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OCT 31 2000

October 31, 2000

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**VIA HAND DELIVERY**

Docket Control  
ARIZONA CORPORATION COMMISSION  
1200 West Washington  
Phoenix, Arizona 85007

**Re: U S WEST Communications, Inc.'s Compliance with Section 271 of the  
Telecommunications Act of 1993, Docket No. T-00000A-97-0238**

To Whom It May Concern:

Enclosed for filing in the above matter are the original and ten copies of the Rebuttal  
Testimony of Karen A. Stewart. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy Berg

TB/dp  
Enclosure

cc: All parties of record

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ARIZONA CORPORATION COMMISSION  
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BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF QWEST )  
CORPORATION'S COMPLIANCE WITH ) DOCKET NO. T-00000B-97-0238  
§ 271 OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )  
\_\_\_\_\_ )

CHECKLIST ITEMS 2,5,and 6

SUPPLEMENTAL REBUTTAL AFFIDAVIT OF

KAREN A. STEWART

QWEST CORPORATION

OCTOBER 31, 2000

AFFIDAVIT INDEX

	<u>Page</u>
INDEX.....	i
I. IDENTIFICATION OF AFFIANT .....	
II. PURPOSE OF REBUTTAL AFFIDAVIT.....	
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION.....	
SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS.....	

**I. Identification of Affiant**

My name is Karen A. Stewart. I am a Director in the Qwest Corporation (Qwest), formerly known as U S WEST Communications, Inc. Regulatory Strategy organization.<sup>1</sup>

My office is located at 421 SW Oak Street, Portland, Oregon. I filed affidavits on March 25, 1999, July 21, 2000 and September 29, 2000, regarding checklist items 2, 5 and 6.

**II. Purpose of Rebuttal Affidavit**

The purpose of my supplemental rebuttal testimony is to address issues from the Workshop which the Arizona Corporation Commission (the Commission) conducted on Checklist items 2, 5 and 6 on October 11 to 13 (the Workshop). My testimony will also reply to the testimony of the five parties commenting on accessing Unbundled Network Elements (UNEs), unbundled switching, unbundled transport and UNE-Combinations: specifically the testimony of David M. Kaufman on behalf of e-spire Communications, Inc ("e-spire"); Michael A. Beach of WorldCom, Inc. ("WCOM"); the comments of AT&T and TCG Phoenix (AT&T); the comments of Eschelon Telecom of Arizona ("Eschelon"); and the comments of Z-Tel Communications, Inc. ("Z-Tel").

Incorporated into this rebuttal testimony are SGAT sections concerning general terms and conditions for accessing Unbundled Network Elements (UNEs), unbundled switching, unbundled transport, and UNE-Combinations. To facilitate further discussion in the upcoming workshop, I have identified and numbered each issue. The base SGAT used was filed in Arizona on July 21, 2000, and I attached to my September 29 affidavit proposed changes to Section 9 language. I have attached as Exhibit KAS 1 a red-lined copy of Section 9 of the SGAT with additional changes. Qwest will file updated SGAT pages to incorporate the agreed to changes to the SGAT that result from the workshops.

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<sup>1</sup> Qwest Corporation is the successor to U S WEST communications, Inc. Qwest filed an Authority to Transact Business application with the Commission on July 6, 2000. That application is pending. Nevertheless, given that Qwest's principal place of business is in Colorado, and that the name change is effective there, this pleading has been filed under the name of Qwest.

II. **General Issues**

**KAS Supplemental Reply Issue 1**

Several parties expressed concerns about the requirement to have an addendum to their interconnection agreement to order UNE-P service.<sup>2</sup> In the Workshop, Qwest explained that, while amendments are necessary in most situations, it would work with CLECs with contracts that contain UNE-P language to clarify unclear issues without the need for amendments if the agreement contains all necessary elements for UNE-P.

There appeared to be some uncertainty regarding the pick and choose rules that apply to the SGAT. To clarify the issue, Section 1.8 of the SGAT explains the pick and choose rules that apply. Section 1.8 was developed in negotiations in workshops and was agreed upon by Qwest and many CLECs, including AT&T. Section 1.8 provides that CLECs can pick and choose the entire SGAT or sections of the SGAT by merely sending a notice to Qwest. The relevant language states as follows:

1.8.1 When opting into a provision, Qwest may require CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is legitimately related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response, either accepting the change and signing the amendment, or identifying those additional provisions that Qwest believes are legitimately related and must also be included as part of the amendment. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

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<sup>2</sup> e-spire at Page 5, Eschelon at Page 5

1.8.3 If CLEC disputes Qwest's written response that additional SGAT provisions are legitimately related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) business days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution.

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Phoenix metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if either party is found to have brought or defended the action in "bad faith", then that party shall be responsible for reimbursing the other party for its reasonable attorney's fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the

signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

## **I Section 9.0 - UNBUNDLED NETWORK ELEMENTS**

### **KAS Supplemental Reply Issue 2**

Section 9.1 and 9.23 of the SGAT originally contained language regarding how to incorporate changes in law, including additions or deletions from the FCC list of UNEs. CLECs objected to the provision on the grounds that it is redundant in light of the change of law section of the SGAT, Section 2.2. Qwest has deleted the change of law provisions from Section 9, and replaced them with the following:

Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2.

In the Workshops several CLECs suggested that Section 9 include other specific language regarding changes in law. Qwest has not included those proposed changes in the SGAT. Qwest has applied the same standard for CLEC-proposed changes as it did for its own. The reference to Section 2.2 covers all potential changes in law.

### **KAS Supplemental Reply Issue 3**

During the Workshop, AT&T requested that Qwest revise the SGAT to clarify that the CLEC is receiving "access" to UNEs. To address AT&T's concerns, Qwest has revised Section 9 to clarify that CLECs are receiving "access" to UNEs.

AT&T also expressed concerns that it did not know what the term "access" to a UNE entailed, despite the fact that the term "access to" UNEs is the term used in the Telecommunications Act of 1996. To address AT&T's concerns, Qwest has added the following language to Section 9.1.2 of the SGAT, which incorporates the FCC's explanation of "access to" a UNE in Paragraph 268 of its First Interconnection Order:

For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as shared transport).

#### **KAS Supplemental Reply Issue 4**

AT&T complains that there is no clarity regarding the terms "end-user," "customer," and "end user customer."<sup>3</sup> Qwest has changed the references in Section 9 to refer to "end user customer."

#### **I Unbundled Dedicated Interoffice Transport (UDIT)**

#### **KAS Supplemental Reply Issue 5**

During the Workshop, CLECs asked that the definition of UDIT be changed to reflect the FCC's listing of the possible points that can be connected by dedicated transport. To address these concerns, Qwest has revised the first sentence of Section 9.6.1 as follows:

Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state.

#### **KAS Supplemental Reply Issue 6**

AT&T and WCOM also objected that the definition of UDIT failed to provide for all feasible transmission capabilities (e.g. OC48 and OC192).<sup>4</sup> Qwest agrees that EUDIT and UDIT are available in all technically feasible bandwidths where facilities exist, to include all OCN level services existing in the Qwest network at the time of the CLEC's request for UDIT or EUDIT. Qwest has amended the language of Section 9.6.1 to indicate that "EUDITs and UDITs are available in DS1 through OC192 bandwidths where facilities are available." Given the extremely limited demand and spare capacity availability of OCN level services, OCN level requests will be handled on an individual case basis (ICB).

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<sup>3</sup> AT&T at Page 34

<sup>4</sup> AT&T Page 26 and WCOM at Page 16

### **KAS Supplemental Reply Issue 7**

CLECs questioned the distinction between EUDIT and UDIT, and asked that Qwest consider eliminating the distinction. Qwest is not willing to do so. This is simply a pricing issue. By delineating the unbundled dedicated transport between the Qwest serving wire center and the CLEC central office as "EUDIT", Qwest's intent was to clearly identify that this specific segment of dedicated transport has historically been recovered in cost models and resultant rate schedules as a non-distance sensitive rate element. All other "interoffice" transport has typically been "cost modeled" and rated on a fixed and per mile basis. For example, many other transport services have this segment of "transport" as a non-distance sensitive rate component, i.e., in Switched Access Services it is an "entrance facility" and in retail private line tariffs it is typically called a "channel termination".

### **KAS Supplemental Reply Issue 8**

AT&T is specifically concerned that a CLECs must order each UDIT and EUDIT element separately, even though they may be for transport of the same traffic. AT&T also expressed concern that CLECs may be required to perform connections between UDIT and EUDIT if they are ordered in combination.<sup>5</sup> To address those concerns, Qwest has added the following language to Section 9.6.2.1:

To the extent that CLEC is ordering access to a UNE Combination, Qwest will perform requested and necessary cross-connections between UNEs.

### **KAS Supplemental Reply Issue 9**

AT&T states that Qwest's SGAT is unclear whether multiplexing is required as a UNE as a part of a CLEC's access to dedicated transport. AT&T believes multiplexing in this context should be offered as an option available to CLECs.<sup>6</sup> Qwest has modified Sections 9.6.1.2 and 9.6.2.2 to clarify that multiplexing is optional. Multiplexing is not a UNE. Multiplexing is a feature, functionality of transport that Qwest is offering as part of the UDIT UNE. Use of a multiplexer is an option available to the CLEC on an as-needed basis.

