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INTRODUCTION

Qwest Corporation ("Qwest") submits this brief to the Arizona Corporation Commission ("Commission") in support of its compliance with the issues addressed in Workshop 3, which addressed three Section 271 checklist items: checklist item 2 (access to unbundled network elements or UNEs), checklist item 5 (access to unbundled local transport) and checklist item 6 (access to unbundled local switching).¹ As demonstrated in Qwest's testimony, this brief and the various phases of Workshop 3, Qwest meets the requirements of these checklist items.

Several parties filed testimony and participated in Workshop 3.² The intervening CLECs raised many issues regarding Qwest's compliance with checklist items 2, 5 and 6. During the workshop, Qwest worked with the CLECs and the Staff to resolve the issues raised by CLECs. Qwest made numerous concessions, and the vast majority of issues were resolved. In many instances, Qwest agreed to modifications that were unnecessary for compliance purposes, but which avoided disputes or promoted the competitive goals of CLECs (e.g. Qwest offers to load vertical switch features that are not loaded on a switch even though the FCC held in the BellSouth Louisiana II Order (¶218) that this is not required).

With regard to the impasse issues, the Commission should keep in mind that the only issue in this docket is whether Qwest is complying with the Act, as it has been interpreted by the FCC to this point. To the extent that an interpretative issue has not yet been resolved by the FCC or this Commission, the FCC has indicated it is not necessary to resolve the issue in a 271 proceeding:

¹ 47 U.S.C. § 271(c)(2)(B)(ii), (v) and (vi).

² The following parties filed comments or testimony in this proceeding regarding Qwest's compliance with checklist items 2, 5 and 6: WorldCom, Inc. ("WCom"); AT&T Communications of the Mountain States, Inc and TCG Phoenix (collectively "AT&T"); Cox Arizona Telcom, L.L.C. ("Cox"); Electric Lightwave, Inc. ("ELI"); Eschelon

Despite the comprehensiveness of our local competition rules, there will inevitably be, in any Section 271 proceeding, new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations to its competitors that our rules have not yet addressed and that do not involve *per se* violations of self-executing requirements of the Act. The Section 271 process simply could not function as Congress intended if we were generally required to resolve all such disputes as a precondition to granting a Section 271 application.³

We observed in the SWBT Texas Order that carriers should expect to be affected by future resolutions of disputed issues, and that such concern is insufficient to warrant denial of a Section 271 application.⁴

In addition, the SGAT is Qwest's standard contract offering. No CLEC is required to adopt it, and this Commission's approval of it will not alter Qwest's duty to negotiate and arbitrate an interconnection agreement with any requesting CLEC.⁵ Accordingly, where disputes center on an issue that is not a requirement of federal or state law, Qwest should be permitted to determine its own standard contract offering. Qwest has attached the most current copy of agreed to SGAT language for Section 9 (for Checklist Items 2, 5, and 6) to this Brief as Exhibit A. Exhibit A incorporates all of the agreed changes to the SGAT made in the Washington (April 24-26) and Oregon (May 7-8) workshops that post-dated the conclusion of this workshop in Arizona. If there is no objection, Qwest proposes to bring forward the agreements made in other jurisdictions since the close of this workshop and those agreements are reflected in Exhibit A.

Despite the parties' ability to reach consensus on most issues, several issues have gone to impasse. The impasse issues are discussed below. As this brief demonstrates, there is no issue that could provide the basis for finding that Qwest does not comply with the requirements of checklist items 2, 5 and 6.

Telecom of Arizona ("Eschelon"); e spire Communications, Inc and its operating subsidiaries in Arizona ("e spire"); Rhythms Links, Inc ("Rhythms"); and Z-Tel Communications, Inc ("Z-Tel").

³ FCC Kansas/Oklahoma Section 271 Order, para. 19.

⁴ FCC Kansas/Oklahoma Section 271 Order, para. 222.

A. CHECKLIST ITEM 2: ACCESS TO UNBUNDLED NETWORK ELEMENTS (UNEs)

The following UNE issues remain in dispute:

Issue CL2-1 – AT&T suggested concern with Qwest’s testing environment for its EDI interface.

During the hearings on April 10-11, 2001, the parties identified five impasse issues regarding IMA-EDI testing.

a) Qwest Will Provide a Stand-Alone Testing Environment by July 31, 2001 (SGAT § 12.2.9.3.2; AZ LOG Issue CL2-1a)

SGAT § 12.2.9.3.2 obligates Qwest to provide a stand-alone environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to CLECs during their development of EDI. The impasse issue with respect to this provision was for Qwest to provide the date by which the stand-alone environment will be available.⁶ Qwest agrees to make it available on or before July 31, 2001.

b) Will Qwest Make the Stand-Alone Test Bed Available Prior to an IMA Versioning Release? (SGAT § 12.2.9.4.2; AZ LOG Issue CL2-1b)

The second impasse issue related to whether Qwest would provide new software releases or upgrades in the stand-alone testing environment prior to implementing changes in the production environment. The parties closed this issue during the proceedings on April 10-11.⁷ Their agreement is reflected in new SGAT §§ 12.2.9.4.1 and 12.2.9.4.2, which appear in Exhibit 4 Qwest 26. This language also appears in the SGAT attached to this brief as Exhibit A.

⁵ 47 U.S.C. § 252(f)(5).

⁶ Tr. Vol. IX, 4/10/01, at 1457, 1461.

⁷ Tr. Vol. IX, 4/10/01, at 1457, 1461; Tr. Vol. X, 4/11/01, at 1678-80.

c) Qwest Will Negotiate With CLECs, on a Case-by-Case Basis, Whether to Provide Comprehensive Production Testing (AZ LOG Issue CL2-1c)

The third impasse issue is whether Qwest would agree, under any circumstances, to negotiate with a CLEC and provide what AT&T refers to as "comprehensive production testing."⁸ This issue arose from a request by AT&T, in Minnesota, that Qwest agree to production scale testing of UNE-P residential service involving 1,000 or more lines.⁹ The issue between Qwest and AT&T has recently been resolved in Minnesota, where Qwest and AT&T have entered into an agreement for UNE-P testing. That agreement demonstrates that Qwest is willing to negotiate with CLECs, on a case-by-case basis, concerning production testing. Qwest believes the only issues left to be addressed by this Commission are subparts d) and e) which relate to AT&T's proposed SGAT language.

Qwest is not opposed to legitimate production testing by CLECs. Section 12.2.9.3 of the SGAT specifically provides for extensive testing during EDI development, including controlled production testing to validate the ability of a CLEC to successfully transmit EDI data.¹⁰ Qwest has consistently provided that form of testing to CLECs prior to their ordering UNE-P or other products and their successful entry into the local market.¹¹ In addition, Qwest agrees to provide CLEC the stand-alone testing environment prior to implementing a new software release or upgrade in the production environment.¹²

⁸ Tr. Vol. IX, 4/10/01, at 1457-58, 1461-63; Tr. Vol. X, 4/11/01, at 1680.

⁹ Tr. Vol. IX, 4/10/01, at 1426-27.

¹⁰ Ex. 4 Qwest 26 and Exhibit A to this brief.

¹¹ Tr. Vol. IX, 4/10/01, at 1436-37, 1454

¹² 4 Qwest 26.

d) AT&T's Proposed SGAT Terms Concerning Comprehensive Production Testing are Needless and Unreasonable and Should Not Be Included in the SGAT(Proposed SGAT § 12.2.9.3.5; AZ LOG Issue CL2-1d)

The fourth IMA-EDI impasse issue is whether Qwest will agree to incorporate AT&T's proposed language regarding "comprehensive production testing" into the SGAT.¹³

Qwest opposes AT&T's proposed SGAT language for three primary reasons. First, as noted above, Qwest has worked diligently with CLECs to provide comprehensive and effective testing procedures to assist them in market entry. This includes Connectivity Testing, Interoperability Testing, and Controlled Production Testing.¹⁴ Many CLECs, including AT&T, have successfully undertaken production readiness testing for a myriad of wholesale product offerings. The scope of the test AT&T seeks is not necessary to achieve its stated objective of evaluating how its systems will work in connection with those of Qwest under real market conditions. That is particularly true for products with a proven track record like UNE-P; Qwest already has well over 14,000 UNE-P lines in service.¹⁵

Second, the comprehensive production test proposed by AT&T is duplicative and needless. The IMA-EDI interface will be thoroughly tested by Hewlett-Packard, the pseudo-CLEC, in OSS testing. Among other things, the pseudo-CLEC will evaluate UNE-P provisioning. That testing will determine whether there are any problems on the Qwest side of the interface.¹⁶ Qwest will fix any significant problems identified in the testing process.¹⁷ The language proposed by AT&T will result in testing of Qwest's ability to provision UNEs, not how

¹³ Ex. 4 AT&T 7, § 12.2.9.3.5.

¹⁴ Tr. Vol. IX, 4/10/01, at 1419-20, 1436-37.

¹⁵ Tr. Vol. IX, 4/10/01, at 1454.

¹⁶ Tr. Vol. IX, 4/10/01, at 1433, 1436.

¹⁷ Tr. Vol. IX, 4/10/01, at 1447.

Qwest's systems work with CLEC's systems. Thus, the language proposed by AT&T would result in a duplication of the ROC OSS test.

Third, AT&T's purported interest in production volume testing of residential UNE-P is not supported by their actions. The fact that AT&T has chosen not to order UNE-P confirms that it has no real plans to use UNE-P to enter the local market.

As discussed above, Qwest is willing to negotiate an appropriate production test procedure, but only when: (1) a CLEC has legitimate business plans to enter the local market; and (2) the CLEC demonstrates that those plans require a level of testing beyond controlled production testing. If a CLEC and Qwest agree that full scale testing is desirable, the terms of the testing would best be negotiated on a case-by-case basis to address the unique issues at stake, as in the case of AT&T. Qwest will not agree to include specific contract language for comprehensive production testing in the SGAT.¹⁸ It would be patently unreasonable to require Qwest, upon a mere request from any CLEC, regardless of the circumstances, to embark on months of needless production testing. Therefore, it is inappropriate to include AT&T's "comprehensive production testing" language in the SGAT.

e) Qwest Opposes Some of AT&T's Other Proposed Revisions to the SGAT (SGAT §§ 12.2.9.3.1 to 12.2.9.3.4; AZ LOG Issue CL2-1e)

The final EDI testing impasse issue concerns other revisions proposed by AT&T to SGAT §§ 12.2.9.3.1 through 12.2.9.3.4.¹⁹ Throughout those sections, AT&T has proposed adding references to "CORBA and other application-to-application interfaces" as an alternative to an EDI interface. *See* Exhibit 4 AT&T 7. The specific reference to CORBA, a non-standard offering, is needless, and Qwest is reluctant to make commitments concerning other unidentified

¹⁸ Tr. Vol. IX, 4/10/01, at 1449-52.

¹⁹ Tr. Vol. X, 4/11/01, at 1682.

interfaces. Qwest will agree to the stand-alone paragraph AT&T proposes to add to § 12.2.9.3.1, which merely confirms that if Qwest made a new connectivity option available and a CLEC elected to use it, connectivity testing would be required.²⁰

AT&T proposes to add to §§ 12.2.9.3.2 and 12.2.9.3.3 a statement that stand-alone testing and interoperability testing, "[w]hile separate from the production environment, . . . will be designed such that the results of testing . . . will be identical to the results produced in the production environment." *See* Exhibit 4 AT&T 7. Qwest objects to that addition for three reasons. First, the SGAT already provides for production testing in § 12.2.9.3.4. Second, the statement that testing is separate from the production environment is needless; that point is obvious. Third, the suggestion that testing and production results must be "identical" sets up a standard that is at best vague and at worst impossible to meet.²¹

For practical reasons, Qwest opposes AT&T's proposal to add to § 12.2.9.3.2 a statement that all "pre-order queries" in the stand-alone test environment will be subjected to the same edits as production orders. *See* Exhibit 4 AT&T 7. The stand-alone test environment will employ fictional customer data. CLECs using that environment will not have access to real customer data in Qwest's Legacy systems. Consequently, pre-order queries cannot be subjected to the same edits as production orders.²²

Finally, the proposed language in §§ 12.2.9.3.2 and 12.2.9.3.3 concerning "a new Qwest release," as well as the proposed language in § 12.2.9.3.4 concerning "when Qwest migrates its

²⁰ Tr. Vol. X, 4/11/01, at 1712-14.

²¹ Tr. Vol. X, 4/11/01, at 1715-17.

²² Tr. Vol. X, 4/11/01, at 1718-19.

OSS interfaces," are unnecessary. *See* Ex. 4 AT&T 7. The subpoints under § 12.2.9.4 already account for new software releases and upgrades.²³ *See* Ex. 4 Qwest 26.

In summary, Qwest requests that AT&T's proposed SGAT language be rejected on the grounds stated above.

Issue CL2-10 – Should Qwest be required to supply, free of charge, regeneration for UNEs to CLECs point of access?

In this issue, AT&T is simply trying to avoid paying for the costs it causes Qwest to incur. AT&T's position is that Qwest should be required to supply regeneration free of charge. AT&T's position assumes that the cost of regeneration is built into the cost of Unbundled Dedicated Interoffice Transport ("UDIT"). However, AT&T's position in this docket is contrary to its advocacy in past cost dockets. Costs can be recovered in one of two ways, both of which are acceptable to Qwest. The cost of regeneration can be averaged across UDITs, or the cost of regeneration can be applied in a situation-specific fashion. When Qwest (U S WEST) first developed its Expanded Interconnection Channel Terminations (EICT) functionality to provide a CLEC access to a UNE in its collocation space, it included the "jumper" functionality and regeneration as required. During arbitration proceedings, Qwest was required to remove the charges for regeneration, and to charge regeneration only when required and as requested by the CLEC. By taking the contrary position now, AT&T is attempting to force Qwest into a position where it is not able to recover its costs.

