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BEFORE THE ARIZONA CORPORATION COMMISSION

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3 WILLIAM A. MUNDELL
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4 JIM IRVIN
COMMISSIONER

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5 MARC SPITZER
COMMISSIONER

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

DOCKET NO. T-00000A-97-0238

10 QWEST'S NOTICE OF FILING

11 Qwest hereby provides notice of filing the attached Reply Comments of Qwest
12 Communications International Inc. in Support of Consolidated Applications for Authority to
13 Provide In-Region, Interlata Services in Colorado, Idaho, Iowa, Nebraska and North Dakota. On
14 July 29, 2002, Qwest submitted the Reply Comments to the Federal Communications
15 Commission pursuant to the FCC's *Public Notice*, DA 02-1390 (June 13, 2002). Qwest submits
16 the Reply Comments in Arizona in response to the rate issue raised by Eschelon in the final 271
17 workshop on July 30, 2002.

18 RESPECTFULLY SUBMITTED this 31st day of July, 2002.

19 FENNEMORE CRAIG, P.C.

20
21 By: 
22 Timothy Berg
23 Theresa Dwyer
24 3003 North Central Ave., Suite 2600
25 Phoenix, Arizona 85042-2913
(602) 916-5421
(602) 916-5999 (fax)

26 *Attorneys for Qwest Corporation*

1 ORIGINAL and 10 copies of the
2 foregoing hand-delivered for
3 filing this 31st day of July, 2002 to:

3 Docket Control
4 ARIZONA CORPORATION COMMISSION
5 1200 West Washington
6 Phoenix, Arizona 85007

5 COPY of the foregoing hand-delivered
6 this 31st day of July, 2002 to:

7 Maureen A. Scott
8 Legal Division
9 ARIZONA CORPORATION COMMISSION
10 1200 W. Washington St.
11 Phoenix, AZ 85007

10 Ernest G. Johnson, Director
11 Utilities Division
12 ARIZONA CORPORATION COMMISSION
13 1200 W. Washington St.
14 Phoenix, AZ 85007

13 Lyn Farmer, Chief Administrative Law Judge
14 Jane Rodda, Administrative Law Judge
15 Hearing Division
16 ARIZONA CORPORATION COMMISSION
17 1200 W. Washington
18 Phoenix, AZ 85007

16 Caroline Butler
17 Legal Division
18 ARIZONA CORPORATION COMMISSION
19 1200 W. Washington St.
20 Phoenix, AZ 85007

19 COPY of the foregoing mailed
20 this 31st day of July, 2002 to:

21 Eric S. Heath
22 SPRINT COMMUNICATIONS CO.
23 100 Spear Street, Suite 930
24 San Francisco, CA 94105

23 Thomas Campbell
24 LEWIS & ROCA
25 40 N. Central Avenue
26 Phoenix, AZ 85004

26

- 1 Joan S. Burke
OSBORN MALEDON, P.A.
2 2929 N. Central Ave., 21st Floor
PO Box 36379
3 Phoenix, AZ 85067-6379

- 4 Thomas F. Dixon
WORLD COM, INC.
5 707 N. 17th Street #3900
Denver, CO 80202

- 6 Scott S. Wakefield
7 RUCO
1110 West Washington, Suite 220
8 Phoenix, AZ 85007

- 9 Michael M. Grant
Todd C. Wiley
10 GALLAGHER & KENNEDY
2575 E. Camelback Road
11 Phoenix, AZ 85016-9225

- 12 Michael Patten
ROSHKA, HEYMAN & DEWULF
13 400 E. Van Buren, Ste. 900
Phoenix, AZ 85004-3906

- 14 Bradley S. Carroll
15 COX COMMUNICATIONS
20402 North 29th Avenue
16 Phoenix, AZ 85027-3148

- 17 Daniel Waggoner
DAVIS, WRIGHT & TREMAINE
18 2600 Century Square
1501 Fourth Avenue
19 Seattle, WA 98101

- 20 Traci Grundon
DAVIS, WRIGHT & TREMAINE
21 1300 S.W. Fifth Avenue
Portland, OR 97201

- 22 Richard S. Wolters
23 Maria Arias-Chapleau
AT&T Law Department
24 1875 Lawrence Street, #1575
Denver, CO 80202

- 25
26

1 Gregory Hoffman
AT&T
2 795 Folsom Street, Room 2159
San Francisco, CA 94107-1243
3
4 David Kaufman
E.SPIRE COMMUNICATIONS, INC.
343 W. Manhattan Street
5 Santa Fe, NM 87501
6 Diane Bacon, Legislative Director
COMMUNICATIONS WORKERS OF AMERICA
7 5818 N. 7th St., Ste. 206
Phoenix, AZ 85014-5811
8
9 Philip A. Doherty
545 S. Prospect Street, Ste. 22
Burlington, VT 05401
10
11 W. Hagood Bellinger
5312 Trowbridge Drive
Dunwoody, GA 30338
12
13 Joyce Hundley
U.S. DEPARTMENT OF JUSTICE
Antitrust Division
14 1401 H Street N.W. #8000
Washington, DC 20530
15
16 Andrew O. Isar
TELECOMMUNICATIONS RESELLERS ASSOC.
4312 92nd Avenue, NW
17 Gig Harbor, WA 98335
18 Raymond S. Heyman
ROSHKA, HEYMAN & DEWULF
19 400 N. Van Buren, Ste. 800
Phoenix, AZ 85004-3906
20
21 Thomas L. Mumaw
SNELL & WILMER
One Arizona Center
22 Phoenix, AZ 85004-0001
23 Charles Kallenbach
AMERICAN COMMUNICATIONS SVCS, INC.
24 131 National Business Parkway
Annapolis Junction, MD 20701
25
26

- 1 Mike Allentoff
GLOBAL CROSSING SERVICES, INC.
2 1080 Pittsford Victor Road
Pittsford, NY 14534
- 3
4 Andrea Harris, Senior Manager
ALLEGIANCE TELECOM INC OF ARIZONA
2101 Webster, Ste. 1580
5 Oakland, CA 94612
- 6 Gary L. Lane, Esq.
6902 East 1st Street, Suite 201
7 Scottsdale, AZ 85251
- 8 Kevin Chapman
SBC TELECOM, INC.
9 300 Convent Street, Room 13-Q-40
San Antonio, TX 78205
- 10
11 M. Andrew Andrade
TESS COMMUNICATIONS, INC.
5261 S. Quebec Street, Ste. 150
12 Greenwood Village, CO 80111
- 13 Richard Sampson
Z-TEL COMMUNICATIONS, INC.
14 601 S. Harbour Island, Ste. 220
Tampa, FL 33602
- 15
16 Megan Doberneck
COVAD COMMUNICATIONS COMPANY
7901 Lowry Boulevard
17 Denver, CO 80230
- 18 Richard P. Kolb
Vice President of Regulatory Affairs
19 ONE POINT COMMUNICATIONS
Two Conway Park
20 150 Field Drive, Ste. 300
Lake Forest, IL 60045
- 21
22 Janet Napolitano, Attorney General
OFFICE OF THE ATTORNEY GENERAL
1275 West Washington
23 Phoenix, AZ 85007
- 24 Steven J. Duffy
RIDGE & ISAACSON, P.C.
25 3101 North Central Ave., Ste. 1090
Phoenix, AZ 85012
- 26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Teresa Tan
WorldCom, Inc.
201 Spear Street, 9th Floor
San Francisco, CA 94105

Karen Clauson
ESCHELON TELECOM
730 Second Avenue South, Ste. 1200
Minneapolis, MN 55402

Curt Huttzell
State Government Affairs
Electric Lightwave, Inc.
4 Triad Center, Suite 200
Salt Lake City, UT 84180

Sarah Smith

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
)
Qwest Communications) **WC Docket No. 02-148**
International Inc.)
)
Consolidated Application for Authority)
to Provide In-Region, InterLATA Services in)
Colorado, Idaho, Iowa, Nebraska)
and North Dakota)

To: The Commission

**REPLY COMMENTS OF
QWEST COMMUNICATIONS INTERNATIONAL INC.
IN SUPPORT OF CONSOLIDATED APPLICATION
FOR AUTHORITY TO PROVIDE IN-REGION, INTERLATA SERVICES IN
COLORADO, IDAHO, IOWA, NEBRASKA AND NORTH DAKOTA**

R. Steven Davis
Dan L. Poole
Andrew D. Crain
John L. Munn
Lynn A. Stang

Qwest Communications
International Inc.
1801 California Street
Suite 4700
Denver, CO 80202
303-896-2794

Peter A. Rohrbach
Mace J. Rosenstein
Linda L. Oliver
David L. Sieradzki

Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street NW
Washington, DC 20004
202-637-5600

Counsel for Qwest Communications
International Inc.