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<sup>5</sup> AT&T Page 26

<sup>6</sup> AT&T Page 27

### **KAS Supplemental Reply Issue 10**

WCOM notes that Qwest has not defined the term "finished service."<sup>7</sup> In the context of the SGAT a "finished service" is a complete end to end service that is provided to a wholesale or retail customer. This would generally include everything other than UNEs or UNE combinations. Qwest will add the following to the definitions section of the SGAT: 'Finished Service' means a complete end-to-end service that is provided to a wholesale or retail customer."

### **KAS Supplemental Reply Issue 11**

AT&T states that Qwest should deliver dedicated transport to the CLEC with the appropriate template signal, whether it be DS0, DS1, DS3 or OCN.<sup>8</sup> Qwest has agreed that it will provision the appropriate template signal, whether it is DS0, DS1, DS3 or OCN level UDIT.

### **KAS Supplemental Reply Issue 12**

WCOM objected to the requirement in Section 9.6.2.3 that CLECs have collocation at both ends of the UDIT. Qwest has clarified that CLECs can use any form of collocation. With the Qwest ICDF Collocation option, the CLEC is able to do the minimal amount of collocation necessary to create a network demarcation and to have access to the central office for testing of the UDIT. Upon request, Qwest will provide a CLEC access to UNEs at any demarcation point mutually-agreed to by the parties. Qwest has revised Section 9.6.2.3 to read:

9.6.2.3 With the exception of combinations provided through the UNE Combinations, Section 9.23 of the Agreement, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT.

### **KAS Supplemental Reply Issue 13**

AT&T claims that under Section 9.6.2.6 Qwest should compensate the CLEC for collocation of Qwest's equipment.<sup>9</sup> As was mentioned in the workshop, this issue is

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<sup>7</sup> WCOM at Page 17

<sup>8</sup> AT&T Pages 27 & 28

<sup>9</sup> AT&T Page 29

open in the Collocation Checklist Workshop. Qwest recommends its review be completed in that Workshop. Qwest would note that in regards to UNEs, Qwest is allowed to recover its cost to provide the CLEC with the UNE. Therefore, should the CLEC bill Qwest for terminating an element at its premises, Qwest would in turn have to increase the rate for the UNE commensurate with the cost of the "collocation". Qwest does not believe this double billing would serve any useful perhaps.

#### **KAS Supplemental Reply Issue 14**

WCOM proposes that Qwest revise its proposed SGAT to include intervals, service quality measurements, and any appropriate remedy plans.<sup>10</sup> Qwest has revised the SGAT to include the standard installation intervals to Exhibit C. Once the ACC adopts a Post-271 Performance Assurance Plan, the Plan will become an exhibit to the SGAT, as will the PID from the 271 Workshop process.

#### **V. Shared Interoffice Transport**

#### **KAS Supplemental Reply Issue 15**

AT&T recommends Section 9.8.2 be revised to more closely track the requirements of the FCC as identified in the Texas 271 order. Specifically, AT&T suggested that Section 9.8 should include an affirmation of the requirement that CLEC traffic shall use the same routing table resident in Qwest's switch and that this element may carry originating and terminating access traffic from and to customers to whom the requesting carrier is also providing local exchange service.<sup>11</sup> Qwest does not agree that the language was not sufficient, but nevertheless has added the following language in a new section 9.8.2.3.

9.8.2.3 Qwest has the following obligations with respect to shared transport:

- a) Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic;
- b) Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network;

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<sup>10</sup> WCOM at Page 19

<sup>11</sup> AT&T Page 30

- c) Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch;
- d) Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service.

## VI. Local Tandem Switching

### KAS Supplemental Reply Issue 16

AT&T states Qwest must clarify whether a CLEC's access is limited to Qwest's local tandem switches. AT&T claims, as an initial matter, that no FCC order or rule on this issue distinguishes between local and other kinds of tandems. AT&T requests that all references to "local tandem switches" be changed to "tandem switches."<sup>12</sup> Qwest does not agree with AT&T's assertion that no FCC order or rule on this issue distinguishes between local and other kinds of tandems. FCC rule 51.317 states:

(c) *Switching Capability.* An incumbent LEC shall provide nondiscriminatory access, in accordance with 51.311 and section 25 (c) (3) of the Act. To local circuit switching capability and **local tandem switching** capability on an unbundled basis. . . (emphasis added) <sup>13</sup>

Qwest does not accept AT&T's recommendation to expand section 9.10 to cover the unbundling of access tandems.

### KAS Supplemental Reply Issue 17

Qwest has revised the definition of local tandem switching in Section 9.10.1 to meet concerns expressed in the Workshop that the definition did not adequately track FCC requirements. The new language tracks the FCC's definition in paragraph 426 of the First Competition Order.

## VII. Local Switching

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<sup>12</sup> AT&T at Pages 36 & 37

<sup>13</sup> [[add cite]]

### **KAS Supplemental Reply Issue 18**

During the Workshop, there was much discussion regarding how "four lines" or more will be calculated for the purposes of the unbundled switching exception in the top 50 MSAs. Qwest has modified the SGAT to provide CLECs with the following guidelines:

- (1) This exclusion will be calculated using the number of DS0-equivilant access lines CLEC intends to serve an end user customer within a Wire Center specified above.
- (2) UNE-P is not available for end user customers with four or more access lines located within one of the Wire Centers specified above.
- (3) Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.
- (4) The high frequency portion of a loop shall not count as a second line.
- (5) End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.
- (6) A basic rate ISDN line counts as one line.

I believe that this new language captures the agreement reached at the Workshop.

### **KAS Supplemental Reply Issue 19**

During the Workshop, there was considerable discussion regarding how a CLEC can determine which features are available with unbundled switching. As I explain with regard to Issue 35, a CLEC can access lists of features available with UNE-P on Qwest's website. I have also attached as Exhibit KAS-2 the list of unavailable AIN features.

The CLEC has three ways through the IRRG to determine the features available in an end user's serving central office at <http://www.uswest.com/wholesale/guides/index.html>.

The first way is using a pull down menu shown called "Tariff & Network Info." From this menu a link is available called "Interconnection Databases." Once the Interconnection Databases (ICONN) has been selected, the CLEC would select "Central Office Find". This allows the CLEC to use the end users NPA NXX to pull information about the serving wire center. The information includes wire center switch code or CLLI, switch type, and switch generic. The CLLI code has an additional link for more specific information about the wire center. Additionally, the CLLI code can be noted and used on another link on the page "Switch Features" to get a complete listing of all the available features in the wire center.

The second way is shorter but depends on the CLEC knowing the CLLI code of the serving office. In this situation the CLEC can go directly to the IRRG/ICONN screen <http://www.uswest.com/cgi-bin/iconn/iconn.pl> and select "Switch Features". The CLEC can select the desired CLLI from a pull down menu and then receive a complete listing of that wire center's features.

Third, a full list of all available USOCs and FIDs with English translations is available at this web site. To access the USOC definitions, the CLEC can go to the CLECs can go to the IRRG <http://www.uswest.com/wholesale/guides/index.html>, then pull down the Resource & Tools menu and select USOC/FID Finder. To do a USOC search, the CLEC should click on USOC Search. The next screen allows the CLEC to enter the desired USOC. A list of all USOCs that contain the USOC characters entered by the CLEC is then returned. To obtain the USOC definition just click on the exact USOC desired. The final screen provides the USOC definition.

The process can be shortened by going directly to the USOC Search screen <http://usocfidfind.uswest.com/prodquery/usocSearch.html>.

A CLEC who use IMA can also determine "feature availability" through IMA. A feature availability query function in IMA provides all features and functions for a particular wire center.

### **KAS Supplemental Reply Issue 20**

During the Workshop, there was some discussion regarding feature packages. Qwest provides CLECs access to individual features, and not feature packages, so that a CLEC is not required to purchase and/or activate any features it does not want to have on an individual customer's local exchange line.

### **KAS Supplemental Reply Issue 21**

During the Workshop, AIN features were discussed. The dispute focused on a difference between Qwest and AT&T regarding FCC language. Qwest pointed out that the FCC has held that an ILEC need not provide access to AIN features.<sup>14</sup> AT&T contends that the FCC has held that an ILEC need not provide access to *proprietary* AIN features. This dispute is merely academic, as all of Qwest's AIN features are proprietary.

While Qwest uses platforms developed by Telcordia for the development and deployment of all Qwest AIN services, those platforms have a component, called SPACE (Service Provisioning and Creation Environment) that is used to create new and unique services. Qwest has developed the AIN services and features it has deployed. The former "Advanced Technologies" (AT) organization within Qwest wrote the service requirements and design documents. In all cases but one, the AT organization did the development (that is, the "coding") of the service using the SPACE tool mentioned above. This one exception was due to a resource constraint at AT, and the work was contracted to Telcordia to do the actual "coding" of the service on SPACE. In all cases for all services, AT then did the product testing and deployment of the service into the Qwest network.

In addition to the requirements, design, implementation, and testing, AT also assisted the various business units in performing customer testing on various features and functions. In addition to the engineers, developers, and testers, AT employed staff with Human Factors backgrounds who would work with customer participants to

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<sup>14</sup> UNE remand paragraph 419.

discover the customer's reactions to different feature sets. Based on these trials, and the analysis of the Human Factors staff, specific recommendations were made to the requirements, design and implementation of most of these services.

