

## EXHIBIT B

Early Request for Ordering

DATE

Ms. Nancy Jesuale  
Director, ComNet  
Office of Management and Finance  
City of Portland, Oregon  
3732 SE 99<sup>th</sup> Ave.  
Portland, OR 97204

Dear Nancy:

Qwest and the City of Portland, Oregon ("the City") are in the process of executing an Interconnection Agreement pursuant to the Telecommunications Act of 1996. The Interconnection Agreement has not yet been approved by the Oregon Commission ("Commission"). Nevertheless, the City desires to begin the process of submission and processing of orders upon signing this Letter Agreement, and prior to approval or rejection by the Commission of the Interconnection Agreement. This Letter Agreement sets forth the terms and conditions for the ordering process between Qwest Corporation ("Qwest") and the City pending the ruling of the Commission upon the Interconnection Agreement.

Prior to placing any orders for services under this Letter Agreement, the Parties will jointly complete Qwest's "CLEC Questionnaire." This questionnaire will then be used to:

- Determine geographical requirements;
- Identify the City's Identification Codes;
- Determine Qwest system requirements to support the City's specific activity;
- Collect credit information;
- Obtain billing information;
- Obtain service volume estimates;
- Determine deposits where applicable;
- Create summary bills;
- Establish input and output requirements;
- Create and distribute Qwest and the City contact lists; and
- Identify the City's hours and holidays.

The City will also provide an initial two-year forecast prior to placing any orders for service under this Letter Agreement. During the first year of the term of the Interconnection Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. During the remaining term of the Interconnection Agreement, the City will provide updated forecasts from time to time, as requested by Qwest. To the extent permitted by the Oregon Public Records Law, ORS 192.410 *et seq.*, the information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of the Interconnection Agreement. The initial forecast will minimally provide:

The date service will be offered (by city and/or state);  
The type and quantity of service(s) which will be offered;  
The City's anticipated order volumes; and  
The City's key contact personnel.

Any order made pursuant to this Letter Agreement will be processed with all other orders, all of which are processed in the order received, i.e., on a first-come, first-served basis. The terms of the Interconnection Agreement submitted for approval to the Commission will form the basis for submitting and processing orders. All terms and conditions for the services sought by the City will be governed by the terms and conditions contained in the submitted Interconnection Agreement. However, the City agrees to pay, all required non-recurring charges as determined by the processes set forth in the Interconnection Agreement. All payments made pursuant to this Letter Agreement are non-refundable. All applicable monthly recurring charges, as set forth in the Interconnection Agreement, shall be paid by the City pursuant to this Letter Agreement if the charges would be due thereunder even if the Interconnection Agreement has not yet been approved or rejected by the Commission. In the event the Interconnection Agreement is rejected by the Commission, any facilities or Collocation space ordered and prepared pursuant to this Letter Agreement may be released for use by other telecommunications providers, including Qwest. If Collocation space is released pursuant to this paragraph, Qwest will return appropriate amounts to the City, which are received from the subsequent purchasing telecommunications provider.

This Letter Agreement is intended solely to provide for the parallel processing of orders as set forth herein and only until such time as the Interconnection Agreement is approved or rejected by the Commission. This Letter Agreement does not expand or otherwise alter in any manner Qwest's obligations to the City under state or federal law. In the event the Commission approves the Interconnection Agreement, that agreement shall supersede the terms and conditions set forth in this Letter Agreement.

This Letter Agreement constitutes the entire agreement between Qwest and the City and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter herein. This Letter Agreement shall remain in effect until such time as the Interconnection Agreement is approved or rejected by an Order issued by the Commission. Immediately upon issuance of an Order by the Commission approving or rejecting the Interconnection Agreement this Letter Agreement shall terminate. However, any and all obligations, which remain, shall be incorporated into and governed by the approved Interconnection Agreement. In the event the Interconnection Agreement is rejected by the Commission, Qwest and the City shall have no further obligations under this Letter Agreement, except to pay unpaid amounts due and pending under this Letter Agreement and Qwest will immediately cease processing any pending orders.

If you agree to the terms as described in this Letter Agreement, please sign both originals, retain one executed original for your files and return the other executed original to:

Mary Sullivan  
Qwest Communications International Inc.  
7800 East Orchard Road, Suite 250  
Englewood, CO 80111

If you have any questions regarding this Letter Agreement, please call me.

Sincerely,

By signing below, I agree that the City shall abide by all terms and conditions described in this Letter Agreement.

Date

Mayor Vera Katz

Gary Blackmer, City Auditor

City of Portland  
City Hall  
1221 SW 4<sup>th</sup> Street  
Portland, Oregon 97204