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AZ CORP COMMISSION  
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**BEFORE THE ARIZONA CORPORATION COMMISSION**

1  
2 WILLIAM A. MUNDELL  
Chairman  
3 JIM IRVIN  
Commissioner  
4 MARC SPITZER  
Commissioner  
5

6 IN THE MATTER OF U S WEST )  
COMMUNICATIONS, INC.'S )  
7 COMPLIANCE WITH § 271 OF THE )  
TELECOMMUNICATIONS ACT OF )  
8 1996 )

Docket No. T-00000B-97-0238

**NOTICE OF FILING UPDATED  
SGAT SECTIONS 4.34, 9.2, 9.5, 9.21 and  
10.2**

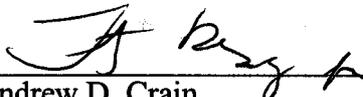
9 Qwest Corporation ("Qwest") hereby provides notice of filing SGAT sections 4.34, 9.2, 9.5,  
10 9.21 and 10.2. Qwest makes this filing to ensure that the parties to the Arizona 271 docket have  
11 sufficient time to prepare for the workshops scheduled for March 5-9, 2001.  
12

13 RESPECTFULLY SUBMITTED this 20<sup>th</sup> day of February, 2001.  
14

15  
16 Arizona Corporation Commission  
17 **DOCKETED**

18 FEB 20 2001

19 DOCKETED BY 

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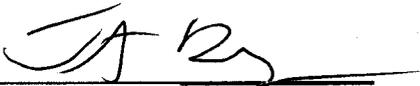
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**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR  
INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS,  
ANCILLARY SERVICES, AND  
RESALE OF TELECOMMUNICATIONS SERVICES  
PROVIDED BY QWEST CORPORATION  
IN THE STATE OF**

**Arizona**

**For March 5-9, 2001 Workshop**

Sections:

- 4.34
- 9.2 (Unbundled Loops)
- 9.5 (Network Interface Device)
- 9.21 (Line Splitting)
- 10.2 (Local Number Portability)

**Filed 2/19/01**

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end user's premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

## **9.2 Unbundled Loops**

### **9.2.1 Description**

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

## 9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users. These loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 ~~substantially the same time and manner as Qwest provides to its own end-users~~ and with a minimum of service disruption.

9.2.2.2 Analog (Voice Grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit CLEC to order a continuous Unbundled Loop.

9.2.2.3 Digital Capable Loops – DS-1 and DS-3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. If conditioning is required, then CLEC pre-approved conditioning ~~charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.~~

9.2.2.3.1 Qwest shall provide other unbundled fiber and high capacity loops, to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

9.2.2.4 CLECs may request a Non-Loaded Unbundled Loop. In the event that no such facilities are available, Qwest can be requested to 'condition' existing spare facilities to meet this specification. CLECs shall indicate on the LSR that they pre-approve conditioning if needed. Qwest will dispatch a technician to 'condition' the loop by removing load coils and excess bridge tap, if necessary, in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and bridge tap removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology (as defined in the Product Catalog), that takes into account for

example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I Loop, and Total Reach (currently under development). Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I Capable loops using the specifications in the Technical Publication 77384 Issue G. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or bridge tap.

9.2.2.6 For DS1 or DS3 Capable Loop, Qwest will provide the necessary electronics at both ends including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

9.2.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations. Qwest will provide in writing the reason why an order was rejected for Spectrum management reasons.

9.2.2.8 When CLEC requests an ADSL Compatible Loop, CLEC will use the ADSL Loop Qual tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384 Issue G.

9.2.2.9 Five (5) provisioning options are available for Unbundled Loop elements. The charge for these provisioning options will vary depending on the type of loop requested and the negotiated contract rate. Rates are contained in Exhibit A of this Agreement.

**Note:** Please refer to Qwest's Technical Publication 77384 Issue G, for the testing parameters.

#### 9.2.2.9.1 Basic Installation

Basic Installation may be ordered for new or existing unbundled loops.