July 29, 2002

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QWEST COMMUNICATIONS INTERNATIONAL INC.
IN SUPPORT OF CONSOLIDATED APPLICATION
FOR AUTHORITY TO PROVIDE IN-REGION, INTERLATA SERVICES IN
COLORADO, IDAHO, IOWA, NEBRASKA AND NORTH DAKOTA**

Pursuant to the Commission's *Public Notice*, DA 02-1390 (June 13, 2002), Qwest Communications International Inc. hereby submits its Reply Comments in the captioned proceeding.

I. INTRODUCTION AND SUMMARY: GRANT OF QWEST'S APPLICATION IS SUPPORTED BY THE RECORD AND COMMISSION PRECEDENT

Qwest's Application provides compelling evidence that Qwest has satisfied the requirements of Section 271 in Colorado, Idaho, Iowa, Nebraska and North Dakota. Each of the five State Authorities agrees, and, in its respective consultative report filed in this docket, supports grant of the Application.

Comments filed in opposition to Qwest's interLATA reentry are few; more importantly, as shown below, they fail to establish any basis under the Act or Commission precedent for denial of Qwest's Application. Stripped of their rhetoric, comments such as those

of AT&T, WorldCom and Covad are little more than a half-hearted – if full-throated – rehash of arguments fully considered, and rejected, by the State Authorities in the course of their comprehensive Section 271 proceedings. Others, such as those of Touch America, Sprint and the Payphone Providers, attempt to bootstrap Commission consideration of issues that are beyond the ambit of Section 271 or already are the subject of Commission consideration in other, appropriate proceedings. Still other commenters, such as Vanion, Eschelon and OneEighty, offer up anecdotal evidence that both on its face and when viewed in the light of Commission precedent does not warrant a finding of noncompliance with any element of the Section 271 analysis.

A. Each of the State Authorities has Concluded that Qwest has Satisfied the Requirements of Section 271 and Each has Reaffirmed its Support for Qwest's Application

After years of rigorous factfinding and analysis that the CPUC called “the epitome of collaborative, open decision making,” CPUC Evaluation at 9, each of the State Authorities has determined that Qwest has satisfied the requirements of Section 271. Each has concluded that the local market in, respectively, Colorado, Idaho, Iowa, Nebraska and North Dakota is “fully and irreversibly open to competition.” Each has reaffirmed its support of Qwest's Application and urged this Commission to authorize Qwest to provide interLATA services in its state. The State Authorities found, for example, that:

- Qwest's SGAT is “the most thorough . . . in the country.” CPUC Evaluation at 2.
- Qwest's OSS test was “the most rigorous and comprehensive test conducted to date of a Bell Operating Company (BOC).” *Id.* at 2. *See also* IPUC Consultation at 5-6 (active participation of IPUC staff in all

aspects of the regional third party test of Qwest's OSS "ensured that the testing addressed Idaho specific conditions and concerns"). 1/

- A "long and arduous" data reconciliation process has "resulted in all interested observers being assured that Qwest's performance reporting is accurate and reliable." IUB Consultation and Evaluation at 17. *See also* NDPSC First Comments at 11 ("Qwest's audited and reconciled performance results demonstrate that the NDPSC can rely on Qwest's performance data to evaluate whether Qwest satisfies Section 271 of the Act.").
- "CLECs have had - and shall continue to have - substantial opportunities for meaningful input into the design and operation of Qwest's change management process." NPSC Comments at 6.
- Qwest has implemented "the most potent and meaningful performance assurance plan (PAP) yet required of a BOC." CPUC Evaluation at 3.

Meanwhile, the Department of Justice - subject, of course, to this Commission's independent evaluation - also "recommends that the FCC approve Qwest's Application." DOJ Evaluation at 33.

Individually and collectively, these endorsements by the expert agencies whose views are to be accorded "substantial weight" in the Section 271 calculus 2/ constitute additional compelling evidence that Qwest has satisfied the requirements of the Act and that its Application should be granted.

1/ *See also* DOJ Evaluation at 7 ("No CLEC has alleged that the regional approach was inappropriate, or that the underlying OSS are too dissimilar to permit such an overall evaluation.").

2/ *See* 47 U.S.C. § 271(d)(2)(A) (directing Commission to "give substantial weight to the Attorney General's evaluation"); *New York 271 Order*, 15 FCC Rcd ¶¶ 6-13, 20 (Commission will accord "substantial weight" to state evaluations that are based on rigorous underlying proceedings).

B. The Totality of the Evidence and Section 271 Precedent Mandate Grant of Qwest's Application

The State Authorities and the Justice Department have concluded that Qwest's Application should be granted on the basis of a comprehensive record that, significantly, reflects "prodigious and diffuse pleading to the contrary." CPUC Evaluation at 4. Nevertheless, undeterred by the weight of the evidence and the State Authorities' unanimous conclusions, certain commenters have redoubled their efforts to discredit Qwest's satisfaction of the requirements of Section 271 by either misstating the law, mischaracterizing the record, or both.

Foremost among them is AT&T, whose allegations all too often are based on a highly selective use of – or complete disregard for - the record evidence. 3/ A few examples will suffice:

- AT&T does not - and cannot - rely on orders issued by the State Authorities in support of its opposition to Qwest' Application, citing instead the preliminary recommendations of an administrative law judge in Minnesota - a state not included in this Application - which in any case have not been adopted by the Minnesota Commission.

The fact is that each of the State Authorities, in multiple, iterative decisions, has concluded that Qwest has satisfied all the requirements of Section 271. 4/

- AT&T contends, citing Qwest's white pages listings data, that "CLECs have managed to gain just 41 UNE-based [*sic*] residential lines" in Idaho and "just 115 such lines" in North Dakota." AT&T Comments at n. 437.

3/ "The stridency of AT&T's arguments and the vehemence and promiscuity of its adverbs" have been noted by at least one of the State Authorities in the course of the proceedings below, as has its propensity to conflate its private business interest with the public interest. *CPUC Hearing Commissioner Order Denying Motion To Modify Order on Staff Volume VII Report* at 6, 15.

4/ *See id.* at 5 (denying AT&T's request that a Hearing Commissioner order be modified by incorporation of the Minnesota ALJ's recommendations); *see also* IPUC Consultation at 6-11 (restating, and in each case rejecting, AT&T's allegations regarding the adequacy of the third party test of Qwest's OSS).

The fact is that Qwest never suggested that the figures discussed in its Application constituted the entire universe of residential UNE-P. To the contrary, Qwest made clear that figures derived from white pages listings represented only a fraction of UNE-P lines. 5/

- AT&T claims that Qwest impermissibly seeks to expand the scope of the Commission’s switching “carve-out” by counting lines on a per-customer basis instead of a per-location basis. AT&T Comments at 95-98.

The fact is that, notwithstanding how lines are counted for purposes of the switching carve-out, Qwest’s current policy is to provide access to unbundled switching at UNE rates in all cases, even where it is not obligated to do so under FCC rules. Qwest’s Application made this clear. See Simpson/Stewart Switching Decl. ¶ 19 n.27.

- AT&T complains that Qwest’s Compliance Oversight Team is a “discriminatory” means by which QCC can secure new products, services or information from QC that are not available to other interexchange carriers. AT&T Comments at 114.

The fact is that the Compliance Oversight Team demonstrably constitutes an additional layer of insulation between QC and QCC by ensuring that all goods, services, facilities and information provided by QC to QCC are reduced to writing, disclosed and made available to unaffiliated entities, and priced according to the requirements of Section 272(b)(5). Qwest Br. at 171; Schwartz Decl. ¶¶ 78-79, 81-83.