Qwest has patents that have been issued by the United States Patent Office for AIN services and other applications have been filed with the patent office. Attached as Exhibit KAS-3 is a confidential exhibit that identifies the Qwest AIN patents. Qwest also has trademarks on several of the service names.

The AIN services that Qwest has developed are also unique in regard to their actual implementation (that is, the "code"). Qwest has specified the requirements for all services based on its unique customer base, region, and in some cases, based on state PUC requirements. In addition, the service implementations are also unique because of the framework that Qwest has developed for the execution and support of AIN services. Qwest has developed several feature managers (for which a patent was granted in 1995) that allows Qwest to provision more than one AIN service to a subscriber.

### **KAS Supplemental Reply Issue 22**

During the workshop, parties questioned whether a process was in place for CLECs to access the AIN platform to design their own features. Section 9.14 of the SGAT sets forth the procedure, complete with time frames.

### **KAS Supplemental Reply Issue 23**

During the Workshop, CLECs suggested that Qwest develop a process for activating features in switches. In response, Qwest has developed the Special Request Process (SRP) for CLECs to use to activate features in the switch or to request that features be loaded into the switch. I have attached as Exhibit KAS-4 the Special Request form and the Special Request process flows that Qwest will follow. The proposed SGAT sets forth the Special Request Process in Exhibit F, and refers to the process as follows:

9.11.2.1 CLEC may purchase all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the Special Request Process set forth in Exhibit F. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

#### **KAS Supplemental Reply Issue 24**

AT&T states that the SGAT focuses on unbundled switching as an *element* and does not actually address *access* to the element.<sup>15</sup> AT&T recommends that access should be provided at both the DS0 level for copper loops and at the DS1 level for PBX trunks, ISDN trunks, and Digital Loop Carrier. AT&T further states standard Digital Loop Carrier interfaces should be provided to the switch, including GR303 and GR008, or any other interface used by Qwest.<sup>16</sup> Qwest agrees that Unbundled Local Switching includes access to the line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. This access encompasses all features, functions, and capabilities of the switch to include the DS1 level for PBX trunks, and ISDN trunks. During the Workshop, AT&T agreed to develop a more specific proposal regarding GR303 and GR008.

#### **KAS Supplemental Reply Issue 25**

AT&T asks for clarification on if a CLEC is currently serving a customer using a loop/switch combination, and the customer adds a fourth (or more lines), then will a CLEC still be able to continue to serve that customer using loop/switch combinations.<sup>17</sup> Qwest does not agree that a CLEC may continue to serve an end user customer in a Zone 1 density wire center with (UNE based) unbundled local switching if the customer adds a fourth line. Under the FCC unbundled switching exemption, Qwest need not offer unbundled switching in Zone 1 wire centers to a CLEC wanting to serve an end user customer with four or more lines in that wire center. The FCC did not suggest in

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<sup>15</sup> AT&T at Page 31

<sup>16</sup> AT&T at Page 31

<sup>17</sup> AT&T at Page 34

any way that Qwest would need to offer unbundled switching if the CLEC came in "under the wire" and successfully marketed to growing 3 line end user customer.

Qwest agrees that it would be reasonable to agree to a transition period to assure no disconnection of service for any CLEC's end user customer previously served by Qwest unbundled switching.

#### **KAS Supplemental Reply Issue 26**

AT&T believes that the restriction on unbundled switching should not apply in offices that have severe space or capacity limitations. If space in the Qwest office is insufficient for multiplexing, concentration or the additional equipment needed for providing transport facilities, there should be no restriction on CLEC use of unbundled switching. If Qwest has insufficient Interoffice Facilities (IOF) to provide the transport capability for EELs, there should be no restriction on CLEC use of unbundled switching. In addition, the restrictions should not apply where service is provided using Remote Switching Modules ("RSMs").<sup>18</sup>

Qwest does not agree that the FCC's unbundled switching exemption is dependent upon capacity availability for other services in the two Phoenix wire centers. The FCC made it clear that Qwest has no obligation to build unbundled dedicated transport so the suggestion to link the switching exemption with sufficient transport facilities is unfounded. The FCC, after a detailed analysis, determined that CLECs had adequate alternatives to unbundled switching in Zone 1 of the top 50 wire centers. The FCC did not limit its analysis to wire centers without exhaust issues. The FCC did require ILECs to offer EELs in those wire centers, but it did not condition the switching exception on facilities being available for a particular CLECs EEL or colocation. However, the focus regarding whether a particular CLEC has access to a particular EEL or colocation is misplaced. The FCC's analysis is based upon the alternatives available to CLECs as an aggregate, and not to whether a particular CLEC has access to a desired transport element.

#### **KAS Supplemental Reply Issue 27**

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<sup>18</sup> AT&T at Page 35

During the Workshop, CLECs asked that language be added to the unbundled switching section of the SGAT indicating that Qwest will deliver to CLECs usage records necessary for billing. Qwest has added the following language as Section 9.11.2.10:

U S WEST shall record all billable events, involving usage of the Network Element, and send the appropriate recording data to CO-PROVIDER.

### **VIII Unbundled Network Elements Combinations (UNE Combinations)**

#### **KAS Supplemental Reply Issue 28**

At the Workshop, Qwest made a ground-breaking announcement regarding its UNE combination offerings. Qwest agreed to combine unbundled network elements on behalf of CLECs throughout its region, despite the fact that the Eighth Circuit has vacated all sections of Rule 315 that required ILECs to combine UNEs. Qwest has voluntarily agreed to provide access to UNEs that it has combined on behalf of the CLEC, whether they be UNEs Qwest ordinarily combines, UNEs Qwest does not ordinarily combine (to the extent technically feasible), or combinations of Qwest UNEs with CLEC UNEs. During the Workshop, CLECs requested that Qwest spell out these changes in the SGAT. To reflect these changes, Qwest has added the following sections to the SGAT:

- 9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network provided that facilities are available.
- 9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that such combination:
  - 9.23.1.5.1 Is technically feasible;
  - 9.23.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and
  - (1) Would not impair Qwest's use of its network.
- 9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

- (1) Is technically feasible;
- (2) Shall be performed in a manner that provides Qwest access to necessary facilities;
- (3) Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and
- (4) Would not impair Qwest's use of its network.

### **KAS Supplemental Reply Issue 29**

Qwest also agreed to charge cost-based nonrecurring charges to recover its costs in combining elements. Qwest proposed that it add language to the SGAT indicating that the nonrecurring charges would be cost-based. However, the CLECs participating in the Workshops suggested that the language be changed to indicate that nonrecurring charges would be compliant with Existing Rules. Qwest has made the suggested change to Section 9.23.4.1.2.

### **KAS Supplemental Reply Issue 30**

The following language of the revised SGAT was proposed by Worldcom and incorporated by Qwest:

Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.<sup>19</sup>

### **KAS Supplemental Reply Issue 31**

AT&T suggests that the following language be added to Section 9.23.1:

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<sup>19</sup> SGAT at 9.23.1.2

9.23.1.2.1 In no event shall Qwest require CLEC to purchase any UNE Combinations in conjunction with any other service or element. Qwest shall place no use restrictions or other limiting conditions on UNE Combinations purchases by CLEC under the terms of this Agreement.

Qwest believes that this language is unnecessary in light of the addition of the MCI language set forth above. In addition, this provision is not entirely consistent with the law. For example, the prohibition on use restrictions is not consistent with the FCC's recent order allowing ILECs to require that EELs be used to deliver a significant amount of local traffic.<sup>20</sup>

#### **KAS Supplemental Reply Issue 32**

At the Workshop, Eschelon claimed that it could not determine with certainty which features were available for use with UNE-P. To address this concern, Qwest has added additional enhancements to the IRRG for the UNE-P standard products. By accessing the IRRG at [http://www.uswest.com/wholesale/productsServices/irrg/une\\_p\\_c.html](http://www.uswest.com/wholesale/productsServices/irrg/une_p_c.html) CLECs can obtain a complete list of the features now available with each standard UNE-P combination. In addition, CLECs can research USOCs and FIDs they may find on a Qwest end-user customer Customer Service Record (CSR) to get the English translations, and related information about the USOC, to assist in the conversion of these services to UNE-P products. There is also a complete list of feature USOCs that are not available with UNE-P to allow CLECs to determine if a customer's service can be converted to UNE-P with the identical feature set. I have attached as Exhibit KAS-2, a list of the AIN features not available with UNE-P.

#### **KAS Supplemental Reply Issue 33**

With regard to EEL, Qwest initially developed two products, one to handle conversion of combinations of loop and dedicated transport to EEL (then called UNE-C-PL) and one to handle Qwest's obligation to combine loop and dedicated transport in Zone 1 of the

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<sup>20</sup> In the matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, FCC 00-183, CC Docket No. 98-98, Supplemental Order Clarification (June 2, 2000).

top 50 MSAs (then called EEL). In comments, CLECs suggested that the products be combined. Prior to the Workshop, Qwest submitted language combining the products into one EEL product. This change made sense in light of Qwest's agreement to combine loop and dedicated transport in its entire 14-state region, and not just within Zone 1 of the top 50 MSAs. However, because Qwest had implemented two different processes to provision the two products, the SGAT defined two EEL options, EEL Provisioning (EEL-P) and EEL Conversion (EEL-C).