For an existing end-user, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

For new end-user service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC

#### 9.2.2.9.2 Basic Installation with Performance Testing

Basic Installation with Performance Testing option may be ordered for new or existing unbundled loops.

For an existing end-user, the Basic Installation with Performance Testing option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out.

For new end-user service, the Basic Installation with Performance Testing option requires a dispatch to the end-user premises. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out.

#### 9.2.2.9.3 Coordinated Installation with Cooperative Testing

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing end-user, the Coordinated Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative Testing. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the Installation. If CLEC is

not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT completes the installation in the Central Office. Tests requested by CLEC will be performed at this time. Any required test results are read to CLEC by the Qwest Implementor/Tester on close-out. It is important to note that any CLEC requested Unbundled Loop provisioning test not defined in the Qwest Technical Publication 77384 Issue G is billable. For new end-user service, the Coordinated Installation with Cooperative Testing option requires a dispatch to the end-user premises. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the Installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Additional tests requested by CLEC will be performed at this time. It is important to note that any CLEC requested Unbundled Loop provisioning test not defined in the Qwest Technical Publication 77384 Issue G is billable.

#### 9.2.2.9.4 Coordinated Installation without Cooperative Testing

The Coordinated Installation without Cooperative Testing option may be ordered for new or existing service. For an existing unbundled loop this option remains a "lift and lay" procedure (no Premises Dispatch required) but offers CLEC the ability to coordinate the conversion activity. Again, CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Implementor/Tester will contact CLEC to notify them that Qwest is ready to start the installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. Once the work has been completed, the Qwest Implementor advises CLEC that the "lift and lay" procedure has been completed. For new unbundled loops, a dispatch may be required to 'tie-down' the new circuit at the Customer premises. CLEC may elect to specify that no Dispatch is requested. This will signal Qwest that the Field Technician (CST/NT) will not need to stay on the premises to perform the Coordinated Installation once the circuit is in place. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", after the circuit is in place, the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT completes the installation in the ~~central office~~ Central Office. The COT and Implementor/Tester complete the required Performance Tests to ensure the new circuit meets the required parameter limits. The test results are

NOT provided to CLEC. CLEC is verbally advised that the Installation is complete.

#### 9.2.2.9.5 Basic Installation with Cooperative Testing

Basic Installation with Cooperative Testing option may be ordered for new or existing unbundled loops. For an existing end-user, the Basic Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative Testing on the Due Date. The Central Office Technician (COT) "lifts" the loop from its current termination and "lays" it on a new termination connecting to CLEC. CLEC will be contacted to perform a loop back acceptance test, accept the loop and exchange demarcation information. Any required test results are read to CLEC by the Qwest Implementor/Tester on close-out. For new end-user service, the Basic Installation with Cooperative Testing option requires a dispatch to the end-user premises. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. CLEC will be contacted on the due date to perform a loop back acceptance test, accept the loop, and exchange demarcation information.

#### 9.2.2.9.6 Performance Testing

The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**  
No, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss = 0 to -8.5 dB at 1004 Hz  
Automatic Number Identification (ANI) when dial-tone is present
- **2-Wire and 4-Wire Non-Loaded Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
**Insertion Loss = 0 to -8.5 dB at 1004 Hz**  
Automatic Number Identification (ANI) when dial-tone is present
- **Basic Rate ISDN and xDSL-I Capable Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss =  $\leq 40$  dB at 40 kHz  
Automatic Number Identification (ANI) when dial-tone is present
- **DS1 Capable Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
- **DS3 Capable Loops**  
Continuity Testing
- **ADSL Compatible Loops**  
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts  
Insertion Loss =  $\leq 41$  dB at 196 kHz  
Automatic Number Identification (ANI) when dial-tone is present

9.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section of this Agreement.

9.2.2.11 Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provisioning of Unbundled Loops, Qwest will advise the end user to contact their CLEC and Qwest will initiate contact with CLEC to resolve the issue.