As discussed in detail below, other commenters show a similar lack of restraint in their use – or misuse – of the record. But the law is clear: “When considering commenters’ filings in opposition to the BOC’s application,” the Commission looks “for evidence that the BOC’s *policies, procedures, or capabilities* preclude it from satisfying the requirements of the checklist item. Mere unsupported evidence in opposition will not suffice.” *Texas 271 Order*, 15 FCC Rcd at 18375 ¶ 50 (emphasis added).

^{5/} See Teitzel Decl. at 24 (“CLEC white pages listings totals understate the actual number of CLEC access lines in service” precisely because “many access lines are not listed in the white pages”).

Furthermore, as the Commission has stated on more than one occasion, the determination of a BOC's satisfaction of the requirements of Section 271 ultimately is "a judgment we must make based on our expertise in promoting competition in local markets and in telecommunications regulation generally." *Kansas/Oklahoma 271 Order* ¶ 29; *see also Texas 271 Order*, 15 FCC Rcd at 18374 ¶ 46; *New York 271 Order*, 15 FCC Rcd at 3972 ¶ 46. The Commission expressly has eschewed the delineation of "specific objective criteria" for satisfaction of Section 271; to the contrary, because the Commission has concluded that it can meaningfully evaluate a Section 271 application only on the basis of "an analysis of specific facts and circumstances," it examines "each application on a case-by-case basis and consider[s] the totality of the circumstances, including the origin and quality of the information before us, to determine whether the nondiscrimination requirements of the Act are met." *Kansas/Oklahoma 271 Order* ¶ 29.

The comprehensive record here reflects several years, hundreds of millions of dollars, and the work of thousands of people to open the Qwest local markets. That record has been endorsed by the State Authorities and deemed sufficient by the Department of Justice. The Commission now should take the final step, and grant Qwest's Application.

II. THE RECORD DEMONSTRATES THAT LOCAL COMPETITION IS FLOURISHING IN EACH OF THE APPLICATION STATES

The Commission has made clear that Track A is satisfied so long as a BOC can show in each state that at least one predominantly facilities-based CLEC is "an actual commercial alternative" to the BOC – which can be done by demonstrating that the CLEC serves "more than a *de minimis* number" of subscribers. ^{6/}

^{6/} See *New Jersey 271 Order* at ¶ 10; *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6257 ¶ 42; *Michigan 271 Order*, 12 FCC Rcd at 20585 ¶ 78. In New Jersey, a CLEC serving no more

Qwest has demonstrated that CLECs are providing service predominantly over their own facilities to more than a *de minimis* number of both residential and business customers in each of the application states, and that the Track A requirements therefore have been satisfied. ^{7/} See Qwest Br. at 14-20; see also Teitzel Declaration at 9-29. Even in Idaho, where CLEC market share for residential services is lower than in the other four application states, at least three predominantly facilities-based carriers – Project Mutual Telephone Company, McLeodUSA and CTC Telecom ^{8/} – are actual commercial alternatives to Qwest, providing service to residential end users at more than *de minimis* levels. ^{9/} See Exhibit DLT-Track A/PI-ID-1.

than 733 residential access lines was deemed to satisfy the *de minimis* standard. See *New Jersey 271 Order* ¶¶ 11–13, n.33 & n.41. A CLEC serving no more than 345 residential lines satisfied the standard in Vermont. See *Vermont 271 Order* ¶¶ 11–12; see also *DOJ Vermont Evaluation* at 5 & n.19.

^{7/} Access line and E-911 information associated with Independent LECs serving customers outside Qwest's service territory has been excluded from Qwest's data. Data associated with CLECs serving customers in Independent LEC service territory also were excluded. See generally Qwest July 9 Ex Parte.

^{8/} Project Mutual Telephone Company serves both residential and business customers in Burley, Idaho, exclusively *via* its own facilities. McLeodUSA is a predominantly facilities-based CLEC serving residential and business customers in various communities in Idaho *via* a combination of its own facilities, stand-alone UNE loops, UNE-Platform and resale. CTC Telecom, Inc., is a facilities-based CLEC subsidiary of Cambridge Telephone, an Independent LEC, serving a primarily residential subdivision in Eagle, Idaho. This community is in the greater Boise area and is within Qwest's Idaho service territory. See generally Qwest July 9 Ex Parte.

^{9/} No commenter has questioned that there is ample competition for business customers. Although, as discussed above, some commenters have alleged that Qwest has failed adequately to open the market to competition for residential services, CLECs serving business customers use precisely the same systems, processes and wholesale rates as those offered to CLECs serving residential customers. These commenters would have the Commission believe that Qwest has fully opened the market to competition for its profitable business customers but, at the same time, has kept the less profitable residential market closed. Of course, this simply is not the case - nor is it possible.

Despite the claims of some commenters that CLEC market shares in the application states are inadequate to support approval under Section 271 (Sprint Comments at 10; AT&T Comments at 133-137; Integra Comments at 7-8), the Commission repeatedly has “specifically declined to require any particular level of market penetration.” ^{10/} Moreover, the percentage of lines served by CLECs in each of the application states is consistent with the penetration rates in other states in which the Commission has granted Section 271 approval. ^{11/} See Qwest Br. at 176-77; Teitzel Declaration at 35-37.

Sprint, meanwhile, contends that “Qwest’s methodology [for estimating CLEC market share] improperly inflates the CLECs’ line estimates by including CLECs’ high speed data lines and local lines which are not used for competitive local service” Sprint Comments at 11. Sprint asserts that it “does not compete with Qwest for local voice telephone service” and “suspects” that the data Qwest attributes to Sprint-affiliated entities are “primarily” used for Dial IP service and “some” DSL. *Id.* at 12. ^{12/} Sprint’s “suspicions” are beside the

^{10/} See, e.g., *New Jersey 271 Order* ¶¶ 10, 13; *Ameritech Michigan Order*, 12 FCC Rcd at 20585 ¶ 77. The Court of Appeals for the D.C. Circuit has affirmed that the Act “imposes no volume requirements for satisfaction of Track A.” *Sprint v. FCC*, 274 F.3d at 553-54; see also *SBC Communications Inc. v. FCC*, 138 F.3d at 416 (“Track A does not indicate just how much competition a provider must offer in either the business or residential markets before it is deemed a ‘competing’ provider.”).

^{11/} AT&T’s comparison (AT&T Comments at 136) of the *absolute* numbers of CLEC lines in North Dakota and Idaho to the *absolute* numbers in New York, Pennsylvania, and Massachusetts is specious. AT&T’s three comparison states have between ten and thirty times the population of North Dakota, and between five and fifteen times the population of Idaho. See United States Census Bureau, Ranking Tables for States: Population in 2000 and Population Change from 1990 to 2000 (PHC-T-2). That North Dakota and Idaho have smaller absolute numbers of CLEC lines than the significantly more populous comparison states is hardly surprising.

^{12/} Notwithstanding Sprint’s description of its activities, Qwest notes that Sprint has *self*-reported residential and business access lines to the Colorado E-911 and white page listings databases. See Teitzel Declaration, Exhibit DLT-Track A/PI-CO-1.

point. Regardless of how Sprint's customers use their access lines - that is, whether they connect a telephone to them and use them for voice, or connect a modem and use them for IP dial-up service - Sprint and Qwest are directly competing to provide the same product: a two-way, voice-grade retail access line. How Sprint packages that line does not change what it is, or the fact that it is a competitive substitute for a Qwest two-way voice-grade retail access line. The Commission's Section 271 orders have never suggested that an applicant must adjust its CLEC retail access line data to reflect the type of traffic the end user may be sending over (or the type of equipment that may be connected to) the line at any given moment, especially since the same access line can be used for both voice and data at different times during the same day.

Sprint also asserts that Qwest is "double counting" access lines by reporting access line estimates based on interconnection trunks and resold lines. Sprint Comments at 12-13. But, because interconnection trunks are used by CLECs only in conjunction with stand-alone unbundled loops and CLEC-owned lines served *via* a CLEC's switch, in order to estimate the total number of CLEC access lines it is necessary to look separately to the number of resale lines served by CLECs -- as well as the number of UNE-P lines in service -- that remain resident in a Qwest switch. *See* Teitzel Declaration ¶¶ 39. There is no "double counting" because interconnection trunks are not used to provide resale (or UNE-P) service.

