in effect between U S WEST and any third party (including Affiliates) providing any services to AT&T on behalf of or under contract to U S WEST in connection with U S WEST's performance of this Agreement, or from whom U S WEST has obtained licenses or other rights used by U S WEST to perform its obligations under this Agreement, provided, however, that U S WEST may provide such agreements under appropriate protective order.

32. Default

32.1 In the event of a breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the breaching Party and the Commission written notice thereof, and:

32.1.1 if such material breach is for non-payment of amounts due hereunder pursuant to Section 3.2 of Part A of this Agreement, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

32.1.2 if such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) calendar days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is shorter. If the breaching Party does not cure such breach within the applicable time period, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 32.1.2 may be given electronically or by facsimile, provided that a hard copy or original of such notice is sent by overnight delivery service.

32.1.3 if such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) calendar days, and, if it does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

32.2 AT&T may terminate this Agreement in whole at any time only for cause upon sixty (60) calendar days' prior written notice. AT&T's sole liability shall be payment of amounts due for services provided or obligations assumed up to the date of termination.

32.3 In the event of any termination under this Section 32, U S WEST and AT&T agree to cooperate to provide for an uninterrupted transition of services to AT&T or another vendor designated by AT&T to the extent that U S WEST has the ability to provide such cooperation.

32.4 Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act.

33. Remedies

- 33.1 *In the event U S WEST fails to switch a subscriber to AT&T service as provided in this Agreement, U S WEST shall reimburse AT&T in an amount equal to all fees paid by such subscriber to U S WEST for such failed-to-be-transferred services from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to AT&T under this Agreement or otherwise available.*
- 33.2 *All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.*

34. Waivers

- 34.1 *No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.*
- 34.2 *No course of dealing or failure of either Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.*
- 34.3 *Waiver by either Party of any default or breach by the other Party shall not be deemed a waiver of any other default or breach.*
- 34.4 *By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.*

35. No Third Party Beneficiaries

- 35.1 *The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person; provided, however, that this shall not be construed to prevent AT&T from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.*

36. Physical Security

- 36.1 *U S WEST shall exercise the same degree of care to prevent harm or damage to AT&T or its employees, agents or subscribers, or its property as U S WEST provides itself. AT&T shall exercise the same degree of care to ensure the security of its equipment physically collocated within U S WEST's space as AT&T provides such security to itself.*
- 36.1.1 *U S WEST will restrict access to approved personnel to U S WEST's buildings. AT&T is responsible for the action of its employees and other authorized non-AT&T personnel; U S WEST is responsible for the action of its employees and other authorized non-U S WEST personnel.*

- 36.1.2 *U S WEST will furnish to AT&T the current name(s) and telephone number(s) of those central office supervisor(s) where a physical Collocation arrangement exists. The central office supervisor(s) will be the only U S WEST employee(s) with access to AT&T collocation space.*
- 36.1.3 *U S WEST will comply at all times with U S WEST security and safety procedures at the individual central office locations where AT&T has physical Collocation arrangements. The Parties will cooperate to analyze security procedures of each company to evaluate ways in which security procedures of US WEST may be enhanced.*
- 36.1.4 *U S WEST will allow AT&T to inspect or observe its physical spaces which house or contain AT&T equipment or equipment enclosures at any time upon completion of the physical Collocation quotation. Upon completion of the build out of the physical space, U S WEST will furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry via direct access to AT&T's physical space.*
- 36.1.5 *U S WEST agrees to logically partition any U S WEST owned access device systems, whether biometric or card reader, or types which are encoded identically or mechanical coded locks on external and or internal doors to spaces which house AT&T equipment.*
- 36.1.6 *U S WEST agrees to limit the keys used in its keying systems for spaces which contain AT&T equipment to the U S WEST supervisor for the specific facility to emergency access only. AT&T shall further have the right to change locks where deemed necessary for the protection and security of its physical spaces and will provide the U S WEST supervisor with the current key.*
- 36.1.8 *U S WEST shall control unauthorized access from passenger and freight elevators, elevator lobbies and spaces which contain or house AT&T equipment or equipment space in the same manner as U S WEST provides such control for itself.*
- 36.1.9 *U S WEST will provide notification to designated AT&T personnel to indicate an actual or attempted security breach of AT&T physical space in the same time frame as U S WEST provides such notification to itself.*

37. Network Security

- 37.1 *U S WEST shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.*
- 37.2 *U S WEST shall install controls to (a) disconnect a user for a pre-determined period of inactivity on authorized ports; (b) protect subscriber proprietary information; and (c) ensure both ongoing operational and update integrity.*
- 37.3 *Each Party shall be responsible for the security arrangements on its side of the network to the Point of Interconnection. The Parties shall jointly cooperate to analyze network security procedures and cooperate to ensure the systems, access and devices are appropriately secured and compatible.*