~~(a) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.~~

~~(b) If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.~~

9.2.2.13 Facilities and lines furnished by Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing and inspection of employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines. Such entry is restricted to testing and inspection of Qwest's own property in that facility. Entry for any other purpose is subject to audit provisions in (Audit section) of this Agreement.

9.2.2.14 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at CLEC's end user premises.

9.2.2.15 When requested by Qwest, via a Loss Alert from the new Local Service Provider (LSP)), the circuit belonging to CLEC will be disconnected. This action is taken by Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC LSP to provide service to that end-user location.

### 9.2.3 Rate Elements

The following Unbundled Loop Recurring and Non-Recurring rate elements are contained in Exhibit A of this Agreement. Recurring charges will vary based on CLEC selected Installation Options, Conditioning and Extension Technology as necessary.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-Recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-Recurring rates.

9.2.3.3 DS-1 and DS-3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-Recurring rates.

9.2.3.4 Extension Technology Recurring and Non-Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops, where applicable.

9.2.3.5 Conditioning Non-Recurring rates for DS-1 and DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing and Manual Scheduled Testing.

9.2.3.7 \_\_\_\_\_ Out of Hours Coordinated Installations

9.2.3.7.1 For purposes of service ~~this Section, installation, -hours~~ Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of the normal operating hours are considered to be Out of Hours Installations.

9.2.3.7.2 Intentionally Left Blank

9.2.3.7.3 Intentionally Left Blank

9.2.3.7.4 Intentionally Left Blank

9.2.3.7.5 CLEC will incur additional charges for eOut of hHours coordinated installations. These charges will be the overtime rates.

### 9.2.4 Ordering Process

9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this Agreement.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of this Agreement.

9.2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

9.2.4.3.1 Before submitting an order for a Two/Four Wire Nonloaded Loop, ADSL ~~Qualified-Compatible~~ loop, ISDN Capable Loop or xDSL-I Loop, CLEC must use Qwest's Raw Loop Data capability on its IMA-EDI and IMA-GUI interfaces to obtain specific information about the loop CLEC seeks to order.

9.2.4.3.1.1 Based on the loop make up information provided on Qwest's OSS, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If loop conditioning is required, CLEC must authorize Qwest to perform such loop conditioning on its LSR. If CLEC does not pre-approve loop conditioning, Qwest will assume that CLEC has determined that loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer.

9.2.4.3.1.2 **Proposed Colorado Trial** For a Two/Four Wire Nonloaded Loop, ADSL Qualified loop, ISDN Capable Loop or xDSL-I Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a loop assignment. Such FOC will provide CLEC with a firm due date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved loop conditioning, and conditioning is not necessary, Qwest will notify CLEC and CLEC may select a firm due date no earlier than the standard interval when conditioning is not required.

9.2.4.3.1.2.2 If CLEC has not pre-approved loop conditioning and Qwest determines that the loop contains load coils, Qwest will notify CLEC and wait for a supplemental LSR approving loop conditioning.

9.2.4.3.1.2.3 If appropriate facilities are not available to fill CLEC's order, and a facility build that would satisfy CLEC's order is scheduled and funded, a FOC will contain the ready for Service Date.

9.2.4.3.1.2.4 If appropriate facilities are not available to fill CLEC's order, and a facility build that would satisfy CLEC's order is not scheduled and funded, Qwest will send CLEC a rejection notice and reject the order.

9.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same end user address, the request will be handled on an individual case basis.

9.2.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of Central Office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

9.2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire Non-Loaded Loops, ISDN capable Loops, xDSL-I, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit C to this Agreement.

9.2.4.7 CLEC may request access to existing fiber and other high capacity loops.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

9.2.4.9 Fifteen (15) business day interval for Line Conditioning requires CLEC to use the Raw Loop Data Tool (RLD). The RLD is required to verify the availability and status of the local loop facility prior to CLEC submitting any order requiring a conditioned loop. The fifteen (15) business day interval starts when the need for conditioning is identified and removal approved by CLEC.