The Track A requirements have been satisfied in Colorado, Idaho, Iowa, Nebraska and North Dakota because, in each state, CLECs are providing service predominantly over their own facilities to more than a *de minimis* number of both residential and business customers. No commenter has offered any evidence to refute this conclusion.

III. QWEST'S PERFORMANCE MEASURES AND DATA ARE ACCURATE AND RELIABLE

A. Independent Reviews Verified That Qwest's Performance Data Is Accurate and Reliable

Over the last two years, Qwest's performance has been scrutinized beyond that experienced by any other BOC. Liberty Consulting and CapGemini audited Qwest's performance tracking and reporting processes and found them reliable, and Liberty and KPMG validated Qwest's performance results in data reconciliation. The facts support their conclusions. Nonetheless, AT&T and Covad contend that Qwest's performance data is unreliable. *See* AT&T Comments at 46-48; Covad Comments at 42-45. In prior Section 271 orders, the Commission rejected similar attacks on the reliability of performance data.

In the *Georgia/Louisiana* proceeding, commenters raised many of the same points raised here. Specifically, the commenters asserted that:

A number of metrics were not calculated properly; the metric data is not an accurate representation of BellSouth's performance; BellSouth's metric data is not provided in a manner that allows competing carriers to readily verify whether BellSouth's performance is meeting established standards; . . . and the lack of a completed audit, and the problems found by KPMG in its Georgia and Florida audits of BellSouth's metric data, demonstrate that the data is unreliable.

Georgia/Louisiana 271 Order at ¶ 17 (citations omitted). The Department of Justice also expressed concerns about "the reliability and accuracy of BellSouth's data." *Id.*

The Commission disagreed. "In view of the extensive third-party auditing, the internal and external data controls, the open and collaborative nature of metric workshops . . . , the availability of raw performance data, BellSouth's readiness to engage in data reconciliations, and the oversight of the [state] Commissions, we are persuaded that, as a general matter

BellSouth's performance metric data is accurate, reliable, and useful." *Id.* at ¶ 19. The same reasoning applies here. Indeed, Qwest's case is even stronger.

None of the BellSouth audits were complete at the time the Commission issued its ruling, and certain exceptions were unresolved." *Id.* at ¶ 16. In contrast, both of Qwest's performance measure audits are complete, and there are no open issues. BellSouth expressed a willingness to undergo data reconciliation. Qwest, on the other hand, participated in a thorough data reconciliation process, and Liberty Consulting closed every exception and observation report that it issued. The Department of Justice did not express any concerns about the accuracy of Qwest's performance data in its comments.

For these reasons, the Commission should reject the allegation that Qwest's performance results are not reliable. Qwest's commercial data is "sufficiently reliable for purposes of conducting [a] section 271 analysis." *Id.* ¶ 20.

1. The Performance Measurement Audits Validated Qwest's Data Collection Processes for all PIDs

AT&T's only criticism of the Performance Measurement Audits ("PMAs") is that they did not validate the accuracy of Qwest's raw data. The simple answer is that Liberty addressed the accuracy of raw inputs in data reconciliation, which is discussed below.

Moreover, in prior Section 271 decisions the Commission has not required auditing of raw data inputs. In the *New York* and *Texas* Section 271 orders, the Commission relied on evidence like the audits in this proceeding and found that commercial performance data was accurate and reliable. In the *New York* decision, the Commission noted that each performance metric had a clearly articulated definition, which set forth the manner in which the data was collected, and would "help to ensure that the reporting mechanism provides a benchmark against which new entrants and regulators can measure performance over time to

detect and correct any degradation of service rendered to new entrants.” *New York 271 Order*

¶ 438. The New York commission, like the auditors in this case, “independently replicated Bell Atlantic’s performance reports from raw data submitted by Bell Atlantic.” *Id.* ¶ 442. The FCC found that these facts, and a “forum for ongoing modification and improvement of performance results,” provided the requisite indicia of reliability. *Id.* at ¶ 438.

The *Texas* order was based on virtually identical evidence. The Commission required only that “the raw data be stored in a secure, stable and auditable file.” SBC also relied upon the fact that Telcordia had “verified” its “data collection methods and procedures” and “confirmed that SBC collects and reports data in a manner consistent with state approved business rules.” *Id.* ¶ 429.

The Liberty and CapGemini PMAs meet those standards. They validated that Qwest tracks performance data in conformance with the negotiated PIDs, analyzed data to “verify the complete and accurate functioning of the data capture, security, processing, analysis, and reporting processes audited,” and performed independent calculations to “corroborate the adequacy of processes that measure performance against explicit standards.” *See* Attachment 5, Appendix D, Liberty PMA Final Report at 1 (September 25, 2001).

The Liberty PMA also recommended ongoing review and audit of the PIDs to ensure that Qwest’s performance data remains accurate and reliable. *Id.* at 135-144. That led to the development of provisions in Qwest’s performance assurance plans requiring six-month reviews of performance and ongoing audits and data reconciliation. In addition, the parties are negotiating a long term PID administration plan to be administered by the ROC. These independent reviews provide guarantee that Qwest’s performance data is, and will remain, reliable.

2. Data Reconciliation Confirmed Once And For All That Qwest's Performance Data Is Accurate and Reliable.

Unlike other BOCs, Qwest requested data reconciliation to validate that its raw data inputs and performance reporting processes are accurate and reliable. Nonetheless, AT&T and Covad complain that the reconciliation did not go far enough.

AT&T's first complaint, that the data reconciliation was "limited in scope," is nonsense. AT&T Comments at 47. The CLECs, not Qwest, selected the metrics, products, and states to be reviewed in data reconciliation. AT&T itself proposed that data reconciliation should begin with a CLEC identifying "the particular performance measurement in question and the evidence that lead the CLEC to conclude that a discrepancy exists," and Liberty agreed to AT&T's proposal. *See* Attachment 5, Appendix D, Liberty Final Report on Data Reconciliation at 4 (April 19, 2002).

AT&T also complains that Liberty reconciled performance data that is now a year old. AT&T Comments at 47. The reconciliation effort began in early September 2001, just after Qwest had released its July 2001 performance data. Thus, the reconciliation was based on the most current data available at the time. The reconciliation process took roughly eight months to complete. If the parties attempted to reconcile more recent data, the process would take months to complete, and AT&T would again complain about stale data. This creates a Catch-22 problem. As a commissioner from Nebraska noted, "Isn't it fair to say that if we kept going to the most recent information, . . . there would be no end to the process, period, ever?" March 11, 2002 Nebraska Transcript at 85.

AT&T's desire for military style testing raises similar problems. AT&T Comments at 47. To achieve that end, after Qwest fixed a problem identified in data reconciliation, the parties would have to wait several months to develop a new data sample to

assess whether the fix worked. Liberty, in turn, would have to conduct another round of reconciliation. If any continuing or new problems were discovered, the parties would have to start the process all over again. This approach would result in a never ending, and unnecessary, cycle of data reconciliation as a prerequisite to Section 271 approval.

Liberty carefully reviewed the remedial measures Qwest implemented before closing the one exception and 13 observation reports issued in data reconciliation. Seven of these reports related to “process or system-type matters.” Liberty verified that Qwest corrected these errors through “computer programming or revised data collection methods.” ^{13/} The other observations arose, at least in part, from slight incidences of human error. As to each of these observations, Liberty reviewed Qwest’s training materials, conducted interviews of Qwest employees, and used its own professional judgment in finding that Qwest’s corrective actions would resolve any problems. ^{14/} “[N]one of the human-error issues . . . caused Liberty to believe that Qwest’s current performance reporting could not be relied upon as a measure of Qwest’s actual performance.” *Id.* at 9. Liberty also concluded that Qwest “has reasonable processes in place to self-check its performance reporting and to correct problems found.” *Id.*

AT&T also asserts that Liberty improperly “placed the burden [of proof] on the CLECs to prove that Qwest’s data were inaccurate.” AT&T Comments at 47. Liberty’s final report dealt with this allegation head-on, and Liberty concluded that any arguments related to an

^{13/} Liberty Final Report on Data Reconciliation at 8. *See also id.* at 10-11 (Exception 1046 and Observations 1026, 1027), 12 (Observations 1029, 1030), 17 (Observation 1035), 19 (Observation 1038).