During the Workshop, the CLECs asked about the distinction between the two. EEL-C is a conversion of an existing circuit to an EEL. EEL-C uses an LSR process and can be ordered on a single LSR. EEL-P is a new combination of loop and transport. It uses an ASR process. EEL-P without multiplexing can be ordered on a single ASR, while EEL-P with multiplexing requires two ASRs. A change or augment to an EEL-C or an EEL-P can be ordered using the same process the CLEC used when first ordering the EEL.

#### **KAS Supplemental Reply Issue 34**

Qwest had at first limited EELs to specified bandwidths, and the CLECs objected to the limitation. The SGAT has been revised to indicate that any existing bandwidths are available. DSO, DS1 And DS3 bandwidths are standard products. Other bandwidths can be ordered through the special request process explained in Exhibit F of the SGAT.

#### **KAS Supplemental Reply Issue 35**

CLECs objected to the fact that the SGAT did not track exactly the FCC's language setting forth the three options for establishing that an EEL will carry a substantial amount of local traffic. Qwest has changed the SGAT to track the FCC's language.<sup>21</sup>

#### **KAS Supplemental Reply Issue 36**

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<sup>21</sup> SGAT at 9.23.3.7.2.2

The SGAT follows the procedure developed by the FCC which allows CLECs to submit a certification letter indicating that an individual combination of loop and transport meets for conversions to UNEs. At Worldcom's suggestion, Qwest has added language that the certification could be delivered by "other mutually agreed upon solution."<sup>22</sup>

### **KAS Supplemental Reply Issue 37**

AT&T asked that Qwest indicate that it would provision the EEL once it received the certification letter, and that it would not insist upon an audit as a prior prerequisite to provisioning an EEL. Qwest has revised the SGAT to indicate that once Qwest receives a certification, it will provision the EEL, unless Qwest has knowledge that the circuit does not qualify for conversion to EEL.<sup>23</sup>

### **KAS Supplemental Reply Issue 38**

To address AT&T's concerns, Qwest has clarified that it may not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local use requirements. Qwest has also clarified that, although CLEC has an obligation to maintain appropriate records to support its certification, it has no obligation to keep any records that it does not keep in the ordinary course of its business.<sup>24</sup>

### **KAS Supplemental Reply Issue 39**

Qwest has included in the SGAT a provision that it would conduct no more than one audit per year, "unless an audit finds non-compliance." AT&T objected to this phrase and alleged that it was inconsistent with FCC language. I would like to point out that the FCC uses the phrase "unless an audit finds non-compliance" in its Supplemental Order Clarification.<sup>25</sup>

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<sup>22</sup> SGAT at 9.23.3.7.2.3

<sup>23</sup> SGAT at 9.23.3.7.2.4, 6 and 7

<sup>24</sup>SGAT at 9.23.3.7.2.6

<sup>25</sup> FCC Supplemental Order Clarification, para. 31.

#### **KAS Supplemental Reply Issue 40**

CLECs indicated that they have applied to the FCC for waivers of the local use requirement, and asked that the possibility of such waivers be added to the SGAT. To address these concerns, Qwest has added the following language to Section 9.23.3.7.1 of the SGAT:

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, . . .

#### **KAS Supplemental Reply Issue 41**

In the Workshop, the CLECs asked if Qwest could develop a process for identifying and ordering combinations different than the SGAT identified standard combinations. Qwest has developed a stream-lined and standardized process for CLECs to request access to additional combinations in the Qwest network as a combination of UNEs. The process begins by the CLEC filling out a brief Special Request Applications Form. Exhibit KAS 4 contains a copy of the Special Request Applications Form and a process flow. The form identifies the specific time frames Qwest will use in responding to the CLEC's request. A basic underlining principle of this request process is that the CLEC and Qwest have reason to believe that the combination or features requested is technically feasible and only contains FCC identified UNEs. For those UNEs that Qwest does not ordinarily combine in its network, the CLEC must use the BFR process, to allow Qwest to determine if the requested combination is technical feasible. In addition, as demand materializes, Qwest will continue to expand its list of standard UNE combinations. The SGAT states:

CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs that Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process in CLEC's Agreement. In its BFR or

SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.<sup>26</sup>

#### **KAS Supplemental Reply Issue 42**

In earlier versions of the SGAT, Qwest referred to the standard intervals set for in its Interconnect & Resale Resource Guide (IRRG). CLECs objected and suggested that the intervals be set forth in the SGAT. Qwest has complied with that request. Standard service intervals for each UNE Combination are in Exhibit C of the revised SGAT. CLEC and Qwest can separately agree to due dates other than the standard interval. Qwest will work pro-actively with CLECs to provide project management support for processing large volumes of conversions.

#### **KAS Supplemental Reply Issue 43**

AT&T expressed concern that Qwest should not disconnect UNEs that are currently combined unless the CLEC specifically requests that they be separated. Qwest has included the following language in the SGAT that assures CLECs that Qwest will not disconnect UNEs that are currently combined, unless the CLEC specifically requests that they be separated:

9.23.1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by the CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such.

#### **KAS Supplemental Reply Issue 44**

Eschelon suggested that language be added providing that pre-existing UNE combinations be provisioned without disruption. In response, Qwest has added to Section 9.23.1.3. the following language from Section 2.2.30.3 of Attachment 8 of Eschelon's Colorado contract:

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<sup>26</sup> SGAT at 9.23.3.8

When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected and functional without any disconnection or disruption of functionality.

#### **KAS Supplemental Reply Issue 45**

AT&T suggests that the following language be added to Section 9.23:

9.23.1.2.2 At such time that CLEC provides Qwest with an order for particular UNE Combination, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS1, DS3, STS1, and OCn (where n equals 1 to 192) interfaces, and any other interface described in the applicable Telecordia standard and any other industry standard technical references. Any such requested network interface shall be provided by Qwest, unless Qwest provides CLEC, within five (5) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Dispute resolution process set forth in Section 5.18 of this Agreement. Unless otherwise specified, any references to DS1 in this Section 9.23 shall mean, at CLEC's option, either DS1 AMI or xDSL facility.

For the reasons set forth by Mr. Barry Orrel in the workshop, Qwest cannot agree to AT&T's proposed language.

#### **KAS Supplemental Reply Issue 46**

AT&T also recommends that the following language be added to Section Paragraph 9.23.1.2.3:

9.23.1.2.3. In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any Network Element or network elements provided by Qwest with another Network Element, other network elements or other services (including Access Services) obtained from Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC to provide Telecommunications Services to CLEC, its affiliates and to CLEC end users.

Qwest does not agree to add this language. Qwest can agree to allow CLEC to combine UNEs with other UNEs, but it cannot agree to allow any UNE to be connected to "other services." For example, the FCC order limiting EELs to a substantial amount of local service provides that CLECs may not connect the EEL to other ILEC services.<sup>27</sup>

#### **KAS Supplemental Reply Issue 47**

AT&T also proposes that the following paragraph should be added to the SGAT as a new Section 93.23.1.3:

1. CLEC and Qwest agree that the network elements identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, or the Bona Fide Request process, CLEC may identify and request that the Qwest furnish additional or revised network elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Additionally, if Qwest provides any Network Element or Combination or interconnection arrangement that is not identified in this Agreement to a requesting Telecommunications Carrier including a Qwest affiliate, to its own subscribers or to any other entity, Qwest will make available the same Network Element, UNE Combination or interconnection arrangement to CLEC without CLEC being required to use the Bona Fide Request process. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. All network elements and UNE Combinations provided pursuant to this Agreement shall be provided by Qwest for the Term of this Agreement independent of any state or Federal action eliminating a regulatory obligation to provide a Network Element or UNE Combination.

Qwest believes that this paragraph is unnecessary in light of the other changes made by Qwest. For example, the SGAT already provides that additional element can be ordered through a BFR process, and that combinations of ENEs that exist in Qwest's network need not use the BFR process. Furthermore, it is not appropriate to say that network elements Qwest uses to provide service to its own subscribers must be unbundled without further analysis. Qwest need only unbundle elements that meet the "necessary" and "impair" standard. In addition, the last sentence is not appropriate. If

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<sup>27</sup> FCC Supplemental Order Clarification, para. 22.

new UNEs are to be added by changes in law, then changes in law should provide for deletions of UNEs from the list that Qwest must unbundle.

#### **KAS Supplemental Reply Issue 48**

AT&T proposes that Qwest add the following additional language to Section 9.23.1.4:

9.23.1.4 Notwithstanding the foregoing, without additional components furnished by the CLEC to itself or through third parties, the CLEC shall be permitted to combine network elements made available by Qwest with other contiguous Qwest network elements or Qwest Access Services provided however, that to the extent that the CLEC requests that Qwest either combine contiguous network elements or combine non-contiguous unbundled network elements in a manner different than that contemplated in Table 1 of this Section 9.23, or in accordance with efficient engineering principles, or in any previous Bona Fide Request from CLEC or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.