AT&T claims that because Qwest has control over where a CLEC is collocated, Qwest should pay for regeneration if it is required. AT&T's premise is neither factually nor legally correct. Factually, the selection of collocation space is not without practical limits, especially in those wire centers with high demand for collocation and limited additional space options. Qwest

²³

Tr. Vol. X, 4/11/01, at 1720.

further notes that it has a duty under the SGAT to provide the most efficient means of interconnection possible.²⁴ This will ensure, to the maximum extent possible, that CLEC equipment is placed in such a manner as to avoid the need for signal regeneration. Where regeneration is unavoidable, CLECs should incur the cost of this service as part of the cost of accessing UNEs.

AT&T's position is based on an imaginary situation where Qwest supposedly elects to locate CLEC equipment in a more distant space that requires regeneration, despite readily available closer options. There is nothing in the record to support this hypothetical situation, and as a practical matter it simply is not the case.

AT&T is not limiting its claims to this hypothetical situation. As Qwest now understands AT&T's position, AT&T believes it should not be required to pay for regeneration under any circumstance.

Legally, there can be no doubt that CLECs' objection with regard to compensating Qwest for its costs of collocation is baseless. The Eighth Circuit specifically found that, "[u]nder the Act, an incumbent LEC will recoup the costs involved in providing interconnection and unbundled access from the competing carriers making these requests."²⁵ Neither the law nor the constitution requires Qwest to provide services to CLECs at no cost. Plainly stated, Qwest is entitled to recover its costs associated with providing access to UNEs.

Issue CL2-13 and UNEC-8 – Is Qwest obligated to construct UNEs for CLECs other than certain types of unbundled loops and line ports?

During the workshop, Qwest presented SGAT language setting forth its obligations to build UNEs:

²⁴ SGAT Section 8.2.1.23 provides that: "Qwest shall design and engineer the most efficient route and cable racking for the connection"

Section 9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an end user customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic local exchange service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local exchange service. CLEC will be responsible for any construction charges for which an end user customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.2 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due date will not be changed.

This language meets, and actually exceeds, Qwest's legal obligations. The FCC has made clear that Qwest does not have an obligation to build a network for CLECs:

In the *Local Competition First Report and Order*, the Commission **limited an incumbent LEC's transport unbundling obligation to existing facilities**, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities the incumbent LEC has not deployed for its own use.²⁶

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120 F.3d at 810

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UNE Remand Order, at para. 324 (emphasis added).

The Telecommunications Act created UNEs for the purpose of giving CLECs access to the incumbent LEC's existing network. The Act was not designed to force ILECs to build networks for CLECs. The Eighth Circuit, in *Iowa Utilities Bd. v. FCC*, held that CLECs are entitled to unbundled access to only Qwest's *existing* network:

We also agree with petitioners that subsection 251(c)(3) implicitly **requires access to only an incumbent LEC's existing network**, -- not to a yet unbuilt superior one.²⁷

It is clear that the Act requires "access to *only* an incumbent LEC's *existing* network."

Therefore, the obligation to provide access to UNEs in 251(c)(3) of the Act does not require Qwest to build or construct facilities for CLECs.

There is no issue of bottleneck facilities when facilities do not exist. In its SGAT, Qwest has agreed to build loops and switch ports when necessary to meet its POLR and ETC obligations.²⁸ Qwest also agrees in the SGAT to perform incremental facility work which includes the following: conditioning, placing a drop, adding a network interface device, adding a card to existing equipment at the central office or remote locations, adding central office tie pairs, and adding field cross jumpers.²⁹ Furthermore, CLEC's still have options if Qwest is not required to build. CLEC can submit a request to build under Section 9.19, CLEC can self-provision, and CLEC can obtain the facility from a third party. The line must be drawn somewhere, and Qwest has made a good-faith, reasonable effort to clarify when it will construct UNEs.

To the extent that AT&T claims that Qwest must build for UNEs if it builds for retail, its reasoning fails. Qwest is not obligated to do everything for CLECs as it does for retail. For

²⁷ 120 F.3d at 812 (emphasis added).

²⁸ SGAT 9.1.2.1.

example, Qwest is not obligated to provide unbundled packet switching in all circumstances it provides to retail. The bottom line is that there is no statute, rule or case that imposes upon Qwest the obligation to construct all UNEs.

A sub-issue of the obligation to build issue is whether Qwest is required to add or upgrade electronics for the purpose of providing dedicated transport. For UDIT, if electronics are currently available, Qwest includes the existing electronics as part of the overall facility request. For EUDIT at the Qwest wire center, Qwest includes the existing electronics as part of the overall facility request if the electronics are currently available. Additionally, in a recent change in position for EUDIT at the CLEC wire center, Qwest now includes the existing electronics as part of the overall facility request if the electronics are currently available. Qwest does not agree to add electronics or upgrade electronics for UDIT or EUDIT. This position is consistent with the FCC's unwillingness to impose on ILECs an obligation to construct new facilities for the provision of unbundled transport.³⁰ As stated above, Qwest agrees in SGAT Section 9.1.2.3 to perform incremental facility work and identifies what falls under the heading of incremental facility work.³¹ However, adding electronics at a CLEC's request does not constitute incremental facility work.³²

²⁹ SGAT 9.1.2.3.

³⁰ See, e.g., *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, First Report and Order in CC Docket No. 96-98, FCC 96-325, 11 FCC Rcd 15499 at ¶ 451 (rel. Aug. 8, 1996) ("*First Report and Order*") ("**[W]e expressly limit the provision of unbundled interoffice facilities to existing incumbent LEC facilities.**").

³¹ SGAT Section 9.1.2.3 expressly clarifies that incremental facility work does not include the upgrade of electronics.

³² *Id.*

1. The FCC Does Not Require the Installation of Electronics in CLEC Wire Centers

The FCC has not instituted a requirement that ILECs add or upgrade electronics for dedicated transport facilities. In fact, the FCC has indicated the opposite: “[W]e do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.”³³ The addition of electronics to existing, unlit fiber constitutes the provision of new transport facilities, so Qwest is under no obligation to do so.

The FCC has, of course, imposed on ILECs an obligation to unbundle dark fiber.³⁴ But neither the UNE Remand Order nor any subsequent FCC decision states that the ILEC must also provide the electronics at the CLEC end of the fiber or add or upgrade electronics.³⁵ Such a requirement would be contrary to the FCC’s explicit refusal to impose an obligation to build in the transport context.

2. The Addition or Upgrade of Electronics Constitutes the Construction of New Facilities

In keeping with the FCC’s requirements for unbundled network element access, Qwest has agreed in its SGAT that it will perform incremental facility work as needed to provide

³³ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696 at ¶ 324 (rel. Nov. 5, 1999) (“UNE Remand Order”).

³⁴ *Id.* at ¶ 325-26.

³⁵ *Cf. Id.* at n.292 (“The [carrier] leasing the fiber is expected to put its own electronics and signals on the fiber.”) (quoting definition of dark fiber in Newton’s *Telecom Dictionary*, 14th ed.). The FCC has mentioned the provision of electronics in the transport context. *See UNE Remand Order* at ¶ 323; *Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, FCC 00-297, 15 FCC Rcd 17806 at ¶ 120 (rel. Aug. 10, 2000). However, the FCC has never stated or required that an ILEC must provide electronics at a CLEC wire center.

UNEs.³⁶ However, CLECs are claiming that Qwest does not go far enough and should agree to add or upgrade electronics in order to augment capacity. But adding and upgrading electronics cannot be categorized as incremental facility work: the cost and logistics of electronics installation set it apart from incremental facility work.

The addition of "electronics" can mean anything from a multiplexing unit to a digital cross connect device. In the case of placing an FLM-150 multiplexer, the actual material and placing costs are \$36,880 per node. This assumes that all supporting framework and power are in place in the central office; otherwise the cost could be even higher. The recent installation of a Titan 550 digital cross connect at Qwest's Columbine central office cost \$1,237,053. In installations such as this, floor space must be acquired, infrastructure evaluated, and power needs assessed. The process can take four to five months to complete.

CLECs are also asking that we "upgrade" existing electronics to add capacity to the network. Again, the implication is that an upgrade in electronics is a simple and inexpensive method of adding capacity, when in fact an upgrade of interoffice transport facilities can be an expensive operation. For example, if an existing OC-12 is at exhaust, upgrading to an OC-48 would indeed add capacity, but at a cost of \$98,806 per node, with a node needed at each end. In many instances, an upgrade in equipment may mean network downtime, and additional costs may be incurred by the migration of circuits from one unit to another. Therefore, the addition or upgrade of electronics at the CLEC's wire center is distinguished from incremental facility work (e.g. adding a card, placing a drop etc.) due to the significant cost and logistics issues involved. It is not part of providing Qwest's *existing* network to CLECs.

³⁶

See SGAT § 9.1.2.3.

In the provision of interoffice transport, Qwest makes every effort to respond to CLECs' wishes and to comply with the FCC's requirements. But installing or upgrading electronics within a CLEC's wire center clearly constitutes the construction of new transport facilities and is therefore not required by the FCC. Qwest should not be expected to bear the significant expense of adding or upgrading electronics on a CLEC's premises when it is not legally obligated to do so.

In summary, there is no statute, rule or case that imposes upon Qwest the obligation to construct all UNEs. As stated above, the Act requires "access to *only* an incumbent LEC's *existing* network." Therefore, the obligation to provide access to UNEs in 251(c)(3) of the Act does not require Qwest to build or construct facilities for CLECs.

Issue UNEC-2(A)³⁷ – Is prohibition on Qwest connecting UNEs with Finished Services for a CLEC appropriate?

This issue is often referred to as "commingling." The FCC has specifically ruled that ILECs can prohibit commingling:

We further reject the suggestion that we eliminate the prohibition on "co-mingling" (i.e. combining loops or loop-transport combinations with tariffed special access services) in the local usage options discussed above. We are not persuaded on this record that removing this prohibition would not lead to the use of unbundled network elements by IXCs solely or primarily to bypass special access services. We emphasize that the co-mingling determinations we make in this order do not prejudge any final resolution on whether unbundled network elements may be combined with tariffed services. We will seek further information on this issue in the Public Notice that we will issue in early 2001.³⁸

³⁷

During the workshop, CL2-12 was closed and the parties agreed to address the commingling issue in UNEC-2.

³⁸

In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order Clarification, FCC-00-183 (June 2, 2000) (Supplemental Order Clarification), para. 28 (emphasis added).

In addition, each of the three local use categories contains the language: “This option does not allow loop-transport combinations to be connected to the incumbent LEC’s tariffed services.”³⁹

The SGAT captures this identical language in Sections 9.23.3.7.2.1, 9.23.3.7.2.2, and 9.23.3.7.2.3.

The issue of commingling, and specifically whether UNEs can be connected to access service circuits, is being considered by the FCC:

[I]f a requesting carrier converts special access circuits to combinations of unbundled network elements, we ask parties to comment on whether such circuits may remain connected to any existing access service circuits without regard to the nature of the traffic carried over the access circuits.⁴⁰

Reply briefs were filed in the FCC proceeding the week of April 16, 2001, and the FCC will probably rule on this issue without further briefing.

The purpose of UNEs is to provide CLECs access to network elements, not to provide CLECs the ability to designate sections of a circuit as UNEs and other sections of the same circuit as services. The issue pending before the FCC is the general issue of “whether unbundled network elements may be combined with tariffed services.”⁴¹ At this time, the FCC has upheld the prohibition on “commingling” pending the resolution of the issue in the further notice of proposed rulemaking. This Commission should allow the FCC to rule on this pending issue. To the extent that this interpretative issue has not yet been resolved, the FCC has indicated that it will not deny a 271 application based upon such a dispute:

³⁹ Supplemental Order Clarification, para. 22.

⁴⁰ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Public Notice, FCC-96-98 (January 24, 2001).

⁴¹ Supplemental Order Clarification, ¶28.

Despite the comprehensiveness of our local competition rules, there will inevitably be, in any Section 271 proceeding, new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations to its competitors that our rules have not yet addressed and that do not involve *per se* violations of self-executing requirements of the act. The Section 271 process simply could not function as Congress intended if we were generally required to resolve all such disputes as a precondition to granting a Section 271 application.⁴²

In its *Second BellSouth Louisiana Order*, the FCC held that commingled traffic is not a 271 requirement:

*BellSouth also states that it offers, as a standard arrangement, local tandem interconnection for carrying traffic destined for BellSouth end offices that subtend a local tandem. BellSouth offers routing of local and intraLATA traffic over a single trunk group. Access traffic, as well as other traffic utilizing BellSouth's intermediary tandem switching function, is routed via a separate trunk group. BellSouth states that competitive LECs may order two-way trunks for the exchange of combined local and intraLATA toll traffic at BellSouth end offices or access tandems. BellSouth, therefore, establishes that it has a legal obligation to provide interconnection consistent with our rules.*⁴³

It is also important to note that while the Act requires some obligation to build for interconnection, this obligation does not extend to UNEs. Allowing interconnection and UNEs on a combined facility would effectively require the ILEC to build for the delivery of UNEs, in contravention of what the Act intended.