^{14/} *Id.* at 8-9. *See also id.* at 11-12 (Observation 1028), 13-16 (Observations 1031-34), 16-19 (Observations 1036-37). The details of these observation reports, and Liberty’s decisions to close them, are addressed in the Reply Declaration of Michael Williams ¶¶ 25-32.

improper study objective should be brushed aside. Liberty Final Report on Data Reconciliation at 3-4.

In sum, Qwest's performance data are "sufficiently reliable for purposes of conducting [a] section 271 analysis." *Georgia/Louisiana 271 Order* ¶ 20.

B. Qwest Accurately Processes Orders Handled Manually

AT&T, WorldCom, and Covad allege that Qwest makes errors on 15% of orders that it processes manually. AT&T Comments at 42; WorldCom Comments at 12; Covad Comments at 40. This argument is based on improper extrapolation from a sample of only 76 disparate sub-sets of orders reviewed by KMPG. Qwest's audited and reconciled performance results show that it can and does timely provision orders requiring manual handling.

In the data reconciliation effort, Liberty analyzed over 10,000 unbundled loop and interconnection trunk orders and unbundled loop repair tickets. Virtually all of these orders had a manual processing component. Liberty issued seven observations that involved slight incidences of human error. These observations showed that Qwest's rate of human error was well below 15%, was within the zone of reasonableness one would expect for humans, and often skewed the results in favor of CLECs. *See Williams Reply Decl.* ¶ 36. More importantly, none of the commenters adduced any evidence that these human errors actually caused harm to CLECs by delaying an order or otherwise making it difficult for CLECs to process orders. 15/

15/ See Covad Comments at 40-41; AT&T Comments at 41-42; WorldCom Comments at 10-11. AT&T asserts that manual processing "by nature, increases the likelihood of delays and errors in provisioning," but does not show any examples of discriminatory delays caused by human errors. AT&T Comments at 41.

C. Qwest's Commercial Performance Meets the Standards Established by the PIDs

At this point, the record includes six months of relevant commercial performance data, from January through June 2002, for each of the application states. ^{16/} The results over that period unequivocally show that Qwest is providing interconnection and access to network elements on a nondiscriminatory basis.

Although commenters raised concerns about isolated instances in which Qwest failed to achieve the performance standard under a few metrics for a few products, they ignored the standard of review applied to commercial performance. For example, Covad focused on line sharing repairs, which account for a tiny fraction of CLEC unbundled loop activity, but completely ignored Qwest's overall loop performance. Covad Comments at 31-34. The Commission has repeatedly held that, for each checklist item, it reviews "the performance demonstrated by all the measurements as a whole. Accordingly, a disparity in performance for one measure, by itself, may not provide a basis for finding noncompliance with the checklist." *New Jersey 271 Order*, App. C ¶ 9. When viewed under that standard, Qwest's performance results are more than satisfactory.

Item 1 - Interconnection. None of the commenters raised any specific concerns about Qwest's commercial performance with regard to interconnection or collocation. This is hardly surprising. For example, for interconnection, Qwest met every performance standard in Colorado and North Dakota during the entire six-month period. Williams Reply Decl. ¶ 40. In Nebraska, Qwest failed to achieve parity under metric MR-6, the mean repair interval, in April,

^{16/} Qwest included the results for January through April in Attachment 5, Appendix D to its Application. Qwest submitted the results for May and June in ex partes filed on July 2 and 23, respectively. Performance in each month is relevant because it occurred before comments were due on July 3, 2002. See, e.g., *Maine 271 Order* ¶ 8 n.19.

but there were only two CLEC repairs in that month. Qwest met every other performance standard in Nebraska in every other month. *Id.* The only performance standards that Qwest missed more than once in any state were MR-6 in Idaho, where Qwest achieved parity in the last three months, and MR-8 in Iowa and Idaho, where the 6-month average CLEC trouble rates were only 0.03%. *Id.* Call blockage on interconnection trunks was virtually nonexistent in every state. *Id.*

For collocation, Qwest's track record is perfect. Whenever it had data to report, Qwest met the performance standards for collocation forecasts and installations in every month in each state. *Id.*

Item 2 - OSS. Qwest's performance with regard to gateway availability, pre-order response times, LSR rejection notice intervals, timely firm order confirmations, work completion notifications, LSR accountability, timely release notifications, and stand-alone test environment accuracy has been impeccable. With one minor exception, Qwest did not miss any performance standard more than once in the last six months, in any state, for these services. 17/

Commenters ignored that performance and focused instead on reject rates, flow-through, jeopardy notices, and billing. *See, e.g.,* AT&T Comments at 40-46; WorldCom Comments at 12-15, 17-19. With regard to rejection notices under diagnostic metric PO-4, AT&T asserts that Qwest's systems reject nearly one-third of all orders submitted electronically, but ignores that many orders are properly rejected due to CLEC errors. AT&T Comments at 41. Several CLECs have reject rates in the 7-17% range for orders that were auto-rejected, which

17/ *Id.* at 42. The lone exception was PO-6B, work completion notification timeliness. Qwest missed the six hour benchmark for that metric three times in Iowa and North Dakota, but met the benchmark in the last three months (April-June) in each state. Moreover, the 6-month CLEC average was well below the benchmark in North Dakota, and only three minutes above the benchmark in Iowa.

demonstrates that Qwest's systems are capable of processing correct orders. 18/ AT&T makes no attempt to quantify the alleged adverse effect of improper rejection notices, and relies instead on an assertion that rejections delay provisioning and increase CLEC costs. AT&T Comments at 41 and Finnegan Decl. at ¶ 134. Bald assertions do not rebut Qwest's prima facie showing of compliance with Section 271. Moreover, Qwest met the 18-second benchmark for issuing auto-rejects in every state in each of the last six months, with average intervals of less than 10 minutes. Williams Reply Decl. ¶ 44. Because Qwest notifies CLECs of errors almost immediately, it is highly unlikely that rejection notices significantly delay provisioning for properly submitted orders.

Commenters also complained about Qwest's flow-through rates under diagnostic metric PO-2A. AT&T Comments at 41; WorldCom Comments at 11. The commenters ignored that, in prior Section 271 orders, the Commission has placed little weight on flow-through, particularly when, as in this case, the BOC "demonstrates that it provides timely order confirmation and reject notices." *Georgia/Louisiana 271 Order* ¶ 143. The commenters also ignored that the Commission has consistently acknowledged that CLECs affect flow-through rates, and has looked at individual CLEC results to determine whether a BOC's systems are capable of flowing through orders. *Id.* at ¶ 145. In the application states, individual CLECs have achieved overall flow-through rates in the range of 70-90%. 19/

18/ See July 17, 2002 Qwest confidential ex parte, which shows results for individual CLECs under metrics PO-4A (GUI interface) and PO-4B (EDI interface) from January through April.

19/ See July 17, 2002, Qwest confidential ex parte showing results for individual CLECs under metrics PO-2A-1 (GUI interface) and PO-2A-2 (EDI interface) from January through April. See also July 29, 2002, Qwest ex parte showing results for individual CLECs under PO-2A in June.

Finally, the commenters ignored that the Commission places more emphasis on results under the “achieved flow-through measure,” in this case, PO-2B. *New Jersey Section 271 Order* ¶ 132. Qwest’s performance under PO-2B has been strong. In Colorado and Iowa, Qwest met the benchmarks under PO-2B-1 (GUI interface) in each of the last six months, and met the benchmarks under PO-2B-2 (EDI interface) in at least five of those months. Qwest’s performance in the other states was nearly as good. With one minor exception, the only benchmarks that Qwest missed more than once in the last six months were PO-2B-1 for POTS resale in North Dakota and Nebraska, and PO-2B-1 for LNP in North Dakota, but in each case Qwest’s six month average was above the benchmark. Williams Reply Decl. ¶ 46.