Qwest believes that this language is unnecessary in light of the changes it has made to Section 9. In addition, Qwest is unclear of the meaning of "to combine network elements made available by Qwest with other contiguous Qwest network elements or Qwest Access Services." In addition, Qwest it cannot agree to allow without restriction UNEs to be combined with Qwest Access Services. For example, the FCC order limiting EELs to a substantial amount of local service provides that CLECs may not connect the EEL to other ILEC services.<sup>28</sup>

#### **KAS Supplemental Reply Issue 49**

Qwest must add language to assure CLECs that Qwest will provide proper demarcation points between UNEs, if desired by the CLEC. AT&T proposes that the following paragraph be added as new Section 9.23.1.5:

9.23.1.5 For each Network Element ordered individually, Qwest shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels

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<sup>28</sup> FCC Supplemental Order Clarification, para. 22.

or a Main or Intermediate Distribution Frame) when requested by the CLEC and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where Qwest provides a UNE Combination of contiguous Qwest network elements or a continuous combination of Access Services and network elements to CLEC, Qwest will provide the existing interconnections and no demarcation shall exist between such contiguous Qwest network elements.

Qwest has addressed these issues in the changes it has made to the SGAT.

#### **KAS Supplemental Reply Issue 50**

AT&T suggests that language be added to the SGAT to assure that Qwest will not add "glue" charges to the combinations that it is providing to the CLEC. AT&T proposes the following language to be added as a new Section 9.23.1.6:

- a) Qwest shall not charge CLEC an interconnection fee or demand other consideration for directly interconnecting any Network Element or UNE Combination to any other Network Element or UNE Combination provided by Qwest to CLEC if Qwest directly interconnects the same network elements or UNE Combinations in providing any service to its own end users or a Qwest affiliate, including the use of intermediate devices, such as a digital signal cross connect panel, to perform such interconnection.

Qwest has addressed this issue with its agreement to charge cost-based nonrecurring charges, which has been incorporated in Section 9.23.4.1.2.

#### **KAS Supplemental Reply Issue 51**

AT&T asks that Qwest add language that allows CLECs to order ancillary equipment with UNEs and UNE combinations. AT&T proposes that the following paragraph should be added to the SGAT:

- 9.23.1.8 Orders for UNE Combinations may also specify ancillary equipment (e.g., multiplexers, bridges, etc.) which, although integral to the functionality of the Network Element, may need to be specified for purposes of unbundled pricing and/or engineering of the UNE Combination. Specification of such information is not an acknowledgment on the part of the CLEC that the items specified

represent separate network elements nor is it a waiver of the CLEC's right to request and have the equipment provided in the future for the then existing UNE Combination.<sup>29</sup>

Qwest is not clear what ancillary services exist, other than multiplexing, which is the example given by AT&T. Qwest already allows access to multiplexing.

#### **KAS Supplemental Reply Issue 52**

AT&T asserts that Qwest must list the features that can be ordered with its standard UNE-P offerings.<sup>30</sup> Qwest made those lists available on its website.

#### **KAS Supplemental Reply Issue 53**

E\*spire objects to Qwest charging a "grooming" charge to eliminate commingling to allow for conversion to EEL. A CLEC may choose the way it will adapt its circuits to meet the FCC local use requirements. E\*spire's comments indicate that it is "rolling DS-1 circuits from aggregated DS-3 circuits." The phrase "grooming charge" in this case simply refers to tariffed charges to make changes to a special access circuit or a private line. If CLEC changes a circuit pursuant to a tariff, it must pay the tariffed rates for that change.

#### **KAS Supplemental Reply Issue 54**

AT&T claims that Qwest must develop products called UNE-P-POTS with High Speed Data and UNE-P-ISDN with High Speed Data. That is, UNE-P with the addition of high speed, xDSL data. The FCC has made clear that DSL need not be provided with UNE-P: "Under our rules, the incumbent LEC has no obligation to provide xDSL service over this UNE-P carrier loop."<sup>31</sup> Therefore, there is no reason for these products.

#### **KAS Supplemental Reply Issue 55**

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<sup>29</sup> AT&T Pages 50 -53

<sup>30</sup> AT&T at Page 55

<sup>31</sup> FCC SBC Texas 271 Order, para. 330.

AT&T insists that Qwest develop a product called CLEC Loop Termination, which is the combination of switch port and shared transport. By its very definition, shared transport is ordered with unbundled switching. Therefore, this product already exists.

#### **KAS Supplemental Reply Issue 56**

AT&T suggests that Qwest develop unspecified products involving UNE combinations with transport and dark fiber. As I have already stated, CLECs can order additional combinations using the Special Request Process. If there is significant demand, Qwest will develop a standard product.

#### **KAS Supplemental Reply Issue 57**

MCI asserts that in every switch location where Qwest can brand its own name, Qwest should be able to rebrand with the CLEC's specified branding. This would include allowing the CLEC the option of no branding.<sup>32</sup> That is exactly what Qwest does. In every switch in Arizona, Qwest will brand with CLEC's name, its choice of name, or no name.

#### **KAS Supplemental Reply Issue 58**

The earlier SGAT version contained language that "CLEC agrees to work in good faith with Qwest, on all issues, including, if necessary, extending standard provisioning intervals, if CLEC orders and/or projects orders for more than 500 UNE-P lines in any one month." Several CLECs have objected to this language, and Qwest has removed it.

#### **KAS Supplemental Reply Issue 59**

Section 9.23.3.10 contains language that "all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible Party before the combination of elements is available for conversion into a UNE Combination." Several CLECs have objected to this language. It is entirely

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<sup>32</sup> WCOM at Page 13

appropriate. The FCC has found that reasonable TLAs are acceptable and do not create 271 issues.<sup>33</sup>

#### **KAS Supplemental Reply Issue 60**

Several CLECs have objected to Section 9.23.3.11, which provided that: "If CLEC requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in this Section." In addition, MCI asked for language providing that it would not be billed for a UNE combination until the last UNE is provisioned. To address these concerns, Qwest has replaced the old Section 9.23.3.11 with the following language:

CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination has been provisioned to CLEC as a combination, unless it is not technically feasible to provision a UNE until a later time.

#### **KAS Supplemental Reply Issue 61**

Several CLECs have complained about the forecasting section of Section 9.23. At CLEC's suggestion, Qwest will remove this section and rely on the general forecasting provisions of the SGAT.

#### **KAS Supplemental Reply Issue 62**

WCOM proposes that Qwest must provide at least 90 days notice before terminating UNE combination service in order for CLECs to contact their end user customers to make alternate arrangements regarding their service. Qwest will agree to comply with the notice provisions of state law and Commission Rules.

#### **KAS Supplemental Reply Issue 63**

WCOM proposes that section 9.23.4.2 be revised to state, "Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, *or as ordered by the Commission.*"<sup>34</sup> Qwest has made the suggested change.

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<sup>33</sup> FCC SBC Texas 271 Order, para. 392.

**KAS Supplemental Reply Issue 64**

The SGAT originally contained language that intervals “may be impacted by order volumes and load control considerations.” At the suggestion of CLECs, this language has been removed.

**KAS Supplemental Reply Issue 65**

AT&T suggests that Section 9.23.5.6 be amended to add “Qwest will not provide CLEC or Qwest retail marketing organization with the name of the other service provider selected by the end user.” This language is inappropriate in the SGAT. Qwest’s obligations regarding competitive information are independent of the SGAT and there is no need to add additional language.

This concludes my affidavit.

## INDEX OF EXHIBITS

DESCRIPTION	EXHIBIT NUMBER
SGAT Section	KAS 1
Exhibit F to SGAT - Special Request Process	KAS 1.1
AIN Features	KAS 2
Patents Related to Qwest Deployed AIN Services (confidential)	KAS C3
Special Request (SR) Process	KAS 4

## EXHIBIT F - SPECIAL REQUEST PROCESS

- 1 The Special Request Process shall be used for the following requests:
  - a Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
  - a Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
  - a Requesting a combination of Unbundled Network Elements that is combined in the Qwest network but is not currently offered by Qwest as a standard product.
  - a Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product.
- 1 Any request that requires an analysis of technical feasibility, including requests for Interconnection not already available as described in this Agreement, or requests for access to an unbundled network element that has not been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, or requests for combinations of Unbundled Network Elements that are not currently combined in the Qwest network, shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement.
- 1 A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website. The form must be completely filled out.
- 1 Qwest shall acknowledge receipt of the Special Request within 5 business days of receipt.
- 1 Qwest shall respond with a preliminary analysis, including costs and timeframes, within 15 business days of receipt of the Special Request.
- 1 All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.

## Section 9.0 - UNBUNDLED NETWORK ELEMENTS

### 9.1 General Terms

Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements to which Qwest is required to provide unbundled access and/or provide access in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2.

9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an unbundled network element Qwest provides, as well as the access provided to that element, substantially the same between all CLECs requesting access to that element; and, where technically feasible, the access and unbundled network element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as shared transport).

9.1.3 CLEC shall not use unbundled network elements or the Ancillary Services listed in Section 10 as substitutes for special or switched access services, except to the extent CLEC provides such services to its end user customers in association with local exchange services.

9.1.4 Qwest will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element, ancillary service or interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The ITP may be ordered per termination. The demarcation point shall be:

- a) at CLEC-provided cross-connection equipment located in the CLEC's Virtual or Physical Collocation Space; or
  - b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
  - c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- a) If CLEC elects to use a direct connection from its collocation space to the distribution frame serving a particular element, at the distribution frame; or
  - b) At another demarcation point mutually-agreed to by the parties.