Also, the costs of interconnection facilities are recovered, to some extent, through reciprocal compensation, while the costs of UNEs are recovered through recurring and nonrecurring rates. Reciprocal compensation for entrance facilities is based on 'relative use' of the mutual exchange of local traffic, while UNEs are flat-rated facilities. The commingling of interconnection and UNE traffic on the same facility requires a billing process and system support that does not exist in the industry today.

⁴²

FCC Kansas/Oklahoma Section 271 Order, para. 19.

Therefore, based on legal and practical grounds, the Commission should rule that the prohibition on “commingling” is acceptable pending the resolution of the issue by the FCC.

Issue UNEC-2(B) – Whether LIS is appropriate to include in the definition of Finished Services?

With regard to LIS trunks, Qwest has conceded this issue and allows Local Interconnection Service (LIS) trunks to be connected with UNEs. Qwest has indicated these changes in the SGAT by deleting LIS from the definition of Finished Services in 4.23(a).⁴⁴ Qwest has agreed to adopt the resolution achieved by the Washington Commission, such that access to UNEs will be allowed, but commingling and ratcheting of rates will not.

Issue UNEP-9 – Contacts with CLEC end user customers by Qwest, and Vice Versa (i.e. What may parties say to misdirected calls to the business office?)

The Act was intended to promote competition across all segments of the telecommunications industry – local and long distance alike. Despite this universal recognition, AT&T asserts that Qwest should not be permitted to market its products and services to all customers; specifically, CLEC customers who mistakenly contact Qwest’s business or repair office. By definition, denying Qwest the ability to market to a subset of consumers constitutes a limitation on competition and AT&T’s position imposes an inappropriate restriction on commercial free speech.

AT&T demands that carriers discuss their products and services only with customers who call them specifically “seeking such information.” AT&T’s restrictions would prohibit carriers from marketing services and products unless the caller specifically asks for such information. In response to CLEC concerns, Qwest made several SGAT revisions to address marketing issues. For example, Qwest has proposed that both carriers must refer such callers to their current local

⁴³ *Second BellSouth Louisiana Order* ¶ 75 (emphasis added; footnote omitted).

service provider, and that both carriers must refrain from making disparaging comments about that end-user customer's current provider. The proposed modification appropriately makes the requirements in this section reciprocal; that is, they apply to CLECs and Qwest when either party receives misdirected calls from the other's end-users.

Commercial speech is "expression related solely to the economic interests of the speaker and its audience."⁴⁵ If commercial speech is accurate, nonmisleading, and about a lawful activity, then the First Amendment protects its dissemination.⁴⁶

Protection of commercial speech is vital not only to Qwest and CLECs as speakers, but also to consumers as the recipients of information. Freedom of commercial speech allows the decision-makers (in this case, end-user customers) to be "intelligent" and "well-informed."⁴⁷ Even a regulated public utility enjoys full protection of its commercial speech, and any regulation promulgated by a public service commission must be invalidated if it violates that protection.⁴⁸ As the United States Supreme Court in *Central Hudson* stated, "[w]e have recognized that the speech of heavily regulated businesses may enjoy constitutional protection . . . Consolidated Edison's position as a regulated monopoly does not decrease the informative value of its opinions on critical public matters."⁴⁹

The marketing of Qwest's products and services is commercial speech, as the ability to freely express Qwest's offerings is to the economic benefit of both Qwest and its potential

⁴⁴ See SGAT Exhibit A.

⁴⁵ *Central Hudson Gas & Electric Corp. v. Public Service Comm'n of New York*, 447 U.S. 557, 561, 100 S. Ct. 2343, 2349 (1980).

⁴⁶ 447 U.S. at 561-64, 100 S. Ct. at 2349-50.

⁴⁷ *Virginia Pharmacy*, 425 U.S. at 765, 96 S. Ct. at 1827.

⁴⁸ *Central Hudson*, 447 U.S. at 534 n.1, 100 S. Ct. at 2331 n.1.

⁴⁹ *Id.*

customer. Qwest proposes to communicate only accurate, nonmisleading information, to which consumers need access to make informed decisions regarding who they will choose as their service provider.

Qwest's right to speak involves much more than the right to respond to questions by customers; it also involves the right to affirmatively promote its products and services whether or not customers have sought out Qwest to request such information. In *Edenfield v. Fane*,⁵⁰ the United States Supreme Court stated:

In the commercial speech context, solicitation may have considerable value. Unlike many other forms of commercial expression, solicitation allows direct and spontaneous communication between buyer and seller. A seller has a strong financial incentive to educate the market and stimulate demand for his product or service, so solicitation produces more personal interchange between buyer and seller than would occur if only buyers were permitted to initiate contact. *Personal interchange enables a potential buyer to meet and evaluate the person offering the product or service* and allows both parties to discuss and negotiate the desired form for the transaction or professional relation.⁵¹

AT&T did not even attempt to put anything into the record (beyond speculation) about the harms that could flow from Qwest marketing to CLEC customers. As the United States Supreme Court has instructed, "a governmental body seeking to sustain a restriction on commercial speech must demonstrate that the harms it recites are real and that its restriction will in fact alleviate them to a material degree."⁵² That burden "is not satisfied by mere speculation and conjecture,"⁵³ or by "anecdotal evidence and educated guesses."⁵⁴ Qwest's supposed

⁵⁰ 507 U.S. 761, 766, 113 S. Ct. 1792, 1797-98 (1993); *see also*, *Virginia Pharmacy*, 425 U.S. at 757 n.15, 96 S. Ct. at 1823 n.15. (There is "no general principle that freedom of speech may be abridged when a speaker's listeners could come by his message by some other means, such as seeking him out and asking what it is."); *Martin v. City of Struthers*, 319 U.S. 141, 63 S. Ct. 862 (1943) (The first amendment protects right of solicitor to knock on door to summon inhabitants, rather than simply soliciting those who affirmatively invite speaker inside the house.).

⁵¹ *Id.* (emphasis added).

⁵² *Edenfield*, 507 U.S. at 770-71, 113 S. Ct. at 1800 (1993).

⁵³ *Id.*, 507 U.S. at 770, 113 S. Ct. at 1800.

advantage and so-called “captive audiences” are irrelevant under the First Amendment. Indeed, the classic case of a “captive audience” are customers of electric utilities, yet the Supreme Court has made clear that electric utilities have full First Amendment rights in communicating with their customers.⁵⁵

In sum, the Commission should reject AT&T’s proposed language that would limit Qwest’s ability to market its products and services to end-users who call Qwest inadvertently. Regardless of the caller’s intent, Qwest’s ability to communicate truthful and nonmisleading information to him or her is protected by the First Amendment right to free commercial speech.⁵⁶

Issue UNE-P-10 – After CLEC adds a fourth line in Zone 1 of one of the top 50 MSAs, are lines 1 to 3 priced at TELRIC or a market-based rate?

The FCC’s UNE Remand Order is clear on this point. Unbundled switching is available at UNE rates for CLEC end user customers “with three lines or less.”⁵⁷ For customers with four or more lines in density zone 1, local switching is not required to be unbundled and is not a UNE.⁵⁸ The FCC has made a distinction that end users with three lines or less “reasonably

⁵⁴ *Rubin*, 514 U.S. at 490, 119 S. Ct. at 1593.

⁵⁵ See *Central Hudson*, 447 U.S. at 567-68, 100 S. Ct. at 2352 (1980) (“Even in monopoly markets, the suppression of advertising reduces the information available for consumer decisions and thereby defeats the purpose of the First Amendment . . . [A]ppellant’s monopoly position does not alter the First Amendment’s protection for its commercial speech.”). See also *Pacific Gas*, 475 U.S. at 17 n.14, 106 S. Ct. at 912 n.14 (1986) (plurality opinion) (expressly rejecting the argument that “appellant’s status as a regulated utility company lessens its right to be free from state regulation that burdens its speech”); *Consolidated Edison*, 447 U.S. at 534 n.1, 100 S. Ct. at 2331 n.1 (1980) (“We have recognized that the speech of heavily regulated business may enjoy constitutional protection . . . Consolidated Edison’s position as regulated monopoly does not decrease the informative value of its opinions on critical public matters.”).

⁵⁶ Qwest recognizes that the *Draft Order* in Washington addresses this issue by noting that under the “pick and choose” approach, CLECs can opt into another CLEC’s agreement that might contain prohibitions similar to those sought here by AT&T. Qwest respectfully submits that this approach simply begs a very important constitutional question – which may arise again at the expiration of the agreement from which a CLEC seeks to choose similar provisions – and respectfully requests that this issue be decided by the Arizona Commission on the merits.

⁵⁷ UNE Remand Order, ¶293.

⁵⁸ UNE Remand Order, ¶299.

captures the division between the mass market . . . and the medium and large business market.”⁵⁹

It was not the FCC’s intention to allow large businesses to order three lines at TELRIC which applies to UNEs and their fourth lines and above at market-based rates.

Issue EEL-5 -- Should termination liability assessment (TLAs) apply to conversion of tariffed services to UNEs?

CLECs assert that, until recently, EELs were not available, and therefore, CLECs had to order the EEL equivalents as special access circuits or private lines. CLECs further argue that because the circuits were not available as UNEs when they were purchased, any termination liability assessment (TLA) that would apply to early termination of the special access circuit should be waived when the circuit is converted to EELs.

Qwest disagrees. Nevertheless, in the spirit of compromise, Qwest is willing to go beyond its legal obligations and not apply certain TLAs. Qwest’s proposal is more fully set forth at the end of this section. Until recently, Qwest was not obligated to provide EELs as UNEs. During the time that Qwest (then U S WEST) was not obligated to provide EELs, CLECs may have chosen to purchase them under special pricing plans as special access circuits or private lines. In such instances, CLECs have had the benefit of the lower prices, and should not be allowed to avoid their contractual obligations that have resulted. Typically, when a termination liability exists it is due to a term and/or volume discount having been applied to the full rate for the service. Qwest applies the discount to the full rate for the service in return for a period of time commitment from the CLEC. To the extent a CLEC is now attempting to “disconnect” this rate, having had benefit of the discounted rate for some period of time that is less than agreed upon with Qwest, then clearly termination liability should and does apply so that Qwest receives the benefit of its bargain with the CLEC.

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UNE Remand Order, ¶294.

The FCC has flatly stated that TLAs are not an appropriate issue for 271 cases. In the Texas case, the FCC stated: "We disagree, as stated above, with commenters that believe that a Section 271 application is an appropriate forum to consider instituting a "fresh look" policy (to provide an opportunity for retail and wholesale customers to exit without penalty long term contracts that the carriers have voluntarily entered into with SWBT)."⁶⁰

Qwest did agree to the following modification to 9.23.3.12:

If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

The intent of this section is to confirm that Qwest will process conversions of retail/wholesale services to UNE combinations upon receipt of a valid service order, regardless of whether or not resulting TLA applies to the service disconnected. Qwest strongly believes that the payment of TLAs is a subject best addressed in the context of the service disconnected (where the obligation originated from) and not in the SGAT docket which is reviewing the terms and conditions of the service being ordered.

Moreover, the issue of TLAs on special access conversions to EELs is currently before the FCC.⁶¹ Parties to that proceeding are filing reply comments this week. Because Qwest is

⁶⁰ *In the Matter of the Application of SBC Communications, Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, Memorandum Opinion and Order, June 30, 2000, FCC 00-238, para. 433.

⁶¹ *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Public Notice, FCC-96-98 (January 24, 2001).

not in violation of any current FCC ruling, this interpretive issue should not impact the Commission's review of whether Qwest is in compliance with Section 271.⁶²

In the spirit of cooperation and compromise, Qwest makes the following proposal in an effort to resolve the TLA issue:

Qwest will not apply TLA if all of the following conditions are met:

1. CLEC's private line circuit(s) was ordered or augmented between October 9, 1999 (the effective date of the 9th Circuit decision)⁶³ and May 16, 2001 (the date this proposal was made);
2. Qwest did not have to build facilities to install the private line circuits at issue to meet CLEC's request;⁶⁴
3. CLEC identifies and communicates in writing to Qwest on or before August 1, 2001, each circuit it believes qualifies under this proposal; and
4. Each private line circuit so identified qualifies under one of the three local use options contained in Section 9.23.3.7.2 of the SGAT and CLEC identifies which option each circuit qualifies under.⁶⁵

If all of the conditions listed above are met, Qwest will implement this proposal on an individual case basis with each CLEC.

Qwest believes that TLAs should apply under the terms of the contract or tariff provision that creates the TLA obligation. However, Qwest offers the proposal above in an effort to resolve this issue by agreeing to do more than is required, as Qwest has done on many issues in the 271 process.

⁶² FCC Kansas/Oklahoma Section 271 Order, ¶¶ 19 and 222.

⁶³ This date will be February 17, 2000 (the effective date of the UNE Remand Order) in non-9th Circuit states.

⁶⁴ Qwest considers the following to be incremental facility work that would not be considered a "build" situation: conditioning, placing a drop, adding a network interface device, adding a card to existing equipment at the central office or remote locations, adding central office tie pairs, and adding field cross jumpers. SGAT 9.1.2.3. All other work, including, but not limited to installing fiber, conduit, or adding or upgrading electronics, is considered a "build" situation. *See also* Issue CL2-13 and UNEC-8 which address the obligation to build issue.