With regard to jeopardy notifications, disparities between wholesale and retail performance under PO-8, the average jeopardy notice interval, have not been statistically significant, in part because the volume of wholesale notices has been very low. With two minor exceptions, Qwest met the parity standard for each PO-8 submetric in each of the last six months. 20/

Qwest’s performance under three of the four submetrics for PO-9, the percentage of timely jeopardy notices, has also been good. Qwest met the parity standard for interconnection trunks (PO-9C) in every month. Qwest achieved parity for non-designed services (PO-9A) in five of the last six months in North Dakota, and in every month in the other states. Qwest also met the parity standard for UNE-P POTS (PO-9D) in every month with reported data in Idaho, Iowa, Nebraska, and North Dakota, and in four of the last six month in Colorado. *Id.* ¶ 48.

20/ *Id.* ¶ 47. The first exception was in Idaho for non-designed services (PO-8A), but Qwest achieved parity in four of the five months with reported data. The other exception was in

Under PO-9B, which applies to unbundled loops and local number portability, Qwest achieved parity in five of the last six months in Idaho and Nebraska. Qwest's performance in the other three states has been problematic. *Id.* ¶ 49. In those states, the volume of unbundled loop missed-due-date orders for wholesale was very small relative to the volume of orders because Qwest's performance under OP-3, which measures installation commitments met, was very strong. For example, in June there were 135 CLEC jeopardy notices reported under PO-9B in Colorado, but Qwest installed roughly 5,000 loops and met more than 98% of its installation commitments to CLECs. 21/ If Qwest had given timely jeopardy notices for 23 more CLEC orders, or 0.45% of all loops provisioned in June, Qwest would have achieved parity under PO-9B. Viewed in context, as part of Qwest's overall loop performance and overall performance under checklist item 2, as it relates to OSS, the disparities under PO-9B are not competitively significant and do not, by themselves, warrant denial of Qwest's application.

For billing, Qwest consistently met the performance standards for metrics BI-1A, BI-1B, BI-2, and PO-7 in each state. 22/ Qwest met the parity standard for billing accuracy, metric BI-3A, in every month in Colorado and Idaho, and in five of the last six months in North Dakota. In Iowa, Qwest missed the parity standard twice, but CLEC bills were more than 99%

Colorado for non-designed services, but Qwest achieved parity in three of the last four reported months.

21/ *Id.* Qwest met 99% of its CLEC installation commitments for 4,315 analog loops, 99% for 138 2-wire non-loaded loops, 100% for 15 4-wire non-loaded loops, 89% for 72 DS1 loops, 94% for 101 ISDN capable loops, 100% for 20 ADSL qualified loops, 91.87% for 182 conditioned loops, and 98.7% for 323 line shared loops.

22/ *Id.* 50. In North Dakota, Qwest missed the parity standard under PO-7A-C (GUI interface) twice in the last six months, but the 6-month CLEC average bill completion notification timeliness was higher than retail.

accurate and the 6-month CLEC average was higher than retail. In Nebraska, the 6-month CLEC average was only 0.77% short of parity with retail. *Id.*

Qwest met the parity standard for BI-4A, billing completeness, in every month in Nebraska and in five of the last six months in North Dakota, where the 6-month CLEC average was higher than retail. Qwest had multiple misses in the other three states, but the 6-month CLEC average was 97% in Colorado and Idaho and 94% in Iowa, in each case within 1% of retail. *Id.* ¶ 51. Viewed as a whole, these results demonstrate that Qwest is providing nondiscriminatory access to its OSS.

UNE-P. Qwest's performance in provisioning UNE-P POTS, UNE-P Centrex, and UNE-P Centrex 21 to CLECs has been strong. For installations, the only trouble spot has been metric OP-4, the average interval, for non-dispatch installations. Qwest missed the parity standard for that metric more than once for UNE-P POTS in Nebraska, Iowa, and North Dakota, but in the latter two states the 6-month averages were at parity, and in Nebraska the CLEC interval was less than three days, and shorter than retail, in the last two months. Qwest also missed the parity standard more than once for UNE-P Centrex in Colorado and UNE-P Centrex 21 in Iowa. *Id.* ¶ 52. In the *New Jersey* order, however, the Commission confirmed that it views the percentage of installation commitments met is a "more reliable indicator of provisioning timeliness." *New Jersey 271 Order* ¶ 138. Qwest's performance in meeting installation commitments, as measured by metric OP-3, has been outstanding. With two very minor exceptions, for each type of UNE-P, Qwest achieved parity in every month under OP-3 in each state, with percentages generally in the 95-100% range. 23/

23/ The only exceptions were (1) UNE-P Centrex 21, no dispatch, in Colorado, where Qwest met parity in five of six months and the 6-month CLEC average (98.64%) was higher than retail;

CLEC trouble rates for UNE-P averaged about 1% across all states and products. For UNE-P POTS, CLEC trouble rates were at parity with retail in five of six months in North Dakota, where the six-month CLEC average (1.04%) was only 0.06% above retail, and in every month in the other states. Although there were more disparities for UNE-P Centrex in Colorado, Idaho, and Iowa, the six-month average differences between wholesale and retail were only 0.74%, 0.51%, and 0.50%, respectively. Similarly, although there were multiple disparities for UNE-P Centrex 21 in Colorado and North Dakota, the six-month CLEC averages were within 0.11% and 0.48% of retail. Williams Reply Decl. at ¶ 53. These small disparities are not competitively significant.

Qwest's performance in clearing out of service reports within 24 hours (MR-3), clearing all troubles within 48 hours (MR-4), and its mean repair intervals (MR-6) was excellent. Qwest did not miss parity more than once in any state for any product. Repeat trouble rates (MR-7) likewise have generally been at parity, in part due to very low CLEC volumes. *Id.* ¶ 54. The only exceptions were the repeat trouble rates for UNE-P POTS in Iowa, where CLEC volumes were low and Qwest achieved parity in three of the last four months, and Colorado, where the difference between wholesale and retail in each month is only a handful of repeat troubles.

Item 4, Unbundled Loops. No commenter seriously questioned Qwest's unbundled loop performance. For analog and 2-wire non-loaded loops, which account for the vast majority of CLEC loops provisioned, Qwest met the applicable performance standards for each metric in each state in virtually every month. *Id.* ¶ 55. The few exceptions, all of which occurred in Nebraska, are not competitively significant. For analog loops, Qwest missed the

and (2) UNE-P POTS, no dispatch, in North Dakota, where Qwest met parity five times and the

parity standard for installation commitments met twice, but achieved parity in the last four months and met more than 99% of its commitments to CLECs in May and June. *Id.* Qwest also missed the six day benchmark for average installation intervals twice, but Qwest met the benchmark in the last four months, and the six-month CLEC average was 5.48 days. *Id.* For 2-wire non-loaded loops, the CLEC trouble rate in Nebraska was not at parity with retail in two months, but the six-month CLEC average was less than 1%, and only 0.26% above retail. 24/

Covad argues that Qwest's line sharing repair performance is unacceptable.

Covad Comments at 31. To begin with, Covad ignores Qwest's installation performance, which is quite good. In each state with results, Qwest did not miss a single installation performance standard more than once in the last six months. Although CLEC volumes were low, Qwest likewise did not miss any repair performance standards more than once in Idaho, Iowa, or Nebraska. Williams Reply Decl. ¶ 56. The only trouble spot is Colorado, where Qwest's performance was not bad. The CLEC trouble rate was at parity with retail in the last four months, and the six-month CLEC average (1.40%) was lower than retail. Over the past six months, Qwest cleared more than 95% of all CLEC troubles within 48 hours. The repeat trouble rate for dispatch repairs was at parity from March through June, and the repeat trouble rate for non-dispatch repairs was at parity in four of the last five months. *Id.* Mean repair intervals were longer for CLECs, but Qwest expects the gap to close when it implements its plan to designate

6-month CLEC average was 98.79%, only 0.25% short of retail.