9.1.5 CLEC may connect UNEs in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element that Qwest provides to itself. Qwest will not restrict the types of telecommunications services the CLEC

may offer through unbundled elements, nor will it restrict the CLEC from combining elements with any technically compatible equipment the CLEC owns. Qwest will provide the CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

9.1.6 Except as set forth in Section 9.23, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations. CLEC will have access to UNEs at the collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by CLEC, Qwest will confirm functionality or other operating parameters testing of the UNE consistent with the rates and charges for such testing as identified in Exhibit A under 9.20 Miscellaneous Elements. Qwest will test individual elements at the reasonable request of the CLEC when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested and subject to 12.3.4 Trouble Isolation.

9.1.7 Installation intervals for unbundled network elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such suchages may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from 7 to 10 digit, area code splits, new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an internet web site.

9.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

9.1.11 Exhibit A of this Agreement contains the rates for unbundled network elements.

9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

## 9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

### 9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides the CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to the CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS1 OC-192 bandwidths where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

- a) An Unbundled Multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

### 9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, Qwest will perform requested and necessary cross-connections between UNEs. CLEC is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and transmission design work, including regeneration requirements for such connections.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, CLEC may utilize any form of collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT.

9.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end user customers in association with local exchange services.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to the CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

### 9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.
- d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

- c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.
- c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.
- e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.
- d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.
- e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

- a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.
- b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

- a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

#### **9.6.4 Ordering Process**

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of this Agreement.

9.6.4.1.2 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 to this Agreement.

9.6.4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

9.6.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

9.6.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

### **9.6.5 Maintenance and Repair**

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

### **9.6.6 Rearrangement**

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on the CLEC demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

## **9.8 Shared Interoffice Transport**

### **9.8.1 Description**

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches (local and access tandems), and between tandem switches.

### **9.8.2 Terms and Conditions**

9.8.2.1 Access to Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

9.8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to shared transport:

- a) Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic;
- b) Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network;
- c) Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch;
- d) Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service.

### 9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

### 9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in Exhibit C.

### 9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

## 9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide access to Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

### 9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross

connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

## 9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user customer to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end user customers.

9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

## 9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

- a) DS1 Port;
- b) DS3 Port;
- c) Dial Up Access; and
- d) Attendant Access.

9.9.3.2 Non-recurring rate elements include:

- a) DS1 Port;
- b) DS3 Port; and
- c) Virtual Ports.

## 9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in the UNES - UDIT Section . UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

## **9.10 Local Tandem Switching**

Qwest shall provide access to Local Tandem Switching in a non-discriminatory manner according to the following terms and conditions.

### **9.10.1 Description**

9.10.1.1 The local tandem switching element includes the facilities connecting the trunk distribution frames to the switch and all the functions of the switch itself, including those facilities that establishes a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

### **9.10.2 Terms and Conditions**

9.10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider.

9.10.2.2 The requirement to provide access to unbundled tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem.

### **9.10.3 Rate Elements**

9.10.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

9.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

### **9.10.4 Ordering Process**

9.10.4.1 Requests for DS1 Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs - UDIT Section of this Agreement.

### 9.10.5 Maintenance and Repair

9.10.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

## 9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

### 9.11.1 Description

9.11.1.1 Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end user customers. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to shared transport. Shared transport is described earlier in this Section of this Agreement.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.4 Line ports include:

- a) Analog Line Port; and
- b) Digital Line Port.

9.11.1.5 Trunk ports include:

- a) DS1 Local Message Trunk Port.

9.11.1.6 The following are attributes of line ports:

- a) Telephone Number;
- b) Directory Listing;
- c) Dial Tone;
- d) Signaling (loop or ground start);
- e) On/Off Hook Detection;
- f) Audible and Power Ringing;
- g) Automatic Message Accounting (AMA) Recording;

- h) Access to 911, Operator Services, and Directory Assistance; and
- i) Blocking Options (900 services).

9.11.1.7 Analog Line Port. The analog line port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables CLEC to access vertical features.

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of this Agreement:

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has interLATA and intraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

- a) 2 B & D;
- b) 2 Primary Directory Numbers (PDNs);
- c) Call Appearances – Two per Terminal;
- d) Normal Ringing; and
- e) Caller ID Blocking per call

Additional Vertical Features in each switch are available on an individual case basis.

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level.

Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.

9.11.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable customer Premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central office.

9.11.1.11.1.3 The PRI central office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24<sup>th</sup> channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

- a) 2B+D;
- b) Direct Inward Dialing (DID);
- c) Direct Outward Dialing DOD);
- d) Calling Number Identification;
- e) Calling Number Identification Blocking –All Calls;
- f) Circuit Switched Data or Voice Data.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

9.11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

## 9.11.2 Terms and Conditions

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the BFR Process contained in Section 17 of this Agreement. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end-user customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in Ancillary Services Section of this Agreement.

9.11.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Switching (Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

Name	MSA	CLLI	Wire Center
Phoenix	PHNXAZMA PHNXAZNO	Phoenix Main Phoenix North	

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-user customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end-user customer is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-user customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end-user customer is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.1.1.2 UNE-P is not available for end user customers with four or more access lines located within one of the Wire Centers specified above.

9.11.2.5.1.1.3 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.1.1.4 The high frequency portion of a loop shall not count as a second line.

9.11.2.5.1.1.5 End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.

(i) A basic rate ISDN line counts as one line.

9.11.2.5.1.1.7

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

9.11.2.5.3 UNE-P is not available for end user customers with four or more access lines located within the Wire Centers specified above.

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an individual case basis.

a) Additional arrangements not offered with the basic PRI product are available to CLEC on an individual case basis.

b) U S WEST shall record all billable events, involving usage of the Network Element, and send the appropriate recording data to CO-PROVIDER.

### 9.11.3 Rate Elements

9.11.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk port, first trunk and each additional trunk.

9.11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing port.

#### **9.11.4 Ordering**

9.11.4.1 Installation intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Line Service Request/Access Service Request (LSR/ASR).

9.11.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide.

9.11.4.3 Non-switch activated Vertical Features shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to the CLEC within 15 business days of receipt of the Special Request.

9.11.4.4 Non-switch resident Vertical Features shall be ordered using Special Request Process set forth in Exhibit F. Qwest will provide information to the CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.

9.11.4.5 Unbundled local switch ports are required when ordering unbundled shared transport as described in the Interconnect & Resale Resource Guide.

#### **9.11.5 Usage Billing Information**

##### **9.11.5.1 Exchange Access Service(s)**

Qwest shall provide CLEC with usage information necessary to bill for interLATA and intraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

##### **9.11.5.2 Retail Service(s)**

Qwest shall provide CLEC with information necessary for CLEC to bill its end user customers in the form of the actual information that is comparable to the information Qwest uses to bill its own end user customers.

##### **9.11.5.3 Reciprocal Compensation**

Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating local/EAS usage data or a reasonable surrogate for this information.

### **9.12 Customized Routing**

### 9.12.1 Description

9.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-user customers. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

### 9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 CLEC has two options by which to route its end-user customers' calls:

(a) CLEC may elect to route all of its end-user customers' calls in the same manner as Qwest routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

(b) CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC LSR (Local Service Request).

### 9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

#### **9.12.4 Ordering Process**

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

9.12.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested, CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If CLEC elects to route their end-user customers' calls in the same manner in which Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

9.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

#### **9.12.5 Maintenance and Repair**

Maintenance and Repair are the sole responsibility of Qwest. Reference the Maintenance and Repair processes contained in this Agreement.

#### **9.19 Construction Charges**

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled loops, ancillary and finished services. When Qwest constructs to fulfill CLEC's request for unbundled loops, ancillary and finished services, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest end user customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a Qwest end user customer.

#### **9.20 Reserved for Future Use**

#### **9.21 Reserved for Future Use**

## 9.22 Reserved for Future Use

*Section 9.23 deleted and replaced in its entirety.*

***Section 9.23 has been replaced in its entirety with the following.***

## 9.23 Unbundled Network Elements Combinations (UNE Combinations)

### 9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements, including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will, upon request, allow CLEC to access combinations of unbundled network elements identified by the Federal Communications Commission in In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws-

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2.

9.23.1.2.2 UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected and functional without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is technically feasible;

9.23.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

### **9.23.2 Description**

UNE Combinations are available in the following standard products: a) UNE-P in the following forms: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; and b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in Exhibit F to this Agreement.

### **9.23.3 Terms and Conditions**

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, all compatible Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX includes the following combination of unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport and, if desired, all compatible Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.6. UNE-P-Centrex -- UNE-P- Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport, Centrex Common Block and, if desired, the Centrex Features supported by the switch. Because of the numerous varieties of Centrex and the complexity of the products, CLEC must contact its account representative to arrange for ordering and processing of the appropriate variety of Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in 9.23.3.2.