⁶⁵ For clarification, Internet traffic/ISP traffic cannot be counted as local traffic for purposes of meeting the local use restriction. *See* Issue EEL-16 for the discussion and authorities stating that Internet traffic is interstate, not local, traffic.

Issue EEL-10 -- Can CLECs commingle UNEs and special access or private line circuits?

This issue is the commingling issue and is the same as UNEC-2(A) previously briefed.

The same commingling arguments and authorities presented in the brief on UNEC-2(A) apply to EEL-10 as well.

Issue EEL-11 -- E.spire objects to Qwest's "grooming charge" to eliminate commingling to allow for conversion to EEL.

This is an e.spire issue. The term "grooming charge" in this context simply refers to tariffed charges to make changes to a special access circuit or a private line.⁶⁶ E.spire apparently does not want to pay the tariffed rate for the "grooming charge" when making changes to special access and private line circuits. E.spire wants Qwest to groom its federally tariffed special access circuits for free. This is not acceptable or consistent with FCC orders. If a CLEC makes changes to a circuit purchased from a tariff, the CLEC must pay the tariffed rates for that change.

It should not be surprising that carriers such as e.spire might need to reconfigure their legacy networks in order to take advantage of the rate reductions available under the FCC's *Supplemental Order Clarification*. However, the fact that a CLEC has chosen to provide local exchange service using Qwest's federally tariffed special access services does not mean it is entitled to have Qwest groom these circuits for free. If anything, this shows that carriers can provide competitive local service without receiving access to EELs at UNE rates. In any event, Qwest's federally tariffed grooming charge is \$122.50 per circuit⁶⁷ which provides a cost-efficient means for e.spire to reconfigure its network consistent with the *Supplemental Order Clarification*. For example, in one central office e.spire could groom 67 SD1 circuits at a cost of

⁶⁶ Ex. 4 Qwest 6; Supplemental Rebuttal Affidavit of Karen Stewart (October 31, 2000), p.29.

⁶⁷ Exhibit KAS-3b to Rebuttal Affidavit of Karen Stewart (September 29, 2000), *Ex Parte* Statement of Qwest written by Melissa E. Newman ("*Ex Parte*"), p. 3.

\$8,207.50 and receive the benefit of \$10,176 in savings off the monthly tariffed rate for these circuits.⁶⁸ That means that e.spire would recover the cost of grooming the 67 circuits in just 25 days, and the savings would continue as long as the circuits were in service. Once this one-time grooming is performed, e.spire would be in a good position to add new local service customers using UNE loop-transport combinations.

In summary, there is no supportable basis for the demand that Qwest reconfigure its existing network at no charge to facilitate the conversion to UNE rates. If a CLEC makes changes to a circuit purchased from a tariff, the CLEC must pay the tariffed rates for that change.

Issue EEL-12 – Can internet (ISP) traffic be considered local traffic for purposes of the local use restriction?

Qwest provides to CLECs the combination of unbundled loop and transport network elements known as Enhanced Extended Link (“EEL”) pursuant to rules established by the FCC. Concerned that CLECs and interexchange carriers would use EELs to solely or primarily bypass special access services, however, the FCC required that requesting carriers provide a “significant amount of local exchange service” in order to obtain EELs from incumbent LECs.⁶⁹

CLECs want ISP traffic bound for the Internet to count toward the requirement of a “significant amount of local exchange service.” It is important to note that no intervenor raised this issue in testimony. It was raised by AT&T for the first time at the conclusion of the EELs section during the April follow-up workshop. The Commission should reject the CLECs’

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Id.

⁶⁹ Supplemental Order, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-370, 15 FCC Rcd 1760 at ¶¶ 4-5 (rel. Nov. 24, 1999) (“UNE Remand Supplemental Order”).

position. First, and fundamentally, ISP-bound⁷⁰ traffic, including Internet access traffic, jurisdictionally is not local traffic. The FCC recently reiterated its earlier finding that Internet-bound traffic is interstate in nature. The FCC's ruling preempts any state action to the contrary. Second, even if Internet-bound traffic were local in nature, the FCC's rules require that the local traffic must be local voice traffic. Internet-bound traffic is data traffic, not voice traffic. Internet-bound traffic cannot be counted by CLECs as local exchange traffic contemplated by the local use restrictions.

1. Internet-Bound Traffic Is Not Local Traffic

A dispositive decision was handed down by the FCC on the jurisdictional nature of Internet-bound traffic after the conclusion of the Arizona follow-up workshop in April. Two weeks ago, the FCC held that traffic delivered to an ISP, including Internet access traffic, is “**indisputably interstate** in nature when viewed on an end-to-end basis.”⁷¹ For jurisdictional purposes, the FCC has long conducted an “end-to-end analysis”, *i.e.*, an analysis of the end points of the communication to determine jurisdiction of a specific communication.⁷² The FCC

⁷⁰ This traffic is commonly referred to as “ISP-bound” traffic. However, Qwest will use the term “Internet-bound” traffic in the remainder of this section which is more descriptive of the appropriate end-to-end analysis of the FCC.

⁷¹ Order on Remand and Report and Order, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 and Inter-Carrier Compensation for Internet-Bound Traffic*, CC Docket Nos. 96-98 and 99-68, FCC 01-131 at ¶ 58 (rel. Apr. 27, 2001) (the “ISP Remand Order”)(emphasis added). In an order issued more than two years ago, the FCC first ruled that traffic delivered to an ISP is interstate, and not local, in nature. *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 and Inter-Carrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98 and 99-68, Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68, 14 FCC Rcd 3689 (rel. February 26, 1999) (the “FCC ISP Order”). The United States Court of Appeals for the District of Columbia Circuit vacated the FCC ISP Order. *Bell Atlantic Tel. Cos. v. FCC*, No. 99-1094, 2000 WL 273383 (D.C. Cir. March 24, 2000). However, in vacating the FCC ISP Order, the court did not hold that the FCC's conclusion that ISP traffic is interstate in nature is incorrect. To the contrary, the court ruled that the FCC had not yet provided an adequate explanation of why such traffic is exchange access rather than telephone exchange service. The FCC's most recent decision, the ISP Remand Order, was on remand from the D.C. Circuit.

⁷² ISP Remand Order at ¶ 53.

found that Internet-bound traffic involves communications or transmissions between points in different states on an end-to-end basis.⁷³ The FCC determined that Internet-bound traffic must be properly classified as interstate, and therefore falls under the FCC's Section 201 jurisdiction.⁷⁴

In reaching these conclusions, the FCC found that most Internet-bound traffic traveling between a LEC's subscriber and an ISP is interstate in nature.⁷⁵ According to the FCC, the communication is "between the dial-up customer and the global computer network of web content, e-mail authors, game room participants, databases, or bulletin board contributors."⁷⁶ The communication is not between the customer and the ISP's local server. As the FCC stated previously, such calls "continue to the ultimate destination or destinations, specifically at an Internet website that is often located in another state."⁷⁷

As the FCC noted in its ISP Remand Order, the fact that Internet traffic is interstate in nature – and consequently not local traffic under the "significant local exchange services" requirement necessary for CLECs to obtain EELs – is also demonstrated by that traffic's similarities to other long distance traffic.⁷⁸ When a caller makes an ordinary long distance call, the call originates on the network of a local exchange provider, which then routes the call to an interexchange carrier's ("IXC's") point of presence ("POP"). The IXC then routes the call to the local exchange carrier serving the called party, which in turn delivers the call to that party. The Internet works in the same way. When a caller accesses the Internet, the call originates on the

⁷³ ISP Remand Order at ¶ 57.

⁷⁴ ISP Remand Order at ¶ 52. The FCC has found that traffic bound for the Internet often has an interstate component. Although some of the traffic may be intrastate, the interstate and intrastate components cannot be reliably separated. As such, the traffic is properly identified as interstate and subject to the jurisdiction of the FCC.

⁷⁵ ISP Remand Order at ¶ 58.

⁷⁶ *Id.* at ¶ 59.

⁷⁷ FCC ISP Order at ¶ 12.

network of a provider that routes the call to the ISP. The ISP then routes the call onto an Internet backbone, to be terminated at the website that the caller seeks to contact.

The routing process for Internet calls also demonstrates that these calls are interstate in nature. Upon receiving a call, an ISP must deliver it over the Internet backbone to a remote hub specified by the URL address that the originating end-user designates. The remote hubs to which ISP calls are delivered are often located outside the state of the originating user. Remote hubs in the continental United States are located in Chicago, New York, Washington, D.C., Houston, Dallas, Los Angeles, San Jose, and San Francisco. For ISPs in Arizona, the closest remote hub is in Los Angeles. For this reason, many Internet calls placed by end users in Arizona cross state lines.

Because the FCC has found that calls bound for the Internet are interstate in nature, they are not properly considered local calls for the purposes of meeting the “significant local exchange service” traffic requirement necessary for the purchase of EELs. Accordingly, Qwest proposes that its SGAT language at Section 9.23.3.7 be retained without changes.

2. The FCC Has Jurisdiction Over All Interstate Services, Including Internet-Bound Traffic

Under Section 201 of the Communications Act, the FCC has jurisdiction over all interstate services.⁷⁹ As described above, Internet-bound traffic is interstate in nature so the FCC has jurisdiction over Internet-bound traffic. In the ISP Remand Order, the FCC specifically found that state commissions no longer have authority to address the issue because the FCC has exercised its jurisdiction over Internet-bound traffic and declared that this traffic is

⁷⁸ ISP Remand Order at ¶ 60.

⁷⁹ 47 U.S.C. § 201.

jurisdictionally interstate. The ISP Remand Order clearly and unmistakably states that Internet-bound traffic is interstate and the Order pre-empts a state decision to the contrary.⁸⁰

3. The Local Traffic Identified by the FCC's Rules is Voice Traffic, not Data Traffic, for the Purposes of Meeting the EELs Requirements

Even if the FCC had not conclusively decided that Internet traffic is interstate and even if this Commission had discretion to declare that Internet-bound traffic were local in nature, Internet-bound traffic still would not be considered local traffic for the purpose of meeting the EELs requirements set forth in the FCC's rules.

In the FCC's Supplemental Order Clarification, the FCC created three safe harbor provisions defining "significant amount of local exchange service."⁸¹ If the carrier meets one of these three options, it can obtain EELs from the incumbent LEC. Under the first option, a requesting carrier must be the exclusive provider of an end user's local exchange service.⁸² By definition, the FCC reasoned, the requesting carrier must be providing more than a significant amount of local services if it is the exclusive provider of an end user's local exchange service.⁸³ Under the second option, the requesting carrier must provide local exchange and exchange access service to the customer's premises and must handle at least one third of the end user's local traffic.⁸⁴ For DS-1 circuits and above, at least 50 percent of the activated channels on the

⁸⁰ It did not preempt state commission decisions governing compensation for Internet-bound traffic for the period of time prior to the effective date of the order. However, the Order decisively reaffirms the FCC's position announced two years ago: Internet-bound traffic is interstate, not local. The compensation schemes adopted for this interstate traffic is not at issue in this 271 proceeding or at least not with compliance with this Checklist Item.

⁸¹ Supplemental Order Clarification at ¶¶ 21-22.

⁸² For each of the three options, CLECs must also meet other conditions in order to qualify for that safe harbor provision. For this discussion, however, only the requirements for the provision of local service are relevant so those are the only conditions addressed.

⁸³ Supplemental Order Clarification at ¶¶ 21-22.

⁸⁴ *Id.*

loop portion of the EEL combination must have at least 5 percent local voice traffic individually, and the entire loop facility must have at least 10 percent local voice traffic.⁸⁵ Finally, under the third option, at least 50 percent of the activated channels on a circuit must be used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels must be local voice traffic, and the entire loop facility must be at least 33 percent local voice traffic.⁸⁶

As noted in the two latter options, to fall within the safe harbors necessary to purchase EELs, carriers must provide certain percentages of local voice traffic. Internet-bound traffic, by contrast, is data traffic. As the FCC has noted, users on the Internet are interacting with a global network of interconnected computers.⁸⁷ When a customer wants to access the Internet, his/her computer calls an ISP modem bank, and continues the call through to the Internet.⁸⁸ All of these interactions are through computer, or data, communications. The FCC distinguished between a voice call and a data call in the ISP Remand Order.⁸⁹ Therefore, because Internet-bound traffic is not voice traffic, it cannot be included in the percentages of local voice traffic required for CLECs to be able to obtain EELs.

As described above, the FCC ruled that Internet-bound traffic is not local traffic. Instead, the FCC found that Internet-bound traffic is properly classified as interstate in nature. In this proceeding, CLECs are asking this Commission to find that Internet-bound traffic should be considered local, contrary to the explicit ruling of the FCC, for the sole purpose of meeting the requirement that they must provide a significant amount of local traffic in order to obtain EELs.

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Id.

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Id.

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ISP Remand Order at ¶ 58.

⁸⁸

Id.

As the FCC noted, the FCC has retained exclusive jurisdiction over Internet-bound traffic. Even if Internet-bound traffic were deemed to be local traffic, the EELs provisions specifically allow only voice traffic, not data traffic, to be counted toward the requirement of a “significant amount of local exchange services.” The Commission should reject the CLECs attempt to circumvent these FCC rules.

B. CHECKLIST ITEM 5: ACCESS TO UNBUNDLED LOCAL TRANSPORT

The following issues remain in dispute with respect to Checklist Item 5:

Issue TR-5 – Whether Qwest will amend the UDIT and EUDIT sections to eliminate the requirement that a CLEC order of provide regeneration?