24/ *Id.* Qwest also had multiple misses for non-designed analog loops in Colorado under OP-3 and OP-4, but the CLEC volume was extremely low because nearly all analog loops fall into the designed category. For example, in June Qwest met 99% of its installation commitments for 4,315 designed analog loops, and did not install any non-designed analog loops.

all line sharing trouble reports as “out of service,” which will give them the highest priority in the repair cue. 25/

Items 5-13. No commenters expressed concerns about Qwest’s commercial performance with respect to any of these checklist items. The only performance standard that Qwest missed more than once in any state was the trouble rate for UDIT above DS1 (checklist item 5) in Colorado, which was at parity in the last three reported months. Williams Reply Decl. ¶ 57. For all of these checklist items, Qwest’s performance as a whole is excellent.

Item 14 - Resale. AT&T alleges that provisioning intervals for CLEC resale orders are longer than retail intervals. AT&T Comments at 43. The facts belie that assertion. For all 12 resale products that Qwest tracks, instances of statistically significant performance disparities have been few and far between. The only metrics as to which Qwest missed parity more than once in the last six months were (1) new service installation quality for business resale in North Dakota, but Qwest achieved parity in three of the last four months; 26/ (2) average installation interval for Centrex 21 resale in Colorado, Iowa, and Nebraska, but wholesale volumes were low in each state, and the percentages of installation commitments met (OP-3) were at parity in every month; 27/ and (3) new service installation quality for DS1 resale in Colorado, where there were only nine CLEC installations in the last six months. *Id.*

On the repair side, Qwest’s performance was equally strong. The only problematic metric was MR-8, but in nearly every instance of multiple disparities, the difference

25/ See Reply Declaration of Karen Stewart ¶¶ 44-50. Qwest will notify CLECs of this change by the end of July through the Change Management Process.

26/ Williams Reply Decl. ¶ 58.

27/ Qwest met 100% of its installation commitments to CLECs in Colorado and Iowa, and nearly 100% in Nebraska. *Id.*

between wholesale and retail was not competitively significant. In Colorado, retail trouble rates were lower than wholesale by a statistically significant margin more than once for residence, Centrex, and DSO, but in each case the six-month CLEC average trouble rate was within 0.30% of retail. *Id.* ¶ 59. In Nebraska, there were multiple disparities for business and PBX, but the six-month average differences between wholesale and retail were 0.25% and 0.20%, respectively. *Id.* In North Dakota, the six-month average difference between wholesale and retail business trouble rates was only 0.37%. 28/ These small differences do not put CLECs at a significant competitive disadvantage. 29/

Overall, Qwest's commercial performance clearly satisfies the requirements of Section 271. The performance results demonstrate that Qwest is providing interconnection and access to unbundled network elements in a nondiscriminatory fashion to CLECs.

D. Qwest's Held Order Policy Does Not Skew The Performance Results

Covad asserts that Qwest's new build policy masks Qwest's delays in filling competitors' orders, because competitors' held orders are excluded from several provisioning metrics. Covad Comments at 36-38. AT&T likewise complains that the policy has a profound impact on several metrics. AT&T Comments, Finnegan Decl. ¶¶ 118-19. The facts belie these claims.

28/ *Id.* The trouble rate for Centrex resale in North Dakota was also higher than retail, but there were only 13 CLEC lines in service.

29/ The only resale service with wholesale trouble rates that are significantly higher than retail is DS1. In Colorado, Idaho, and North Dakota, CLEC trouble rates were roughly 2% higher, on average, than retail. Colorado Commercial Performance Results at 406; Idaho Commercial Performance Results at 382; North Dakota Commercial Performance Results at 315. DS1 resale, however, is a complex service that represents a tiny fraction of CLEC resale lines in service.

To begin with, the number of CLEC orders delayed due to lack of facilities is extremely small. A snapshot review of Qwest internal regional data for May 2002 showed that more than 99% of CLEC inward orders for unbundled loops were fulfilled. Williams Reply Decl. ¶ 62. AT&T's hypothetical assumption that 10% of all orders cannot be filled due to a lack of facilities is a gross exaggeration. AT&T Comments, Finnegan Decl. ¶¶ 120-21. AT&T and the other commenters know how many of their orders have been delayed due to lack of facilities. It is telling that none of them adduced any evidence of their experience.

Although commenters would like to hold Qwest accountable, in its provisioning performance results, for CLEC requests that require Qwest to build new facilities, that position is legally untenable. Qwest generally is not required to build new facilities for CLECs. 30/ Thus, it is perfectly reasonable to cancel orders that would require new construction. Although the commenters dispute Qwest's view on the "obligation" to build, the Commission has made clear that it will not deny a Section 271 application based on disputes over the precise scope of a BOC's obligation to build, if any. *Pennsylvania 271 Order*, 16 FCC Rcd at 17469-70 ¶ 91

Nonetheless, to allay CLEC concerns about its held order policy, Qwest added to its Montana SGAT an 11-step process, applicable to all UNEs, that includes a 30 business day hold period. Qwest is in the process of incorporating this language, which Covad approved, into the SGATs of every state in its region. *See Stewart Reply Decl.* at 3. During the 30 day that period, the order is reported under OP-15, Interval for Pending Orders Delayed Past Due Date,

30/ As part of its retail obligations, Qwest may have an obligation to build under Provider of Last Resort ("POLR") or Eligible Telecommunications Carrier ("ETC") obligations. In those cases, Qwest allows CLECs to step into the shoes of retail customers.

until a new due date is established. 31/ If during that 30 day period facilities become available, the order will be assigned a due date, completed, and reported in the appropriate installation metrics, including, OP-3, OP-4, and OP-6.

E. Metric OP-5 Accurately Tracks Qwest's Installation Quality

Covad questions the accuracy and reliability of Qwest's New Service Installation Quality measurement (OP-5). In particular, Covad asserts that because the underlying data for OP-5 "can never be reconciled," results under the metric are inherently suspect. Covad Comments at 42. This is a gross misrepresentation of the facts. In the course of the data reconciliation work, Covad requested that Liberty perform reconciliation not of metric OP-5, as defined and approved by the ROC TAG, but rather reconciliation of an installation quality metric Covad itself proposed. Williams Reply Decl. ¶ 67.

OP-5 captures installation quality consistent with the TAG's defined methodology. The metric was developed through extensive discussion during the ROC and Arizona workshops. The measurement was also addressed during TAG meetings and the Liberty Consulting PMA. The parties specifically discussed concepts about ordering and installation quality, and reached consensus on an OP-5 definition that captures all situations that generate trouble reports (received within 30 calendar days following installation of inward lines), whether triggered by ordering issues or by installation errors. Liberty audited Qwest's implementation of OP-5 and found that the metric generates accurate and reliable results. 32/

31/ See Williams Reply Decl. ¶ 64. AT&T's assertion that OP-15 has a parity standard is wrong. The ROC TAG, after extensive discussion and consideration, agreed to designate OP-15 as a diagnostic metric. *Id.*

32/ See Attachment 5, Appendix D, Liberty PMA Final Report. To the extent OP-5 has any deficiencies, it tends to understate Qwest's performance, which favors CLECs. See Williams Reply Decl. at ¶¶ 69-71.

F. Qwest Properly Categorized Eschelon's UNE-Star Lines As UNE-P

Eschelon asserts that “Qwest is already reporting Eschelon’s UNE-E/UNE-Star lines as UNE-P lines” in Qwest’s performance results. Eschelon Comments at 28. They further contend that Qwest failed to provide the requisite notice for this change, which occurred “in approximately November of 2001.” *Id.*

“UNE-Star” is an informal name given to various forms of UNE-P combinations offered to CLECs. The product title, “UNE-Star,” does not appear in the PIDs. UNE-Star refers to services offered on a UNE-P basis that include business POTS-type, Centrex-type, and Centrex 21-type services. 33/

Performance measurement reporting changes are not within scope of CMP and are not governed by CMP guidelines requiring advance notification. 34/ Nonetheless, Qwest documents changes in results reports in a monthly “Summary of Notes” published shortly after each month’s performance results are posted on Qwest’s external website. *See* www.qwest.com/wholesale/results/roc.html. Qwest notified CLECs of the change in results reporting from business lines to UNE-P in the Summary of Notes published with October 2001 results. Williams Reply Decl. ¶¶ 76-78.