9.23.3.6.2 Qwest will provide access to Customer Management System ("CMS").

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1, DS3 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC

establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

9.23.3.7.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

9.23.3.7.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

9.23.3.7.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as the CLEC continues to satisfy one of the three options set forth in Section 9.23.3.7.2 of this Agreement. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year, unless an audit finds noncompliance.
- f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

- g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to provisioning EELs.
- i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two consecutive months, then the EEL shall be converted to special access or private line rates within 30 days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this SGAT. While a dispute is pending resolution, the status quo will be maintained. The elements or circuit shall not be converted to EEL, or, the EEL shall not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other unbundled loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other unbundled loop, including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if they meet the terms of this Section 9.23.3.3. Qwest will make EEL-C available to CLEC upon request. Qwest will provide CLEC with access to EEL-C according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of local exchange service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a new combination of loop and dedicated interoffice transport. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of local exchange service to each end user customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

9.23.3.7.2.12.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address:  
<http://www.uswest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.7.3 Ordering

9.23.3.7.3.1 EEL-C is currently ordered using an LSR process.

9.23.3.7.3.2 CLEC will submit EEL-P orders using the ASR process.

9.23.3.7.3.2.1 One service order is required when CLEC orders Point-to-Point EEL. For Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate orders.

9.23.3.7.3.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

9.23.3.7.3.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

#### 9.23.3.7.4 Rate Elements

9.23.3.7.4.1 EEL Link. The EEL Link is the loop connection between the end user customer premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.7.4.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.7.4.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

9.23.3.7.4.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.7.4.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

9.23.3.8 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify

the specific combination of UNEs , identifying each individual UNE by name as described in this Agreement.

9.23.3.9 The following terms and conditions are available for all types of UNE-P:

9.23.3.9.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.9.2 If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's choice of name, in accordance with terms and conditions set forth in this Agreement.

9.23.3.9.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of the Agreement.

9.23.3.9.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS ("Automatic Location Identification/Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.9.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.9.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.10 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible Party before the combination of elements is available for conversion into a UNE Combination.

9.23.3.11 CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination has been provisioned to CLEC as a combination, unless it is not technically feasible to provision a UNE until a later time.

9.23.3.12 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.13 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.14 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end user customers contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest.

9.23.3.15 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user customer to be served with the UNE Combination is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined earlier in this UNE Section.

#### **9.23.4 Rates and Charges**

9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Agreement and Exhibit A for both recurring and non-recurring application.

9.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in this Agreement and Exhibit A.

9.23.4.1.2 Nonrecurring charges will apply based upon the Existing Rules to recover the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of interLATA or intraLATA carriers. Any change in CLEC's end user customers' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user customer.

9.23.4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

## **9.23.5 Ordering Process**

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the UNE-P and UNE Combination Resource Guide. The following is a high-level description of the ordering process:

9.23.5.1.1 Step 1: Order a customized amendment from your account team representative. In limited circumstances where a contract already includes UNE combinations, CLECs may order combinations without amendments. However, the details must be worked out with the account team, so that the remaining steps of this process will occur.

9.23.5.1.2 Step 2: Sign amendment or begin negotiations.

9.23.5.1.3 Step 3: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 4: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 5: Allow 3 -4 weeks for accurate loading of UNE combination rates to the Qwest billing system.

9.23.5.1.6 Step 6: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: [http://www.uswest.com/wholesale/productsServices/irrg/une\\_p\\_c.html](http://www.uswest.com/wholesale/productsServices/irrg/une_p_c.html)

9.23.5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. CLEC and Qwest can separately agree to due dates other than the standard interval.

9.23.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. The date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day.

9.23.5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

9.23.5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest will not provide CLEC with the name of the other service provider selected by the end user customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

## **9.23.6 Billing**

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic

billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples available for CLEC review.

**9.23.7 Maintenance and Repair**

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest



[http://www.uswest.com/wholesale/productsServices/irrg/une\\_p\\_c.html](http://www.uswest.com/wholesale/productsServices/irrg/une_p_c.html)



### Qwest Features Unavailable with UNE-P Products

All AIN, Voice Messaging, and MegaBit features/services are unavailable with the UNE-P product family. USOCs and descriptions are provided below.

### AIN Features

SEPCS	Business Continuation Routing
REAKY	Business Continuation Routing
C2RDX	Business Continuation Routing
C2RLX	Business Continuation Routing
SBAXA	Business Continuation Routing
SEPCU	Business Continuation Routing
RCU	Call Curfew
RCU2X	Call Curfew
ADCLS	Call Data Collection and Transmission
ADCTS	Call Data Collection and Transmission
WH2	Call Planner
N6S	Caller ID with Privacy +
N6SD1	Caller ID with Privacy +
EWY29	Caller ID with Privacy +
N/A	Continuous Redial Deluxe
OC4	Dial Lock
D7T	Do Not Disturb
C7QPA	NextConnects
SB5	No Solicitation
VTL	Number Forwarding Service
AFD	Remote Access Forwarding
AFM	Remote Access Forwarding
ATF	Scheduled Forwarding
RV1	Security Screen
R8SSX	Select Call Routing
R8SCX	Select Call Routing
SEPRE	Select Call Routing
R8SBX	Select Call Routing
R8SAX	Select Call Routing
R8SPN	Select Call Routing
NR9EU	Select Call Routing

*Features Unavailable with UNE-P Product Family*

*List may not be all inclusive and is subject to USOC verification, addition/deletion, and correction at any time.*

10.24.00 mjw

R8GPG	Select Call Routing
R8YPG	Select Call Routing
R8TAC	Select Call Routing
R8TPN	Select Call Routing
R8TAC	Select Call Routing
R8T	Select Call Routing
NR9E9	Select Call Routing
NR9E3	Select Call Routing
R8PPN	Select Call Routing
R8B1X	Select Call Routing
R8B1C	Select Call Routing
R8BAX	Select Call Routing
REANK	Select Call Routing
RZP5X	Single Number Service
RZPMX	Single Number Service
RZP9X	Single Number Service
RLH1X	Single Number Service
RLH2X	Single Number Service
RLH3X	Single Number Service
R7M	Single Number Service
R7F	Single Number Service
NR9EE	Single Number Service
HME	Wireless Extension
HMP	Wireless Extension

### Voice Messaging Features

USOC	Product
C7RVM	3X Voice Messaging
FPAAH	3X Voice Messaging
MAW	3X Voice Messaging
MBB	3X Voice Messaging
MBBXA	3X Voice Messaging
MBJ	3X Voice Messaging
MNXPX	3X Voice Messaging
NR9VA	3X Voice Messaging
NR9VB	3X Voice Messaging
NR9VC	3X Voice Messaging
R5C3G	3X Voice Messaging
R5C3H	3X Voice Messaging
R5C4A	3X Voice Messaging
R5C4B	3X Voice Messaging
R5CBM	3X Voice Messaging
R5CCR	3X Voice Messaging
R5CEE	3X Voice Messaging
R5CEM	3X Voice Messaging
R5CHR	3X Voice Messaging
R5CJA	3X Voice Messaging
R5CKN	3X Voice Messaging
R5CM1	3X Voice Messaging
R5CM2	3X Voice Messaging
R5CMB	3X Voice Messaging
R5CMM	3X Voice Messaging

*Features Unavailable with UNE-P Product Family*

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10.24.00 mjw

<b>R5CMN</b>	3X Voice Messaging
<b>R5CN3</b>	3X Voice Messaging
<b>R5COP</b>	3X Voice Messaging
<b>R5CRN</b>	3X Voice Messaging
<b>R5CSG</b>	3X Voice Messaging
<b>R5CVC</b>	3X Voice Messaging
<b>R5CVM</b>	3X Voice Messaging
<b>REAE3</b>	3X Voice Messaging
<b>REAE4</b>	3X Voice Messaging
<b>REAHD</b>	3X Voice Messaging
<b>REAVD</b>	3X Voice Messaging
<b>S8V</b>	3X Voice Messaging
<b>SEPVS</b>	3X Voice Messaging
<b>TFM</b>	3X Voice Messaging
<b>VBS</b>	3X Voice Messaging
<b>VFG</b>	3X Voice Messaging
<b>VFMAX</b>	3X Voice Messaging
<b>VFN</b>	3X Voice Messaging
<b>VFS</b>	3X Voice Messaging
<b>VFZ3X</b>	3X Voice Messaging
<b>VGT</b>	3X Voice Messaging
<b>VHF</b>	3X Voice Messaging
<b>VJBXX</b>	3X Voice Messaging
<b>VJMXB</b>	3X Voice Messaging
<b>VJMXC</b>	3X Voice Messaging
<b>VJMXD</b>	3X Voice Messaging
<b>VJMXF</b>	3X Voice Messaging
<b>VJMXK</b>	3X Voice Messaging
<b>VJMXL</b>	3X Voice Messaging
<b>VJMXR</b>	3X Voice Messaging
<b>VJMXT</b>	3X Voice Messaging
<b>VJMXU</b>	3X Voice Messaging
<b>VJMXV</b>	3X Voice Messaging
<b>VJMXW</b>	3X Voice Messaging
<b>VJMXY</b>	3X Voice Messaging
<b>VMC1X</b>	3X Voice Messaging
<b>VMC2X</b>	3X Voice Messaging
<b>VMJRA</b>	3X Voice Messaging
<b>VMJRB</b>	3X Voice Messaging
<b>VMJXA</b>	3X Voice Messaging
<b>VMJXB</b>	3X Voice Messaging
<b>VMJXX</b>	3X Voice Messaging
<b>VPH</b>	3X Voice Messaging
<b>VPN</b>	3X Voice Messaging
<b>VR2</b>	3X Voice Messaging
<b>VSHSX</b>	3X Voice Messaging
<b>VVMAD</b>	3X Voice Messaging
<b>VVMAE</b>	3X Voice Messaging
<b>VVMAF</b>	3X Voice Messaging
<b>VVMAG</b>	3X Voice Messaging
<b>VYMXJ</b>	3X Voice Messaging
<b>VYMXK</b>	3X Voice Messaging