Qwest does not agree to provide regeneration free of charge and not recover the costs incurred in providing regeneration to the CLEC. This is the same issue as CL2-10 and the arguments and authorities presented for CL2-10 apply to TR-5 as well.

Issue TR-11 – Are Classic Qwest facilities subject to unbundling requirements (successor/assigns issue)?

During the April 9 2001, workshop, the parties agreed to withdraw this issue from the Commission’s determination in the Emerging Services workshop. The parties also agreed to defer the briefing of this issue to the Loops workshop to allow AT&T an opportunity to determine if they have any further questions to ask on this issue after their review of documents produced in discovery. Staff, AT&T, and WorldCom agreed at the April 9th workshop that this disposition was reasonable.⁹⁰ Therefore, this issue is not briefed in this pleading and Qwest will brief this issue in the brief for the Loops workshop.

⁸⁹ *Id.* at ¶ 90.

⁹⁰ AZ Tr., Vol. VIII, 4/09/01, pp. 1325-1333.

Issue TR-12 -- Should there be a distinction between UDIT and EUDIT?

The distinction Qwest has drawn between UDIT and EUDIT is largely a question of rate design. Qwest's proposed rate design is consistent with the way costs for facilities analogous to UDIT and EUDIT have historically been recovered. 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 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, other transport services have this segment as a non-distance sensitive rate component, e.g., in Switched Access Services it is an "entrance facility" and in retail private line tariffs it is typically called a "channel termination".

AT&T correctly identifies (using a private line analogy) that if transport was required from the CLEC central office and through the Qwest serving wire center to a distant Qwest central office, the CLEC would have an EUDIT (i.e. a channel termination) into the serving wire center, and then UDIT (i.e., the fixed and per mile) element between the serving wire center and the distant central office.

This is a standard industry practice on how to rate dedicated transport and is not an inappropriate rate structure as implied by AT&T. The FCC suggested use of existing rates for interstate dedicated switched transport as a default proxy for unbundled dedicated transport.⁹¹ The FCC actually gave an example of the price structure difference between the equivalent of UDIT and EUDIT:

⁹¹ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, First Report and Order, FCC-96-325 (Local Competition First Report and Order), para. 821.

Interstate access rates for dedicated transport vary by region, type of circuit, mileage, and other factors. For example, BellSouth's entrance facility charge, for transport from an IXC's point of presence to a BellSouth serving wire center, is \$134 monthly per DS1 circuit (\$5.58 per derived voice grade circuit) and \$2,100 monthly per DS3 circuit (\$3.13 per derived voice grade circuit). Dedicated transport for 10 miles of interoffice transmission between a serving wire center and an end office is \$325 monthly per DS1 circuit (\$13.54 per derived voice grade circuit) and \$2,950 monthly per DS3 circuit (\$4.39 per derived voice grade circuit). Installation, multiplexing and other transport-related charges may also apply.⁹²

SBC's Texas 271 Agreement provides for a price structure similar to Qwest's distinction between UDIT and EUDIT:

The price for dedicated transport is found in Appendix Pricing – UNE Schedule of Prices labeled “Interoffice Transport.” Entrance facility rates are found in Appendix Pricing – UNE Schedule of Prices, labeled as “Dedicated Transport, Entrance Facilities.” (T2A, Attachment UNE-TX, Section 8.2.1).

In reality, this “concern” among the parties is really a cost model and rate issue.

Therefore, Qwest recommends that the cost and rate structure issues associated with the EUDIT portion of unbundled transport be deferred to the cost docket.

Issue TR-13 – Applicability of the local use restriction to EUDIT (i.e. may CLECs use EUDIT as a substitute for special access services?).

The language in Section 9.6.2.4 that CLECs may not use EUDIT as a substitute for special access is consistent with the FCC's UNE Remand Order. In paragraph 489 of that order, the FCC made clear that it was not ordering ILECs to provide EUDIT (otherwise known as entrance facilities), unless the CLEC is providing local service:

We conclude that the record in this phase of the proceeding is insufficient for us to determine whether or how our rules should apply in the discrete situation involving the use of dedicated transport links between the incumbent LEC's serving wire center and an interexchange carrier's switch or point of presence (or “entrance facilities”). . . We believe that we should fully explore the policy ramifications of applying our rules in a way that

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Local Competition First Report and Order, fn. 1948.

potentially could cause a significant reduction of the incumbent LEC's special access revenues prior to full implementation of access charge and universal service reform. Therefore, we set certain discrete issues for further comment below.⁹³

The FCC then asked for comment regarding whether EUDIT and unbundled transport in general could be used as a substitute for special or switched access services.⁹⁴

While Qwest believes that this language is proper and appropriate, until the FCC rules on this issue, Qwest will concede this issue. Qwest has included the following SGAT language in Section 9.6.2.4 in the SGAT attached as Exhibit A:

9.6.2.4 CLEC shall not use EUDIT as a substitute 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. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2.

This SGAT language memorializes Qwest's agreement not to apply the local use restriction to EUDIT until the FCC resolves this issue.

Issue TR-15 – Is it appropriate for EUDIT to be used exclusively to carry internet traffic (i.e. is internet traffic interstate or local). Also does the local use restriction apply to EUDIT?

This is the same issue as EEL-12 and the arguments and authorities cited in EEL-12 apply with the same force for TR-15. Internet traffic is interstate traffic, not local traffic. Therefore, the EEL UNE cannot be used to carry 100% interstate internet traffic. However, Qwest believes that the issue of whether the local use restriction applies to EUDIT should be closed because, as stated in TR-13, Qwest has agreed not to apply the local use restriction to EUDIT pending resolution of the issue by the FCC as shown 9.6.2.4 in the attached SGAT

⁹³ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC-99-238 (UNE Remand Order), para. 489.

⁹⁴ UNE Remand Order, at para. 492 to 496.

(Exhibit A). Until the FCC resolves the issue, Qwest will not apply the local use restriction to EUDIT.

C. CHECKLIST ITEM 6: ACCESS TO UNBUNDLED LOCAL SWITCHING

The following issues remain in dispute with respect to Checklist Item 6:

Issue SW-1 – Must Qwest provide unbundled access to AIN features?

With regard to this issue, the FCC has been crystal clear: “Thus, we agree with Ameritech and BellSouth that AIN service software should not be unbundled.”⁹⁵ The FCC stated in the UNE Remand order:

We agree with Ameritech that unbundling AIN service software such as “Privacy Manager” is not “necessary” within the meaning of the standard in section 251(d)(2)(A). In particular, a requesting carrier does not need to use an incumbent LEC’s AIN service software to design, test, and implement a similar service of its own. (820) Because we are unbundling the incumbent LECs’ AIN databases, SCE, SMS, and STPs, requesting carriers that provision their own switches or purchase unbundled switching from the incumbent will be able to use these databases to create their own AIN software solutions to provide services similar to Ameritech’s “Privacy Manager.” They therefore would not be precluded from providing service without access to it. **Thus, we agree with Ameritech and BellSouth that AIN service software should not be unbundled.**(821)⁹⁶ (Emphasis added.)

Qwest does not provide access to its own AIN products with UNE-Switching. Qwest complies with the FCC’s rulings in this matter, as noted above. The statement in bold is in no way limited to the specific Ameritech AIN product which, in part, prompted the FCC’s determination (i.e. Ameritech’s “Privacy Manager”). It is a statement of general application to AIN products.

Based on the quote above, the FCC has determined that an ILEC’s AIN products do not have to be unbundled when ILECs make the AIN platform or database, Service Creation

⁹⁵ UNE Remand Order, ¶419.

⁹⁶ UNE Remand Order ¶419. Footnotes 820 and 821 were omitted.

Environment (SCE), SMS, and STPs available for CLECs to develop their own AIN products. As required by the UNE Remand Order, Qwest provides CLECs access to the components necessary to develop their own AIN products and features, specifically, the SCE, SMS, STPs, and AIN database. In addition to Qwest's testimony, Qwest's SGAT establishes that Qwest offers each of the four required items to CLECs which allow CLECs to develop their own AIN products: AIN databases/platform (9.14.1.2 and 9.14.2.2); SCE (9.14.1.1); SMS (9.13.1.1); and STPs (9.13.1.1).⁹⁷ Because Qwest provides CLECs access to each of the four required items so that CLECs can develop their own AIN products, this restriction in no way disadvantages CLECs in their providing features with UNE-Switching. CLECs are in the same position that Qwest is in. Requiring CLECs to use these tools to develop their own innovative AIN products "will spur competition and benefit consumers."⁹⁸ Qwest complies with the necessary requirements and Qwest's AIN products are not required to be unbundled.

AT&T complained in the workshop that it would be expensive and time consuming to create its own AIN features. However the FCC has already ruled on this issue.⁹⁹ AT&T admitted in the workshop on April 11, 2001 that it did not disagree with Qwest's reading of the FCC's decision in the UNE Remand Order, but that AT&T is merely complaining that it believes that the FCC made the wrong decision and that AT&T does not like the FCC's decision in this regard.¹⁰⁰

In order to accommodate CLECs that may be using or wish to use particular existing vertical switch features that may be migrated in the future to Qwest's AIN for its own use, Qwest

⁹⁷ 4 Qwest 15, Simpson Rebuttal Aff. (April 6, 2001), p.2.

⁹⁸ UNE Remand Order, ¶417.

⁹⁹ UNE Remand Order, ¶¶417-419.

¹⁰⁰ AZ. Tr., Vol. X, 4/11/2001, pp. 1709-1710.

has agreed to leave the switch software for such existing features on a switch for use by CLECs, if they should wish to do so.¹⁰¹ CLECs have access to vertical switch features that are loaded but not activated as detailed in SGAT section 9.11.4.3. Additionally, even though the FCC has held that ILECs are not required to load unloaded vertical switch features for CLECs¹⁰², Qwest voluntarily agrees to load unloaded vertical switch features for CLECs in SGAT section 9.11.4.4.

The FCC's ruling that AIN products are not subject to unbundling is not contingent upon a determination of whether Qwest's specific AIN products are proprietary. The FCC held that AIN features by their very nature, are proprietary.¹⁰³ However, it makes no difference whether Qwest's or AT&T's reading of the UNE Remand Order is correct. Qwest's AIN products are proprietary to Qwest. They are proprietary because they are covered by patents. They are proprietary because they are covered by trademarks and copyright. They are also trade secrets of Qwest. They are also proprietary to Qwest independent of these intellectual property issues. These will be discussed below.

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. AIN products are software programs that Qwest's engineers create and write.¹⁰⁴ Qwest has developed the AIN products it has deployed.¹⁰⁵ The former Advanced Technologies (AT) organization

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SGAT Section 9.11.1.3.1.

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Second BellSouth Louisiana Order, ¶ 218.

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UNE Remand Order, ¶418.

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4 Qwest 15, Simpson Rebuttal (April 6, 2001), p.2. Qwest uses the terms "AIN services", "AIN features", and "AIN products" interchangeably in this context. They all refer to what the FCC called "AIN service software" in the UNE Remand Order.

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4 Qwest 15, Simpson Rebuttal (April 6, 2001), pp. 2-3.

within Qwest wrote the service requirements and design documents.¹⁰⁶ In all cases but one, the AT organization did the development (that is, the coding) of the service using the SPACE software 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.¹⁰⁷ This one exception was a work for hire.¹⁰⁸ In all cases for all services, AT then did the product testing and deployment of the service into the Qwest network.¹⁰⁹

The AIN products that Qwest has developed are also unique as to their actual design based on unique aspects of Qwest's retail business.¹¹⁰ Qwest has specified the requirements for all such products based on its unique retail end user customer base, based on the unique aspects to the demographics in Qwest's particular region, and in some cases, based on state PUC requirements.¹¹¹ In addition, feature implementation is also unique because of the framework that Qwest has developed for the execution and support of AIN services.¹¹² For example, Qwest has developed several feature managers (for which a patent was granted in 1995) that allow Qwest to provision more than one AIN service to an end user customer.

There is no dispute that each of Qwest's AIN features deployed in its network are covered by patents issued by the United States Patent Office or pending patents.¹¹³ It is not

106

Id. at p.3.

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Id.

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Id. at p.3, n.4.

109

Id. p.3.

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Id.

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Id.

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Id.

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Id. at pp. 1-4; Confidential Exhibit KAS-C3 filed by Karen Stewart with her Supplemental Rebuttal Affidavit.

disputed that Qwest's AIN products themselves are owned by Qwest.¹¹⁴ Therefore, the relevant proprietary interest is in the AIN products which are owned by Qwest. The ownership of the patents which may cover Qwest's proprietary AIN features is immaterial.¹¹⁵ The only way to protect Qwest's incentive to innovate is to protect these proprietary AIN products.

It is important to be clear that all of Qwest's AIN products are proprietary to Qwest regardless of whether patents cover its AIN products. Completely separate from the patent analysis is the issue of trademarks and copyright. Qwest has trademarks on several of the service names for its AIN products.¹¹⁶ All of Qwest's AIN products are also protected by copyright protection since the United States is a signatory to the Berne Convention.¹¹⁷ Additionally, Qwest's AIN features are trade secrets of Qwest.

Additionally, Qwest's AIN features do not have to be covered by a patent or other intellectual property right to be proprietary to Qwest. In the UNE Remand Order, the FCC made the general statement that "we find that AIN service software qualifies as a proprietary network element."¹¹⁸ Qwest's AIN features are proprietary to Qwest regardless of the state of patents, trademarks or copyrights.