38. Revenue Protection

- 38.1 *U S WEST shall make available to AT&T all present and future fraud prevention or revenue protection features that U S WEST provides to itself or others. These features include, but are not limited to, operator screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, in accordance with the requirements established by the FCC, call blocking of domestic, international blocking for business and residence, 900, NPA-976, and specific line numbers. U S WEST shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems ("OSS") which include, but are not limited to, Line Information Data Base Fraud monitoring systems.*
- 38.2 *Uncollectible or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.*
- 38.3 *Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.*
- 38.4 *Each Party shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of facilities under its control or services it provides, including clip-on fraud.*
- 38.5 *The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.*

39. Law Enforcement Interface

- 39.1 *U S WEST shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.*

40. Collocation

40.1 General Description

40.1.1 Collocation is the right of AT&T to obtain dedicated space in U S WEST Local Serving Office (LSO) or other U S WEST locations, including, but not limited to, U S WEST serving wire center and tandem offices, as well as all buildings or similar structures owned or leased by U S WEST, whether or not on public rights-of way, that house U S WEST network facilities, including, but not limited to, vaults containing loop concentrators or similar structures, and the right to place equipment in such spaces for the purposes of interconnection with U S WEST's network or access to U S WEST's unbundled Network Elements. Collocation also includes U S WEST providing resources necessary for the operation and economical use of collocated equipment.

40.1.2 *Collocation is offered for network interconnection between the Parties. AT&T may cross connect to other collocated parties via facilities provided by U S WEST, provided that AT&T's collocated equipment is also used for interconnection with U S WEST or access to U S WEST's unbundled Network Elements.*

- 40.1.3 *AT&T is responsible for bringing its own or leased facilities to the U S WEST-designated Point of Interface ("POI"). U S WEST will extend AT&T's facilities from the POI to the cable vault within the wire center. If necessary, U S WEST may bring the facilities into compliance with U S WEST internal fire code standards and extend the facilities to the collocated space.*
- 40.1.4 *AT&T will be provided two (2) points of entry into the U S WEST wire center only when there are at least two (2) existing entry points for U S WEST cable and when there are vacant entrance ducts in both.*
- 40.1.5 **AT&T may collocate transmission equipment (including Digital Cross Connect Systems and Remote Switching Units (RSUs) to terminate basic transmission facilities. AT&T must identify what equipment will be installed, to allow for U S WEST to use this information in engineering the power, floor loading, heat release, environmental participant level, and HVAC. At U S WEST's request, AT&T should be required to demonstrate that the switching capabilities of any such units have been disabled.¹⁹**
- 40.1.6 [Intentionally left blank for numbering consistency]
- 40.1.7 *Expanded Interconnection Channel Termination (EICT). Telecommunications interconnection between AT&T's collocated equipment and U S WEST's network may be accomplished via an Expanded Interconnection Channel Termination (EICT). This element can be at the DS-3, DS-1, DS-0, or any other technically feasible level, subject to network disclosure requirements of the FCC, depending on the U S WEST service to which it is connected. The terms and conditions of the tariff for EICT are incorporated only to the extent that they are agreed to by the Parties. Within ninety (90) days (or other acceptable time agreed to by the Parties) after request, the Parties will meet to review the tariff and seek resolution on disagreed items.*
- 40.1.8 *Consistent with U S WEST's internal practice, within ten (10) Business Days of AT&T's request for any space, U S WEST shall provide information available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection, including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in U S WEST's possession or files, or the possession of an agent, contractor, employee, lessor, or tenant of U S WEST's that holds such information on U S WEST's behalf.*
- 40.1.9 *U S WEST shall allow AT&T to perform any environmental site investigations, including, but not limited to, asbestos surveys, which AT&T deems to be necessary in support of its collocation needs. AT&T shall advise U S WEST in writing of its intent to conduct such investigation, and shall receive written approval from U S WEST to proceed. AT&T shall indemnify U S WEST according to Section 18 of Part A of this Agreement for any loss or claim for damage suffered by U S WEST as a result of AT&T's actions during any site inspection.*
- 40.1.10 *If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly,*

¹⁹ First sentence Per First Order at 5.
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but not limited to, asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, U S WEST shall offer an alternative space, if available, for AT&T's consideration.