*Features Unavailable with UNE-P Product Family*

*List may not be all inclusive and is subject to USOC verification, addition/deletion, and correction at any time.*

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VYMXL | 3X Voice Messaging

MegaBit	
USOC	Product
H5LAM	MegaBit 256 Deluxe Data Port - Centrex 21
H5LA1	MegaBit 256 Deluxe Data Port - Centrex 21
H5LA3	MegaBit 256 Deluxe Data Port - Centrex 21
H5LA5	MegaBit 256 Deluxe Data Port - Centrex 21
H5CAM	MegaBit 256 Select Data Port - Centrex 21
H5CA1	MegaBit 256 Select Data Port - Centrex 21
H5CA3	MegaBit 256 Select Data Port - Centrex 21
H5CA5	MegaBit 256 Select Data Port - Centrex 21
H5LBM	MegaBit 512 kpbs Data Port - Centrex 21
H5LB1	MegaBit 512 kpbs Data Port - Centrex 21
H5LB3	MegaBit 512 kpbs Data Port - Centrex 21
H5LB5	MegaBit 512 kpbs Data Port - Centrex 21
H5LCM	MegaBit 768 kpbs Data Port - Centrex 21
H5LC1	MegaBit 768 kpbs Data Port - Centrex 21
H5LC3	MegaBit 768 kpbs Data Port - Centrex 21
H5LC5	MegaBit 768 kpbs Data Port - Centrex 21
H5LDM	MegaBit 1 MBps Data Port - Centrex 21
H5LD1	MegaBit 1 MBps Data Port - Centrex 21
H5LD3	MegaBit 1 MBps Data Port - Centrex 21
H5LD5	MegaBit 1 MBps Data Port - Centrex 21
H5LEM	MegaBit 4 MBps Data Port - Centrex 21
H5LE1	MegaBit 4 MBps Data Port - Centrex 21
H5LE3	MegaBit 4 MBps Data Port - Centrex 21
H5LE5	MegaBit 4 MBps Data Port - Centrex 21
H5LFM	MegaBit 7 MBps Data Port - Centrex 21
H5LF1	MegaBit 7 MBps Data Port - Centrex 21
H5LF3	MegaBit 7 MBps Data Port - Centrex 21
H5LF5	MegaBit 7 MBps Data Port - Centrex 21
H5L1M	MegaBit 256 Deluxe Data Port - Centrex Plus/Prime, Centron
H5L11	MegaBit 256 Deluxe Data Port - Centrex Plus/Prime, Centron
H5L13	MegaBit 256 Deluxe Data Port - Centrex Plus/Prime, Centron
H5L15	MegaBit 256 Deluxe Data Port - Centrex Plus/Prime, Centron
H5C7M	MegaBit 256 Select Data Port - Centrex Plus/Prime, Centron
H5C71	MegaBit 256 Select Data Port - Centrex Plus/Prime, Centron
H5C73	MegaBit 256 Select Data Port - Centrex Plus/Prime, Centron
H5C75	MegaBit 256 Select Data Port - Centrex Plus/Prime, Centron
H5L2M	MegaBit 512 kpbs Data Port - Centrex Plus/Prime, Centron
H5L21	MegaBit 512 kpbs Data Port - Centrex Plus/Prime, Centron
H5L23	MegaBit 512 kpbs Data Port - Centrex Plus/Prime, Centron
H5L25	MegaBit 512 kpbs Data Port - Centrex Plus/Prime, Centron
H5L3M	MegaBit 768 kpbs Data Port - Centrex Plus/Prime, Centron
H5L31	MegaBit 768 kpbs Data Port - Centrex Plus/Prime, Centron
H5L33	MegaBit 768 kpbs Data Port - Centrex Plus/Prime, Centron
H5L35	MegaBit 768 kpbs Data Port - Centrex Plus/Prime, Centron
H5L4M	MegaBit 1 MBps Data Port - Centrex Plus/Prime, Centron
H5L41	MegaBit 1 MBps Data Port - Centrex Plus/Prime, Centron
H5L43	MegaBit 1 MBps Data Port - Centrex Plus/Prime, Centron

Features Unavailable with UNE-P Product Family  
List may not be all inclusive and is subject to USOC verification, addition/deletion, and correction at any time.  
10.24.00 mjw

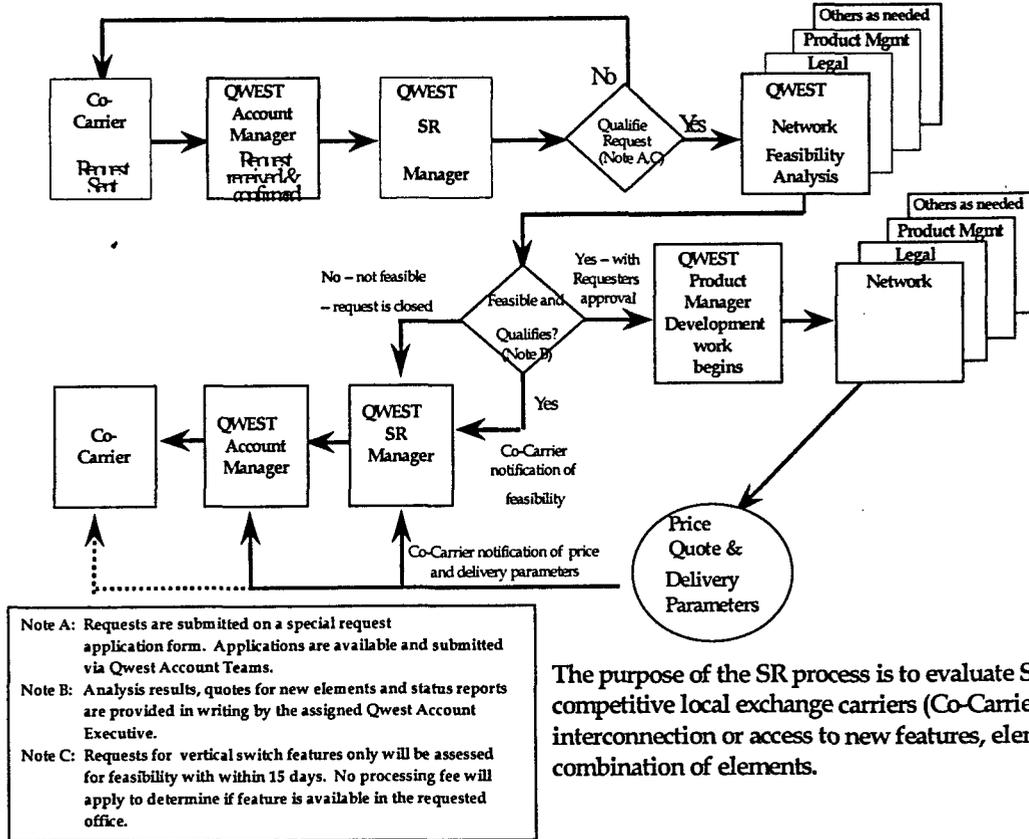
<b>H5L45</b>	MegaBit 1 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L5M</b>	MegaBit 4 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L51</b>	MegaBit 4 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L53</b>	MegaBit 4 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L55</b>	MegaBit 4 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L6M</b>	MegaBit 7 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L61</b>	MegaBit 7 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L63</b>	MegaBit 7 MBps Data Port - Centrex Plus/Prime, Centron
<b>H5L65</b>	MegaBit 7 MBps Data Port - Centrex Plus/Prime, Centron

Arizona Corporation Commission  
Docket No. T-00000B-97-0238  
Qwest Corporation  
Rebuttal Exhibits of Karen A. Stewart  
October 31, 2000  
KAS-3

**Confidential and Proprietary  
(REDACTED VERSION)**

PHX/DPOOLE/1121370.1/67817.150

## Special Request (SR) Process



## Special Request Application Form

This application is to be used when the Special Request does not involve an evaluation for technical and operational feasibility. Requests that require that evaluation must be submitted via the Bona Fide Request (BFR) process.

The information requested in this application is essential to evaluate your request for interconnection, access to network elements or to combinations of elements. Your request will be reviewed for feasibility. Specific requirements and timeframes for evaluating your request are listed below.

Please complete the application form in full and submit it to your Qwest account representative via mail, fax or email. All sections must be completed before Qwest can begin processing your request. Please use additional pages as necessary.

Requested By \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email

\_\_\_\_\_

\_\_\_\_\_

Primary Contact Name, Telephone Number, Fax Number and Email

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Request

Date Received (Completed By Qwest)

\_\_\_\_\_

\_\_\_\_\_

Please indicate the type of request (X) and provide any additional information that would be useful in evaluating your request.



Name, Telephone Number, Fax Number and Email

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Qwest will meet or exceed the following standard response timeframes:

Acknowledge receipt of request within 5 business days of receipt.

Respond with a preliminary analysis within 15 business days of receipt of request.

A reasonable timeframe for further deliverables will be negotiated between CLEC and Qwest based on the nature of the request.

All timeframes will be met unless extraordinary circumstances arise. In such a situation, CLEC and Qwest will negotiate a reasonable response timeframe.