Qwest has demonstrated that it is not obligated to unbundle its AIN features. The FCC has held that AIN features do not have to be unbundled regardless of a determination of whether the AIN features are proprietary. Additionally, Qwest has established that its AIN features are

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4 Qwest 15, Simpson Rebuttal; AZ Tr. Vol. X, 4/11/2001, pp. 1706-1707.

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Even so, the record is clear that the patents that cover Qwest's proprietary AIN features are owned by Qwest Communications International, Inc. AZ Tr. Vol. X, 4/11/2001, pp. 1706-1707.

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4 Qwest 15, Simpson Rebuttal, p.4.

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Id.

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UNE Remand Order, ¶418.

proprietary because they are covered by patents, pending patents, trademarks, copyright, trade secrets, and are otherwise proprietary to Qwest.

Issue SW-6 – Is the exception to providing unbundled switching at TELRIC rates in Zone 1 of the Top 50 MSAs available if all forms of EELs are not available to a specific CLEC at a specific location?

AT&T and WCom comment that the restriction on unbundled switching should not apply in offices that have space or capacity limitations. AT&T goes on to state that “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,” and that if Qwest has insufficient interoffice facilities to provide the transport capability for EELs, there should be no restriction on CLEC use of unbundled switching. AT&T also asserts that restrictions should not apply where Qwest provides service using remote switching modules.¹¹⁹ AT&T and WCom are wrong.

The FCC’s unbundled switching exemption is not dependent upon capacity availability for other services in impacted Qwest wire centers. The FCC, after a detailed analysis, determined that CLECs had adequate alternatives to unbundled switching in wire centers in density zone 1 of the top 50 MSAs. 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 a CLEC specific/wire center specific analysis of facility exhaustion. The focus regarding whether a particular CLEC has access to a particular EEL or collocation is misplaced. The FCC’s analysis is based upon the alternatives available to CLECs in the aggregate, and not as to whether a particular CLEC has access to a desired transport element.

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Comments of AT&T at p.35.

Issue SW-9a – How should lines be calculated for the purpose of the exception to providing unbundled switching at TELRIC rates in Zone 1 of the Top 50 MSAs?

AT&T suggests that Section 9.11.2.5 be modified to add language that provides that counting a CLEC's lines for purposes of applying the UNE-Switching exclusion be limited to single end user locations.¹²⁰

The exclusion does apply to single end user customers within density zone 1. However, the exclusion is not broken into sub-elements at specific geographic locations or addresses within density zone 1. On this point, the FCC has provided:

We find that, where incumbent LECs have provided nondiscriminatory, cost-based access to combinations of loop and transport unbundled network elements, known as the enhanced extended link (EEL), requesting carriers are not impaired without access to unbundled switching **for end users with four or more access lines within density zone 1** in the top 50 metropolitan statistical areas (MSAs).¹²¹

The FCC has been clear that the number of lines is satisfied if the end user has "four or more lines within density zone 1." AT&T's request to erode the FCC's exception and make the end user have four or more lines at each geographic location within density zone 1 is contrary to the mandate of the FCC and should be rejected.

Issue SW-9(b) - After CLEC adds a fourth line in Zone 1 of one of the top 50 MSAs, are lines 1 to 3 priced at TELRIC or a market-based rate?

This is the same issue as UNEP-10 and the argument and authorities cited in UNEP-10 apply with equal force to SW-9(b).

Issue SW-18 – Is Qwest required to provide unbundled access to switch interfaces such as GR-303 or TR-008?

This is an AT&T issue. Qwest and AT&T have recently reached agreement to close this issue. The SGAT attached as Exhibit A contains the SGAT language that closed this issue at

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Comments of AT&T at pp 34-35.

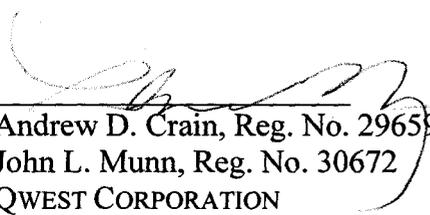
9.11.1.1.2 and the nine subparts under that section. Qwest believes that the settlement reached between the parties offers AT&T the functionality it sought while addressing the concerns of Qwest regarding concentration levels, network security, and network integrity. Based on the settlement, Qwest is not briefing this issue and it is not submitted to the Commission for determination.

CONCLUSION

Qwest has demonstrated that it meets the requirements in the Act and FCC orders for compliance with checklist items 2, 5 and 6 in the direct, and rebuttal testimony of Karen A. Stewart and Lori A. Simpson. The CLECs who commented on the checklist items cannot rebut Qwest's *prima facie* showing of compliance. Accordingly, Qwest requests that the Commission verify Qwest's compliance with Section 271(c)(2)(B)(ii), (v) and (vi) of the Act.

DATED this 18th day of May, 2001.

Respectfully submitted,



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UNE Remand Order, ¶253 (emphasis added).

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Section 4.0 - DEFINITIONS

- 4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and Qwest for Local Interconnection Service.
- 4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.
- 4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 4.4 "Application Date" or "APP" means the date CLEC provides Qwest a firm commitment and sufficient information to provide service.
- 4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- 4.8 "Bona Fide Request" or "BFR" means a request for a new Interconnection or unbundled element not already available in this Agreement for the provision of local Telecommunications Services.
- 4.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- 4.10 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, (CCS) parameter which refers to the number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.
- 4.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.11.1 _____ "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 _____ "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the samea comparable geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. A fact based consideration of geography and function should be used to classify any switch. Qwest access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

4.12 "Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest unbundled network elements. Qwest offers eight (8) Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation, Shared Caged Physical Collocation, Adjacent Collocation, Interconnection Distribution Frame Collocation, Common Area Splitter Collocation, and Remote Collocation.

4.12(a) "Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where the CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where the CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to the CLEC's Collocation Space.

4.13 "Commission" means the Arizona Corporation Commission.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to a ~~party~~ Party that has submitted a request, pursuant to Sections 1 and 3 of this Agreement, to obtain Interconnection, access to unbundled network elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (~~"ILEC"~~)(ILEC).

4.16 "Designed, Verified and Assigned Date" or "DVA," means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.17 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.18 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.19 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscribers transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a ~~Bellcore~~ Telcordia (Telcordia) document that defines industry standards for exchange message records.

4.22 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by Qwest's then current EAS/local serving areas, and as determined by the Commission.

4.23 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.23 (a) "Finished Services" means complete end to end services offered by Qwest to wholesale or retail customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

4.24 ~~"Firm Order Confirmation Date"~~ "Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.24(a) Individual Case Basis - (ICB) - Each UNE or resale product marked as ICB will be handled individually on a pricing and/or interval commitment basis. Where ICB appears, CLEC should contact their account team for pricing, ordering, provisioning or maintenance information.

4.25 "Integrated Digital Loop Carrier" means a subscriber ~~loop~~ Loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.

4.26 ~~"Interconnect & Resale Resource Guide" (IRRG) is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the IRRG. The IRRG is available on Qwest's Web site:~~

~~<http://www.uswest.com/carrier/guides/interconnect/index.html>. Intentionally Left Blank~~

4.27 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides InterLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.31 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.32 "Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

4.33 "Local Interconnection Service (LIS)" is the Qwest product name for its provision of Interconnection as described in Section 7 of this agreement. ~~Agreement.~~

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 central office and the Loop demarcation point at an end user's premises, including inside wire owned by the incumbent LEC. ~~The local loop premises.~~ 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,~~ Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAM)), and line conditioning. The ~~local loop~~ Local Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity ~~loops.~~ Loops.

4.35 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.36 "Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore (Telcordia) Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.39 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service ~~including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.~~

4.40 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.40(a) "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates. Miscellaneous Charges are listed in Exhibit A and include the following activities or charges: additional engineering, additional labor installation, additional labor other, testing and maintenance, maintenance of service, additional cooperative acceptance testing, nonscheduled cooperative testing, nonscheduled manual testing, additional dispatch, date change, design change, expedite charge and cancellation charge. These activities are described in Qwest's Access Services Tariff.

4.41 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

4.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.43 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

4.44 "Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

4.45 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.46 "Port" means a line or trunk connection point on a ~~Central Office~~ central office switch but does not include switch features.

4.46(a) —“Premises” refers to Qwest’s ~~Central Offices~~ central offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing ~~loop~~ Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these ~~Central Offices~~ central offices, Wire Centers, buildings and structures.

4.46(b) “Product Catalog” or “PCAT” is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest’s Web site:

<http://www.uswest.com/wholesale/pcat/>

4.47 “Proof of Authorization” (~~“POA”~~) (POA). POA shall consist of verification of the end user’s selection and authorization adequate to document the end user’s selection of its local service provider. Section 5.3 of this Agreement lists acceptable forms of documentation.

4.48 “Rate Center” means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.49 “Rate Center Area” is the geographic area within which ~~basic exchange services~~ Basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.49 (a) “Ready for Service” or “RFS” – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between the CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the ~~Central Office~~ central office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for provisioning by the RFS date.

4.50 “Records Issue Date” or “RID” means the date that all design and assignment information is sent to the necessary service implementation groups.

4.50(a) “Remote Premises” means all Qwest Premises as defined in 4.46(a), other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.

4.51 “Reseller” is a category of ~~local exchange service~~ Local Exchange Service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.52 “Scheduled Issued Date” or “SID” means the date the order is entered into Qwest’s order distribution system.

4.53 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.54 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service ~~Local Exchange Service~~ would normally be provided to a particular customer premises.

4.55 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling (~~"CCS"~~) (CCS) messages.

4.57 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, ~~Phone to Phone IP Telephony~~, 8XX access, and 900 access and their successors or similar Switched Access ~~services~~ Services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.58 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.59 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.60 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.61 "Unbundled Network Element Platform (UNE-P)" – is ~~pre-existing~~ combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

4.62 "UNE Combination" means ~~pre-existing~~ combination of ~~legally binding and effective~~ ~~Section 251(c)(3)~~ unbundled network elements ~~that have been defined to meet the~~

~~necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to GLEC in its pre-existing combined state, on an "as is" for in this Agreement basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations.~~

4.63 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more ~~Central Offices, central offices,~~ used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.64 _____ "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.65 _____ Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS**9.1 General Terms**

9.1.1 —Changes in law, regulations or other “Existing Rules” relating to unbundled network elements (“~~UNEs~~”), (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 of this ~~2.2~~. CLEC and Agreement. Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process, or Special Request Process (SRP), CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

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, will be equal between all ~~CLEC~~ carriers requesting access to that element; ~~and, second,~~ 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 or to its affiliates. 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 transport~~). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding 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 or except to the extent that such elements are meet the significant amount of Local Exchange Traffic requirement set forth in Section 9.23.3.7.2 subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an end-user customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic local exchange service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local exchange service. CLEC will be responsible for any construction charges for which an end-user customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.2 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due

date will not be changed.

9.1.2.3 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, add a card to existing equipment at the central office or remote locations, add central office tie pairs, add field cross jumpers) in order to make UNEs available. Incremental facility work will not include the upgrade of electronics for the purpose of augmenting network capacity.

9.1.2.4 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new due date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.4.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the end user customer. When the engineering job is completed, CLEC will receive another FOC identifying a new due date when the loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different due date by submitting a SUP to change the due date to a later date.

9.1.2.4.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.3 Reserved for Future Use

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, element or 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 other demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge. The charges for the ITP as are contained in Exhibit A. CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The demarcation point shall be:

- (a) at CLEC-provided cross-connection equipment located in 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

- (d) 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
- (e) at another demarcation point mutually-agreed to by the Parties.

9.1.5 CLEC may connect UNEs/network elements in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will not restrict the types of Telecommunications Services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment CLEC owns. Qwest will provide CLEC with all of the functionality/features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by the CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. the element. Qwest shall provide such Qwest will provide unbundled network elements to CLEC in a manner that allows CLEC to combine such elements in order to provide any Telecommunications Service. Qwest shall not in any way restrict CLECs use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by the CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 —Except as set forth in Section 9.23, the UNE Combinations Section, 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. Qwest will test individual elements at the reasonable request of 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 the Operational Support Systems Section of Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1. When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.
- c) Qwest will cooperate with CLEC in any technically feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2. When elements are provisioned by Qwest in combination:

- a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
- b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
- c) Qwest will cooperate with CLEC in any technically feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

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, PCAT, 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 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. 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 seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an internet/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 are defined in Section 4.40(a). Miscellaneous Charges are in addition to non-recurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as 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 cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

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 CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to 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. Qwest shall allow CLEC to access UDIT that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined meet point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths, and other bandwidths as they become available, bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT or Unbundled Loops. 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. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, including combinations of UDIT and EUDIT, and cross-connections are necessary to combine UNEs, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers or for customers itself. If not ordered as a combination, CLEC is responsible for performing cross-connections at across-connections at its Collocation or other mutually determined demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and UNEs and ancillary or finished services, and for transmission design work, including regeneration requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a

continuous dedicated transport element from one point to another.

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. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 ~~With the exception of combinations provided through the UNE Combinations Section, Section 9.23, which do not require Collocation between UNEs, only at the end of the combination where appropriate,~~ CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at the Qwest central office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of EUDIT

the unbundled transport terminates in a Qwest central office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration pursuant to Section 9.1.4 and the charges listed in Exhibit A will apply.