9.2.4.9.1 When load coils and bridged tap do NOT exist CLEC will request the standard due date interval, upon receipt of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or bridged taps do exist CLEC will request the fifteen (15) calendar day desired due date. CLEC may pre-approve line conditioning on the LSR and agrees to pay any applicable charges.

#### 9.2.4.10 Out of Hours Coordinated Installations

9.2.4.10.1 For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. ~~For planning purposes, CLEC shall provide Qwest with at least two weeks notice for out of hours coordinated installations. This notice should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.~~

9.2.4.10.3 CLEC shall request ~~out~~ Out of hours ~~Hours~~ coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

9.2.4.10.4 The date and time for ~~o~~ Out of h ~~Hours~~ coordinated installations may need to be negotiated between Qwest and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

## **9.2.5 Maintenance and Repair**

9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, CLEC shall be assessed the applicable time and materials charges.

9.2.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

9.2.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a Trouble Isolation Charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

## **9.5 Network Interface Device (NID)**

### 9.5.1 Description

The NID is defined as any means of Interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. An incumbent LEC shall permit a requesting Telecommunications Carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. The NID then carries with it all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. The modular NID is divided into two components one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

### 9.5.2 Terms and Conditions

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other technically feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and for the time associated with the request. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its loops directly to Qwest's NID enclosures that have additional space and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. These connections cannot be made in a splice case and such connections must be in compliance with the appropriate sections of FCC 88-57, NESC Sec. 315, and NEC Sec. 800-30. The CLEC agrees to pay for the use of the Qwest NID in accordance with the schedules set forth in Exhibit A of this Agreement.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Where environmental conditions permit, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "end user customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting CLEC. Such charges will be billed to the requesting CLEC.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. However, Qwest will change the NID on an individual request basis by CLEC. Qwest is not required to inventory NID locations on behalf of CLEC.

### **9.5.3 Rate Elements**

9.5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of CLEC's NID to Qwest's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Agreement.

9.5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Agreement. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

### **9.5.4 Ordering Process**

9.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes and installation intervals are contained in the Support Functions Section of this Agreement.

### **9.5.5 Maintenance and Repair**

9.5.5.1 If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to CLEC. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

## **9.21 UNE-P Line Splitting**

### **9.21.1 Description**

Line Splitting provides CLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper loop. The advanced data service may be provided by CLEC or another data service provider chosen by CLEC. A POTS splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

## **9.21.2 Terms and Conditions**

### **9.21.2.1 General**

9.21.2.1.1 CLEC may order the insertion of a POTS splitter or DLEC may order the insertion of a POTS splitter with an LOA from CLEC. Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

9.21.2.1.2 The POTS splitter must be previously provisioned in the end user Central Office. The POTS splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by DLEC to the extent those services are deemed acceptable for UNE-P Line Splitting deployment under applicable FCC rules.

9.21.2.1.4 CLEC may authorize only one DLEC at any given time to provide advanced data service on any given UNE-P.

9.21.2.1.5 CLEC, or DLEC with appropriate LOA, will be able to request conditioning of the unbundled loop portion of the UNE-P. Qwest will perform requested conditioning of shared loops to remove load coils and excess bridged taps. If CLEC/DLEC requests conditioning and such conditioning significantly degrades the voice services on the loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the loop.

9.21.2.1.6 POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, POTS splitters will be

appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination

9.21.2.1.7 CLEC/DLEC will provide Qwest with non-binding, good faith, rolling quarterly forecasts for UNE-P Line Splitting volumes on a Wire Center-by-Wire Center basis. CLEC/DLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.

9.21.2.1.8 POTS splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

### **9.21.3 Rate Elements**

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Agreement.