40.2 Virtual Collocation

- 40.2.1 *U S WEST shall provide virtual collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.*
- 40.2.2 *Upon mutual agreement, AT&T will have physical access to the U S WEST wire center building pursuant to a virtual collocation arrangement.*
- 40.2.3 *AT&T will be responsible for obtaining and providing to U S WEST administrative codes, e.g., common language codes, for all equipment specified by AT&T and installed in wire center buildings.*
- 40.2.4 *AT&T will be responsible for payment of training of U S WEST employees for the maintenance, operation and installation of AT&T's virtually collocated equipment when that equipment is different than the equipment used by U S WEST. Training conditions are further described in the Virtual Collocation Rate Element section following.*
- 40.2.5 *AT&T will be responsible for payment of reasonable charges incurred as a result of agreed upon maintenance and/or repair of AT&T's virtually collocated equipment.*
- 40.2.6 *U S WEST does not guarantee the reliability of AT&T's virtually collocated equipment, but U S WEST is responsible for proper installation, maintenance and repair of such equipment, including the change out of electronic cards provided by AT&T.*
- 40.2.7 *AT&T is responsible for ensuring the functionality and interoperability of virtually collocated SONET equipment provided by different manufacturers.*
- 40.2.8 *AT&T, as bailor, will transfer possession of AT&T's virtually collocated equipment to U S WEST, as bailee, for the sole purpose of providing U S WEST with the ability to install, maintain and repair AT&T's virtually collocated equipment. Title to the AT&T virtually collocated equipment shall not pass to U S WEST.*
- 40.2.9 *AT&T shall ensure that upon receipt by U S WEST of AT&T's virtually collocated equipment, AT&T will make available all access to ongoing technical support to U S WEST, as available under the equipment warranty or other terms and conditions, all at AT&T's expense. AT&T shall advise the manufacturer and seller of the virtually collocated equipment that it will be installed, maintained and repaired by U S WEST.*
- 40.2.10 *AT&T's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, electromagnetic compatibility (EMC) per GR-1089-CORE, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements, all of the foregoing which may be in effect at the time of equipment installation or which may subsequently become effective.*

51.4.2 For WDM applications, U S WEST shall provide to AT&T an interface to an existing WDM device or allow AT&T to install its own WDM device (where sufficient system loss margins exist or where AT&T provides the necessary loss compensation) to multiplex the traffic at different wavelengths. This applies to both the transmit and receive ends of the Dark Fiber.

51.5 [Intentionally left blank for numbering consistency.]

51.6 Portions of the bandwidth of the fiber may be sectioned and AT&T may share the bandwidth with U S WEST and other CLECs. U S WEST may not deny access to interconnection or any unbundled network element on the basis of technical feasibility or capacity limitation, where such unfeasibility or capacity may be eliminated by making any existing dark fiber capable of operation.³³

52. Service Standards

52.1 U S WEST shall provide to AT&T service that is equal to that which U S WEST provided to itself or to its Affiliates. U S WEST and AT&T agree to amend this Section and all relevant portions of this Agreement to incorporate any performance standards and reporting measures to which the Parties may mutually agree. In the event the Parties do not reach agreement as to specific performance standards and reporting measures, U S WEST will provide to AT&T performance standard reports that U S WEST prepares for itself or can reasonably develop. AT&T may request any additional reports, provided that it pays U S WEST's efficient incremental costs for providing these additional reports³⁴. Either Party may resolve specific disputes regarding performance standards and reporting measures in accordance with the dispute resolution process contained herein. However, AT&T is not entitled to demand in the name of service parity levels at any predetermined level,³⁵ nor will any performance penalties or credits be included in this Agreement except as the Parties may otherwise agree.³⁶

53. Entire Agreement

53.1 This Agreement shall include the Attachments, Appendices and other documents referenced herein all of which are hereby incorporated by reference, and constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

53.2 If a provision contained in any U S WEST tariff conflicts with any provision of this Agreement, the provision of this Agreement shall control, unless otherwise ordered by the FCC or the Commission.

54. Reservation of Rights

54.1 The Parties acknowledge that the terms of this Agreement were established pursuant to an order of the Commission. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to this Agreement (or the order approving this

³³ Per First Order at 10; Second Order at 7.

³⁴ Per First Order at p. 47.

³⁵ Per First Order at p. 46

³⁶ Per First Order at p. 48.

Agreement) as permitted by applicable law. By signing this Agreement, neither Party waives its right to pursue such a challenge.

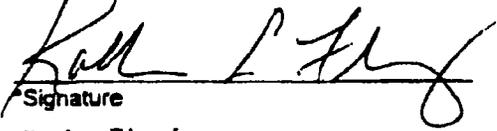
- 54.2 *The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

AT&T Communications of the Mountain States, Inc.

U S WEST Communications, Inc.

Signature



Signature

Name Printed/Typed

Kathy Fleming

Name Printed/Typed

Title

Executive Director - Interconnection

Title

Date

8/12/98

Date

**Signature does not indicate agreement with all aspects of the arbitrator's decision, nor does it waive any of U S WEST's right to seek judicial review of all or part of the agreement, or to reform the agreement as the result of successful judicial review.*