9.6.2.4 ~~CLEC shall not use unbundled interoffice transport as substitutes EUDIT as a substitute for special or switched access services, Switched Access Services, except to the extent CLEC provides such services to its end user customers in association with local exchange services or to the extent that such UNEs meet the significant amount of local services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in exchange traffic requirement set forth in section 9.23.3.7.2.~~

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.

9.6.3.5.1 OC-48 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

- a) OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps 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-48 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.
- e) OC-48 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 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 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

- a) Recurring Multiplexing Charge. The DS3 Central Office multiplexer/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/Multiplexing service.

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

- a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer/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/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. By May 31, 2001, CLEC will be able to order a single end to end bandwidth facility comprised of UDIT and EUDIT on a single ASR. Ordering processes are contained in the Support Functions Section of this Agreement.

9.6.4.1.2 Reserved for Future Use

9.6.4.1.3 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 of this Agreement.

9.6.4.1.4 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 unless the need for such change is caused by Qwest:

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

9.6.4.1.5 An order may be canceled any time up to and including the Service Date-service date. Cancellation charges will apply-except when:

- a) The original due date or CLEC-initiated subsequent due date was, or CLEC has been notified by Qwest that such due date will be, delayed ten (10) business days or longer; or
- b) The original due date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) days before such original due date.

9.6.4.1.6 _____ 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, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 Reserved for Future Use

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 CLEC's 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 (2) 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. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

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).

9.8.1 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~~ 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 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;~~ traffic.
- b) Provide shared transport transmission facilities between ~~end office switches;~~ End Office Switches, between end office and tandem switches, and between tandem switches in its network; 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;~~ 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~~ CLEC provides 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~~ 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 the ~~Interconnect and Resale Resource Guide.~~ PCAT.

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 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 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 users.

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:

~~9.9.3.1.1 DS1 Port;~~

~~9.9.3.1.2 DS3 Port;~~

~~9.9.3.1.3 Dial Up Access; and~~

~~9.9.3.1.4 Attendant Access. DS1 Port;~~

9.9.3.1.2 DS3 Port;

9.9.3.1.3 Dial Up Access; and

9.9.3.1.4 Attendant Access.

9.9.3.2 Non-recurring rate elements include:

~~9.9.3.2.1 DS1 Port;~~

~~9.9.3.2.2 DS3 Port; and~~

~~9.9.3.2.3 Virtual Ports.~~

9.9.3.2.1 DS1 Port;

9.9.3.2.2 DS3 Port; and

9.9.3.2.3 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~~ Exhibit C of this Agreement 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~~ Access to local tandem switching element includes the facilities connecting the trunk distribution frames to the switch and all the ~~functions~~ features, functions, and capabilities of the switch itself, including those facilities that establish 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~~ features, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any, rather than in separate end-office switches.

9.10.1.2 In the event that a Qwest Wire Center subtends only an access tandem, and does not subtend a local tandem, Qwest will provide unbundled access to such access tandem.

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. The tandem-to-tandem connections must be local Interconnection trunk-type connections, and will be provided by CLEC. CLEC may provide the trunks itself, may purchase them from a third party, or may purchase them from Qwest.

9.10.2.2 The requirement to provide access to unbundled local 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~~feature, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any (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 in a Qwest local tandem.

9.10.3 Rate Elements

9.10.3.1 A DS1 Tandem 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 Tandem 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-UDITUNEs – 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~~unbundled local switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to unbundled ~~Local Switching~~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~~ technically-feasible customized routing functions. Moreover, CLEC may purchase ~~Unbundled Local Switching~~ unbundled local switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.1.1 CLEC is not required to use Qwest's directory assistance services or operator services with its unbundled local switching elements or UNE-P Combinations. CLEC may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, CLEC must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, a CLEC may deploy any compatible GR-303 remote terminal under the following conditions:

9.11.1.1.2.1 The Qwest central office must have existing GR-303 capability with spare capacity available for use by CLEC. In addition, while CLEC may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.

9.11.1.1.2.2 The transport between the Qwest switch and the CLEC RT may be purchased from Qwest or provided by CLEC. If transport is provided by Qwest, the demarcation point will be at a physical cross-connect point at the RT. If transport is provided by CLEC, the demarcation point will be at a physical cross connect in the Qwest central office.

9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's current standard of 4:1 at the switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.

9.11.1.1.2.4 The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, CLEC will be responsible for all traffic management. Changes in provisioning will be made only at the request of the CLEC. The CLEC will be allowed to view channel availability and monitor traffic and blocking

levels at the RT via a man-to-machine interface (MMI). The CLEC will not have the ability to make any changes as all provisioning will be done solely by Qwest at CLEC's request.

9.11.1.1.2.8 The parties will be responsible for the repair and maintenance of facilities on their side of the demarcation point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

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~~ 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.

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. The Special Request Process contained in Exhibit F of the Agreement shall be used when ordering the activation and/or loading of vertical features on a switch, that are not currently activated or loaded on the switch. If features that are loaded on Qwest's switch(es) are migrated to AIN for Qwest's own use, the switch software for such features will be retained on the Qwest switch(es) for the use of CLEC and CLECs end user customers.

9.11.1.4 Line ports include:

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

9.11.1.5 Trunk ports include but are not limited to:

- (a) ~~DS1 Local Message Trunk Port.~~
- a) DS1 Trunk Port (including Local Message);
- b) PRI ISDN Trunk Port;
- c) DID/PBX Trunk Port;
- d) DS3 Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement; and

e) OCN Trunk Port (including Local Message) may be requested by CLEC via the Special Request Process contained in Exhibit F of this Agreement.

9.11.1.6 The following are attributes of line ports consistent with State Commission Rules and include but are not limited to:

- 9.11.1.6.1 Telephone Number;number
- 9.11.1.6.2 Directory Listing;
- 9.11.1.6.3 Dial Tone;
- 9.11.1.6.4 Signaling (~~loop~~(Loop or ground start);
- 9.11.1.6.5 On/Off Hook Detection;
- 9.11.1.6.6 Audible and Power Ringing;
- 9.11.1.6.7 Automatic Message Accounting (AMA) ~~Recording~~; (AMA Recording);
- 9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and
- 9.11.1.6.9 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~~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 the Agreement. If features that are loaded on Qwest's switch(es) are migrated to AIN for Qwest's own use, the switch software for such features will be retained on the Qwest switch(es) for the use of CLEC and CLEC's end user customers.~~ Reserved for Future Use

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. Reserved for Future Use~~

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~~ PRI 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 ~~Premises~~ Equipment (CPE) and a PRI ISDN-equipped Qwest Central office.

9.11.1.11.1.3 The PRI ~~Central Office~~ 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 24th 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.~~

9.11.1.11.1.4 Reserved for Future Use

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 Analog Trunk Ports

~~9.11.1.12.1 DS0 Analog Trunk Ports are available on an individual case basis can be configured as DID, DOD, and Two-way.~~

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This trunk side

connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the central office. For 2-Wire service, the trunks are converted at the customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

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~~ End Office Switch. CLEC may request features that are not activated and/or not loaded in a Qwest ~~end office switch~~ End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a 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~~ 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 the Ancillary Services Section of this Agreement.

9.11.2.4 The line-side port includes the connection between the ~~end office switch~~ 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~~ 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)~~ local switching does not constitute a UNE, and is therefore not available at UNE rates when ~~the rates, when CLECs end-user customer to be served with Unbundled Local Switching has four~~ unbundled local switching has four (4) access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). ~~(MSAs)~~ Unbundled local switching is available at market-based rates when CLECs end user customer to be served with unbundled local switching has four (4) or more access lines and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as

it was defined by Qwest on January 1, 1999.

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:

MSA	CLLI	Wire Center
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	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~~ 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~~ unbundled local switching at UNE rates. If the ~~end-user~~ 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~~ unbundled local switching at UNE rates.

9.11.2.5.2 This exclusion will be calculated using the number of ~~DS0-equivalent~~ 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.~~ Reserved for Future Use

9.11.2.5.4 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.

9.11.2.5.5 The high frequency portion of a ~~loop~~ Loop shall not count as a second line.

9.11.2.5.6 End-user customers 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.

9.11.2.5.7 CLEC may order new unbundled local switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such unbundled local switching elements or UNE-P Combinations for an individual end user customer within the Wire Center(s) identified above in this section, market-based rates for the unbundled local switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's end user customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that ~~is it~~ has four (4) or more lines, CLEC shall do one of the following

regarding the original three (3) unbundled local switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations and the rate for such UNE-P Combinations is currently under development; with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching to resale rate elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one line.

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.

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

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement shall be modified to include provision for disclosure of network interface changes.

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~~ 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~~ Originating local usage will be measured and billed based on minutes of use. Exhibit A contains ~~both the UNE rates and the~~ market rates for this component of ~~Unbundled Local Switching~~ 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 the market rates for this component of Unbundled Local Switching-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~~Local Service Request/Access Service Request (LSR/ASR).

~~(LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Agreement.~~

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-PCAT.~~

9.11.4.3 ~~Non-switch activated Vertical Features~~Vertical Features that are loaded in a switch, but not activated, 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 CLEC within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 ~~Non-switch resident Vertical Features~~Vertical Features that are not loaded in a switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to CLEC on the feasibility of providing the vertical feature(s) within ~~fifteen (15)~~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-PCAT.~~

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~~ Local Usage

~~Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating record and provide to CLEC local/EAS usage data or a reasonable surrogate for this information for originating, but not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides CLEC with local/EAS usage data for terminating local traffic, Qwest shall not charge CLEC for terminating minutes of use.~~

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-users. 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 (2) 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 customer 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~~ 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~~ PCAT 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 ~~fifty percent~~ (50%) 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-users' 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.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are (STP)-addressed in Sections 9.14 – 9.17. Access to Qwest's Qwest's signaling network provides for the exchange of signaling information between Qwest and CLEC necessary to exchange traffic and access all call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and Qwest's switches, and between CLEC's CLEC's switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's Qwest's signaling network from a CLEC switch via unbundled signaling and unbundled signaling transport elements between CLEC's CLEC's switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the parties Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

9.13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location.

Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using unbundled network elements (UNEs) as defined in Section 9.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

9.13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both Qwest and CLEC are obligated to follow existing industry standards as described in ~~Bellcore~~ Telecordia documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and Qwest Technical Publication 77342.

9.13.2.4.2 CLEC's switch or network SS7 node must meet industry and Qwest certification standards.

9.13.2.4.3 Unbundled transport facilities as identified in Section 9 of this Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by CLEC to Qwest each Party to the other, in accordance with FCC requirements, when received from another carrier or from the telephone equipment of the end user.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where technically feasible.

9.13.2.4.6 Provisions relating to call related databases (i.e., 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.

9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

9.13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.

9.13.3.2 Recurring Rates

9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

9.13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.

9.13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.4 Ordering

9.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

9.13.4.2 Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

9.13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

9.13.5 ——— Maintenance and Repair

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 Section 12 of this Agreement.

9.14 AIN Services

9.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. CLEC will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

9.14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating switch.

9.14.2 -Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process as described in ~~Section 17~~ this Agreement. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in ~~Section 9.13~~ this Section) that is transporting the AIN query.

9.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for provisioning the Call Processing Record (CPR) in the

SCP.

9.14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test the CLEC switch for AIN message transmission to assure quality performance as described in ~~Section 9.13~~ this Section. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an individual case basis and is coordinated through the Qwest ~~account manager and product manager~~ Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

- a) Within ~~five(5)~~ business days of an inquiry, Qwest will provide CLEC with the Service Request Form.
- b) Within ten business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.
- c) Within ~~fifteen (15)~~ 15 business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.
- d) Qwest will be available to attend a Service Request Meeting within ~~five(5)~~ business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.
- e) Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.
- f) Within ninety (90) business days of end-user approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that ~~miscellaneous charges~~ Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten days. Qwest will also establish translations at the STP to allow query access from CLEC switch within ten days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request ~~which that~~ requires construction of network capacity, facilities, or space for access to or use of ~~unbundled loops, ancillary and finished services-UNEs~~. When Qwest constructs to fulfill CLEC's request for ~~unbundled loops, ancillary and finished services-UNEs~~, 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-user customer~~. If Qwest agrees to construct a network element that satisfies the description of a UNE contained in this agreement, that network element shall be deemed a UNE.

9.22 Reserved for Future Use

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 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. Qwest shall not require CLEC to access any UNE Combinations as specified as standard products in Sections 9.23.3.2—9.23.3.7 combinations in conjunction with any other service or element unless specified in this Agreement or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) combination(s) accessed by CLEC except as specified in ~~the~~ this Agreement or required by Existing Rules.

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. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request (BFR) process, or the Special Request Process (SRP), CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission

9.23.1.2.2 In addition to the ~~UNE Combinations~~ combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to ~~provide telecommunications service. Telecommunications Services.~~ UNE Combinations will not be directly connected to a Qwest finished ~~service. 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 as combinations of UNEs, network elements~~ 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 or combined as a working service~~ 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 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (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; 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 this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to CLEC's Interconnection agreement, provided that all UNEs making up the UNE Combination are contained in CLEC's Interconnection agreement. If Qwest develops additional UNE combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a CLEC questionnaire amendment before ordering such products.