#### 9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 UNE-P Line Splitting Charge - A monthly recurring charge to recover the additional costs associated with the use of Line Splitting on UNE-P.

#### 9.21.3.2 Non-Recurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A non-recurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning loop associated with UNE-P – A non-recurring charge for either conditioning the loop by removing load coils and/or excess bridged taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

#### 9.21.3.3 Non-Recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – CLEC/DLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates

set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

#### **9.21.4 Ordering Process**

##### **9.21.4.1 UNE-P Line Splitting**

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC/DLEC will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated loop.

9.21.4.1.2 CLEC/DLEC will provide on the LSR, the appropriate frame terminations that are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's Collocated equipment in the same Wire Center.

9.21.4.1.4 CLEC/DLEC shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

#### **9.21.5 Billing**

9.21.5.1 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 sub-account information consistent with the samples available for CLEC review.

9.21.5.2 Qwest shall bill CLEC as the customer of record for all recurring and non-recurring Line Splitting rate elements.

#### **9.21.6 Repair and Maintenance**

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data loop is cross-connected to the POTS splitter.

9.21.6.2 CLEC/DLEC will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.uswest.com/wholesale/productsServices/irrg/index.html>. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service without authorization from CLEC/DLEC.

9.21.6.3.2 CLEC and DLEC are responsible for their respective end user base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective end users.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by CLEC/DLEC. When trouble tickets are initiated by CLEC/DLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.

9.21.6.3.4 When trouble reported by CLEC/DLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC/DLEC on a case-by-case basis. CLEC/DLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC/DLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate miscellaneous charge to CLEC.

9.21.6.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC/DLEC will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

## **10.2 Local Number Portability**

### **10.2.1 Description**

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper switch destination. The actual routing of the call with either the dialed number, for calls to nonported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

### **10.2.2 Terms and Conditions**

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an end-user customer are available to be ported through LNP. Mass calling events shall be handled in

accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cut overs in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the return of the Qwest Unbundled Loop coincident with the transfer of the customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with loops not associated with Qwest's Unbundled Loop offering, the CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cut overs in order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its loop, and needs to delay or cancel the port and any loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize end user customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent technically feasible, and translations will be changed in each Party's switches so that the

portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. Each Party shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office code (NXX) to the CLEC switch if the code is used solely for one end-user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association ("NENA") recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating end users' telephone number records in the 911/Automatic Location Information ("ALI") database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The customers of each Party may port reserved numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by the customer via the appropriate retail Tariffs until these reservations expire. Qwest will no longer reserve numbers for end user customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the customer's relocation at the time of

the port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on relocation within the same rate center by a ported end user while that end user is served by the new service provider.

### **10.2.3 Service Management System**

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

### **10.2.4 Database and Query Services**

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of the CLEC, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP capable switch in the call path. The Party that owns the originating switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in a NXX being ported via LNP at the request of the CLEC, Qwest may query all calls directed to the NXX, subject to the billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service Qwest provides its own customers and end-users.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

## 10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 3:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

	<u>Number of Lines</u>	<u>Interval</u>
<u>Simple</u> (1FR/1FB)	1-50	4 business days (includes FOC 24 hr interval)
	51 or more lines	Project Basis
<u>Complex</u> (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more lines	Project Basis

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the Repair Center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for

numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed until 11:59 p.m. (local time) of the due date.

10.2.5.4 LNP Managed Cut: A Managed Cut permits CLEC to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts Out of Hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either

cancelled, or supplemented (supp) to change the due date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new due date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Appendix A.

10.2.5.4.6 In the event that the LNP Managed Cut LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the customer, CLEC may request the restoral of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest loop will not be disconnected prior to confirmation that the CLEC loop has been successfully installed.

## **10.2.6 Maintenance and Repair**

10.2.6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest customers to CLEC customers with ported numbers or vice versa.

## **10.2.7 Rate Elements**

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

## **10.2.8 Intentionally Left Blank**

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