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 CLEC carriers 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 to 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~~ "UNE-P POTS": 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,

and Shared Transport and, if desired, all compatible Vertical Features. All the Vertical Switch Features that are technically feasible for POTS are available with UNE-P-POTS. 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~~ "UNE-P-PBX": 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 is comprised of the following unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the Vertical Switch Features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. 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~~ "UNE-P-DSS": 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. All the Vertical Switch Features that are technically feasible for Digital Switched Service are available with UNE-P-DSS. 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~~ "UNE-P-ISDN": ISDN lines are available to CLEC as a UNE Combination. All the Vertical Switch Features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following unbundled network elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.6 ~~UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for Centrex service are available with UNE-P-Centrex, Centrex Common Block and, if desired, the Centrex Features supported by the switch.~~ UNE-P-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 Section 9.23.3.2 of this Agreement.

9.23.3.6.2 Qwest will provide access to Customer Management System ("CMS") (CMS) with UNE-P-Centrex.

9.23.3.7 ~~Enhanced Extended Loop (EEL) -- EEL is a combination of loop~~ Loop and

dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and ~~loop~~ loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. ~~Other~~ In addition, 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~~ 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 customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.~~

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) local service options must exist:

9.23.3.7.2.1 Option 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 Option 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 Option 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 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 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~~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 CLEC continues to satisfy one (1) of the three (3) 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~~Loop/transport combinations as UNEs, conduct an audit to ascertain whether those ~~loop/transport~~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~~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 shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.
- 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.
~~Office-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 (2) consecutive months for which data ~~are~~is available, then the EEL shall be converted to special access or private line rates within thirty (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 thirty ~~(30)~~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 and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 ~~No~~ No private line or other ~~unbundled loop~~ 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~~ 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~~ 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~~ Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this Section ~~9.23.3.3-9.23.3-7.~~ Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations 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~~ 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 combination of ~~loop~~ Loop and dedicated interoffice transport used for the purpose of connecting an end-user customer to a CLEC switch. 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~~ 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>.
<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.

9.23.3.8 Ordering

9.23.3.8.1 ~~EEL-C is currently ordered using an LSR process.~~ Reserved for Future Use

9.23.3.8.2 CLEC will submit EEL-P orders using the ASRLSR process.

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

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

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

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the ~~loop~~ 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.

9.23.3.9.2 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.

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

9.23.3.9.4 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~~. Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 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.

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

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

9.23.3.11.1 UNE-P will include the capability to access long distance service (~~interLATA~~ (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.

9.23.3.11.2 ~~If~~ 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 name, in CLEC's choice of name, or in no name, in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 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~~ this Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (~~"PSAP"~~) (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.

9.23.3.11.5 ~~_____~~ CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for ~~interLATA~~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.

9.23.3.11.6 ~~Feature and interLATA~~ 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.

9.23.3.12 ~~If a retail contract or Tariff agreement exists between Qwest and its retail the end user customer or reseller CLEC wishing to have its service converted to a UNE Combination to be provided by CLEC, utilizing the combination of elements, all applicable Termination Liability Assessment~~CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, 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 and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.13 ~~For installation of new UNE Combinations,~~combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination ~~has~~have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing ~~resold~~resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 ~~CLEC shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to this Agreement. The forecast shall be updated every six months for the first year of the contract and each November CLEC shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.~~Reserved for Future Use

9.23.3.15 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.

9.23.3.16 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.

9.23.3.17 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 shall inform its end user customers that they are end user customers of CLEC. CLEC's end user customers contacting Qwest will be instructed to contact CLEC, and Qwest's end user customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local exchange service; ~~however, unless specifically provided otherwise,~~ nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end user customers who call the other Party.

9.23.3.18 ~~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.~~

~~9.23.3.18.1 Access lines will be measured at the DS0 equivalent level.~~ Reserved for Future Use

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 are contained in 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, contained in Exhibit A.~~

9.23.4.1.2 Nonrecurring charges, if any, 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, if any, are described in 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~~ Miscellaneous Charges and surcharges required of CLEC 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, 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~~ PCAT. The following is a high-level description of the ordering process:

~~9.23.5.1.1 If adopting this SGAT or if CLEC's contract contains sufficient language regarding the UNE's and UNE Combinations, skip to Step 3. 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 If adopting this SGAT or if CLEC's contract contains sufficient language regarding the UNE's and UNE Combinations, skip to Step 3. Step 2: Sign amendment or begin negotiations.~~ Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

9.23.5.1.3 ~~Step 3-1:~~ Complete product questionnaire with account team representative.

9.23.5.1.4 ~~Step 4-2:~~ Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 ~~Step 5-3:~~ Allow ~~3-42-3~~ 3-42-3 weeks from Qwest's receipt of a

completed questionnaire for accurate loading of UNE Combination combination rates to the Qwest billing system.

9.23.5.1.6 ~~Step 6.4:~~ After account team notification, place UNE Combination 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.qwest.com/wholesale/solutions/clecFacility/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. For UNE Combinations with appropriate retail analogs, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to due dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, 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 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations combinations, 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. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas 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.~~ The Parties' obligations and responsibilities for providing and maintaining end-user customer listings information are contained in the Listings and E911/911 Emergency Services for all end-user customers served by UNE Combinations sections of this Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the end-user customer's existing listing(s) be retained upon conversion to unbundled local switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the end-user customer's listing(s) is retained "as is" in Qwest's listings data bases.

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 shall not provide CLEC or Qwest retail personnel 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.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This ~~Section~~ section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to ~~compete~~ compete. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall ~~12.1.3 Qwest shall provide maintenance and repair consistent with the provisions of this Section.~~ provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 ~~CLEC shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The~~ Qwest shall provide electronic interface gateways include both the Interconnect Mediated Access (IMA) for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and the ~~Interconnect Mediated Access (IMA)~~ a Graphical User Interface (GUI).

12.2.1.2 ~~The~~ IMA EDI interface provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is transaction based, rather than batch based. The interface standards for IMA EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards

shall be specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.

12.2.1.3 The IMA GUI also provides GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The IMA GUI interface is shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions

12.2.1.4.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

12.2.1.4.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

12.2.1.5 Forecast of Usage

12.2.1.5.1 CLEC shall supply Qwest with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

12.2.1.5.2 Qwest will use CLEC's forecast to provide CLEC sufficient capacity to provide the services and elements requested. If CLEC exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, CLEC's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. Qwest will attempt to notify CLEC before discontinuing CLEC's use of the IMA GUI or IMA EDI server; however Qwest reserves the right to discontinue use if it is unable to contact CLEC. Reserved for Future Use

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use

12.2.1.5.2 Reserved for Future Use

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecureIDs, CLEC shall use a T1 line instead of dial-up capabilities.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is Qwest shall provide

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a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to Qwest from CLEC. It is CLEC's responsibility to obtain the appropriate software to interface with Qwest's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).

12.2.1.7 Facility Based EDI Listing Process

The Qwest shall provide a Facility Based EDI Listing Process is a single interface from CLEC to Qwest interface to enable CLEC listing data to be translated and passed into the Qwest listing database.. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways for reporting 12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They 12.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

trouble, including an electronic bonding interface and a GUI interface, to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

12.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

12.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

12.2.2.5 Functions

12.2.2.5.1 Maintenance and Repair The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at <http://www.uswest.com/carrier/training/imarepguide.html>.

12.2.3 Hours of Operation

12.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make the interfaces available during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLECs regarding system downtime through mass facsimile email distribution and pop-up windows in the IMA GUI. ~~All referenced times are Mountain Time.~~

~~12.2.3.3~~ ~~The preceding times represent the period of when Qwest commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. Qwest's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide CLEC current repair contact numbers.~~

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC ~~provide more detailed information than the bills.~~ They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for

CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating. ~~The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. ~~The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale; and
- b) Unbundled Switch Port.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region ~~IntraLATA~~~~intraLATA~~ collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

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- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch Port.

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch.

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the ~~Interconnect and Resale Resource Guide~~ PCAT located at http://www.uswest.com/carrier/guides/resource_guides.html.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides ~~Address and Serving Central Office information.~~ address and serving central office information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Modifications to OSS Interfaces

~~CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at <http://www.uswest.com/disclosures/netdisclosure409.html> interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to CLECs or as negotiated during the review session.~~

12.2.6 Change Management

Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transact business. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the CLEC Industry Change Management Process (CICMP). Qwest will provide to CLEC the features list for modifications to the interface. Specifications for interface modifications will be provided to CLEC three weeks prior to the release date. CLEC is required to upgrade to the current release within six months of the installation date.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the ~~New Customer~~CLEC Questionnaire. This questionnaire is

provided by the ~~Qwest account manager and details information needed by Qwest to establish service for CLEC.~~

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

~~12.2.8.1~~ Qwest will support previous ~~IMA~~ EDI releases for six (6) months after the next subsequent ~~IMA~~ EDI release has been deployed.

~~12.2.8.2~~ Qwest will provide

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide ~~12.2.8.3~~ Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

~~12.2.8.4~~ 12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. ~~For each new release a decision will be made for each product as to the necessity of re-certification.~~ Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

~~12.2.8.5~~ CLEC Responsibilities for On-going Support for OSS Interfaces is documented in the next section. 12.2.8.4 Reserved for Future Use.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the ~~IMA~~ GUI interface, CLEC must work with Qwest to train CLEC personnel on the ~~IMA~~ GUI functions that CLEC will be using. Qwest and CLEC shall concur on which ~~IMA~~ GUI functions should be included in CLEC's training. Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the ~~IMA~~ EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing calls. This test will establish the ability of the trading partners to send and receive EDI data effectively. This test verifies the communications between the

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trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment – Qwest is developing a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully. Stand Alone Testing uses test account data. All stand alone test orders are subjected to the same edits as production orders. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI/IMA system edits successfully. Interoperability testing requires the use of valid Qwest data. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these orders as production orders. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using the IMA EDI interface, EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the IMA EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification is required to be certified. Certification is granted only for a specific release of the IMA EDI interface. EDI.

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12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.4.2 For a new software release or upgrade, Qwest will provide CLEC the stand alone testing environment, as set forth in Section 12.2.9.3.2, prior to implementing that release or upgrade in the production environment.

12.2.9.5 New releases of the IMA EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the interoperability test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

~~12.2.9.8~~ Additional information regarding the IMA EDI re-certification process is documented by the CLEC Industry Team in *Converting to a New IMA EDI Release* located in the CICMP web site at <http://www.uswest.com/carrier/bulletins/cicmp.html>.

12.2.9.8 Reserved for Future Use.

12.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic interface trouble.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide assistance ~~to~~for CLEC to understand how to implement and use the ~~OSS functions to which Qwest is providing access~~ all of the available OSS functions. Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include training, documentation, and CLEC Help Desk.

~~12.2.10.2~~ CLEC Help Desk

~~12.2.10.2.1~~ The CLEC Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays. The Help Desk areas are further described below.

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~~12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.~~

~~12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through IMA EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.~~

~~12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.~~

~~12.2.10.3 Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at <http://www.uswest.com/carrier/>.~~

~~12.2.11 Compensation/Cost Recovery~~ **12.2.11 Compensation/Cost Recovery**

~~Recurring and non-recurring startup charges as applicable will be billed as specified by the Commission upon completion of the appropriate Cost Docket hearings. Qwest shall establish rates for any systems charges not included in appropriate cost docket hearings. On an interim basis, recurring and non-recurring~~ On-going and one-time startup charges, as contained in Exhibit A of this Agreement apply. ~~applicable, will be billed at rates set forth in Exhibit A.~~

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to ~~in~~ substantially the same time and manner as that which Qwest provides for itself.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to its end users.

12.3.1.3 Qwest will perform repair service that is equal ~~substantially the same~~ in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (while out on premises dispatches on behalf of CLEC, for example), Qwest will use unbranded forms.

12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

12.3.3 Service interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 ——— Trouble Isolation

~~12.3.4.1 Pursuant to applicable Exchange and Network Services Catalog, Section 43, the applicable exchange and network service catalog, Qwest will bill appropriate Trouble Isolation Charges~~Maintenance of Service Charges, set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

~~12.3.4.2 Other Trouble Isolation Charges~~Maintenance of Service, set forth in Exhibit A, may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's ~~NID~~demarcation point) for CLEC or its end users.

12.3.6 ——— Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

12.3.6.3 Qwest end users are not given test results. On ~~manually reported~~manually reported trouble, Qwest will not provide to CLEC the test results for its trouble reports. For ~~electronically reported~~electronically reported trouble, CLEC may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of unbundled network elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

12.3.7 ——— ~~Workcenter~~Work Center Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 ——— Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of Qwest shall be instructed to report all cases of

trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services. ~~Either Qwest or CLEC may respond with accurate information in answering end user other questions.~~

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages as soon as is practical. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance equal in of substantially the same quality to that which it provides to itself.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A (make sure exact name for charge is listed).

12.3.13.3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.

12.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through ~~IMA or MEDIACC EB~~ the electronic bonding or GUI interfaces provided by Qwest.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals.

12.3.16 Jeopardy Management

12.3.16.1 Notification to CLEC will be given on the same basis that a trouble report interval is likely to be missed.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On ~~manually reported~~ manually reported trouble, Qwest will inform CLEC of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces

12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

12.3.20 Repair Call Handling

12.3.20.1 ~~Manually reported~~ Manually reported repair calls by CLEC to Qwest will be answered with substantially the same quality and speed as Qwest answers calls from its own end users.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and ~~Central Offices~~ central offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN is updated every two weeks.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