G. The Commission Should Reject AT&T's Request for Additional PIDs

AT&T argues that the Commission should require Qwest to add additional PIDs, as recommended by KPMG. AT&T Comments, Finnegan Declaration on Performance Data and

33/ Centrex services involve dedicated common blocks and network access registers (NARs), whereas Centrex 21 services involve shared common blocks and NARs. *See* Williams Reply Decl. ¶ 74.

34/ CMP deals with operational processes, whereas PID issues are regulatory in nature and are dealt with in different forums, such as the TAG meetings during the OSS test and long term PID administration meetings. Williams Reply Decl. ¶ 75.

Assurance Plans at 44-48. This argument has no merit. The Commission confronted an identical concern raised by AT&T in New York. There, the Commission held that “[w]e disagree with commenters who suggest that additional metrics must be added . . . , and note that the New York Commission has indicated that it will consider adding new metrics, if necessary, in the future.” *New York Section 271 Order* ¶439. The Commission should do the same here.

In any event, Qwest is committed to the long term PID administration process, which is beginning to take shape, *see Williams Reply Decl.* ¶ 81, and is prepared to address any proposed new metrics through that process. Moreover, Qwest has continued to develop and propose new metrics on its own. In June, Qwest began reporting results under diagnostic metric PO-20, which relates to new service order accuracy. Qwest also plans to propose a new billing metric, BI-5, which will measure the promptness with which Qwest acknowledges and resolves CLEC billing adjustment claims processed in the Service Delivery Center. These new metrics demonstrate Qwest’s continuing commitment to refine the PIDs to more accurately and meaningfully measure Qwest’s performance.

IV. QWEST PROVIDES NONDISCRIMINATORY ACCESS TO ITS OPERATIONS SUPPORT SYSTEMS

A. The State Regulatory Authorities Uniformly Agree that Qwest’s OSS Satisfies Section 271

The State Authorities are unanimous in their praise for the ROC OSS Test and agree that Qwest’s OSS satisfies the requirements of Section 271. For example, the CPUC notes that Qwest’s OSS Test was “the most comprehensive test to date of a BOC’s OSS,” and states that “Qwest provides CLECs with just, reasonable, and nondiscriminatory access to its systems, databases and personnel . . . in accordance with the Act and FCC rules.” CPUC Evaluation at 36, 44. Similarly, the IUB states that “the ROC test of Qwest’s OSS evaluated every aspect of

Qwest's OSS that affects local competition," and concluded that the "[t]est results reported and analyzed in the *Final Report* conclusively demonstrate that Qwest is capable of providing CLECs with non-discriminatory access to its OSS consistent with the requirements of Section 271." IUB Consultation and Evaluation at 32, 33. The Nebraska PSC states, meanwhile, that "[a]fter carefully examining the results of the ROC OSS Test [it found] that Qwest's OSS was adequate to meet the relevant checklist requirements." NPSC Comments at 7. *See also* NDPSC Comments at 203; IPUC Consultation at 6.

That Qwest did not satisfy some of the evaluation criteria in the ROC OSS Test does not affect the State Authorities' conclusions. For example, the IPUC states that such issues do not negate an overall finding that Qwest's OSS satisfies Section 271. IPUC Consultation at 6. This view is echoed by the CPUC, which notes that "[w]here the test shows Qwest not meeting the relevant standard, the [CPUC] is convinced that the deviation is . . . trivial for competitive purposes." CPUC Evaluation at 44-45. "Taken as a whole," the CPUC notes, "Qwest's OSS meets the competitive checklist criteria." *Id.*

The Department of Justice agrees with the State Authorities. For example, the Department acknowledges that, with respect to the ROC OSS Test, "[a] thorough, detailed, and open process was used to set up the collaborative governing structure, determine the overall scope of the test, select third-party testers, and design the Master Test Plan and [PIDs]." DOJ Evaluation at 6. The Department further confirms that the overall record in this proceeding could "justify the granting of long distance authority in Colorado, Idaho, Iowa, Nebraska and North Dakota." *Id.* at 2.

B. Recent Commercial Performance Results Confirm that Qwest Provides CLECs with Non-Discriminatory Access to its OSS

Qwest's commercial performance in May and June confirms that it continues to provide CLECs with non-discriminatory access to its OSS. Qwest satisfied the overwhelming majority of OSS-related PIDs in May and June. *See* OSS Reply Decl. ¶ 4. More specifically, Qwest satisfied every pre-ordering PID, and the vast majority of ordering and billing PIDs, in those months. *Id.* The few instances in which Qwest did not meet a PID standard or benchmark are easily explainable and do not affect a finding of overall compliance. *See id.* ¶¶ 5-40.

C. The Commenters Attempt to Distort Qwest's Strong OSS Record

1. Pre-Ordering

Qwest provides CLECs with access to pre-order functions in substantially the same time and manner as Qwest, or, for functions that lack a retail analogue, in a manner that affords CLECs a meaningful opportunity to compete. *See* OSS Decl. ¶¶ 56-159. For the most part, CLECs raise only one issue in connection with Qwest's pre-ordering capabilities: loop qualification. As explained below, however, the CLECs' claims are not supported by the facts and, in any case, do not detract from a finding of Section 271 compliance. Indeed, CLECs' claims regarding Qwest's loop qualification tools are not new: all were raised in the state Section 271 proceedings, and all were rejected by the State Authorities.

Qwest provides CLECs with detailed loop make up information from its back office systems and databases, including LFACS. OSS Reply Decl. ¶ 41. Contrary to the CLECs' suggestions, Qwest does not restrict CLECs to the information available only to Qwest's retail representatives. Rather, Qwest provides CLECs with underlying loop make-up information that permits CLECs to determine whether the loop will support the CLEC's DSL service. *See* OSS Reply Decl. ¶ 42. Indeed, Covad stated in another proceeding that the Raw Loop Data Tool

provides all categories of information Covad requires in order to determine whether it can provide DSL service. 35/ See OSS Reply Decl. ¶ 41 n.55; Reply Exhibit LN-2.

AT&T claims that Qwest deprives CLECs of necessary back office information relating to spare loop facilities to determine if CLECs can serve areas with integrated digital loop carrier (IDLC). 36/ Qwest's loop qualification tools and web-based Wire Center Raw Loop Data tool provide detailed information regarding the presence of pair gain devices. OSS Reply Decl. ¶ 65. Furthermore, since an August 2001 enhancement, Qwest's Raw Loop Data Tool has provided information on spare facilities, including those that are not connected to the switch, even though the Commission has stated that such information is not a condition of Section 271 relief. 37/ *Kansas/Oklahoma 271 Order* ¶ 128. Regardless, Qwest will agree to incorporate an audit provision, based on language approved by the Washington Utilities Transportation Commission, to assure CLECs that Qwest provides all requisite loop qualification information. See OSS Reply Decl. ¶ 68.

Covad's sole remaining complaint regarding Qwest's tools is that the Raw Loop Data Tool at times returns inaccurate information. See Covad Comments at 19-20. Covad's allegations, however, are based on data that are more than a year old and do not reflect the numerous enhancements to the loop qualification tools described in the OSS Reply Declaration.

35/ Covad's claim that KPMG's test did not examine Qwest's back office systems and databases is rendered moot by Covad's admission that the Raw Loop Data Tool currently provides all categories of information Covad needs to qualify loops for its DSL service.

36/ AT&T also claims that Qwest's tools do not return information on "loop conditioning." AT&T Comments, Finnegan/Connelly/Menezes Declaration ¶ 127. This claim is curious since the Raw Loop Data Tool and Loop Qualification Tool together return detailed information on the presence, type and location of bridged taps and load coils.

37/ The material AT&T cites to support its claim that Qwest does not provide spare facility information, see AT&T Comments, Finnegan/Connelly/Menezes Declaration ¶ 128, pre-dates this enhancement.

Among other improvements, Qwest now provides loop make-up information for non-listed and non-published numbers, has incorporated a "recent changes" feature that returns the most current LFACS information in response to a query, and has significantly revamped the Loop Qualification Tool to return loop make-up information in a user-friendly format based on LSOG 5 guidelines. Covad's Comments ignore these and other enhancements Qwest has made that address many of Covad's stated concerns. Covad also ignores Qwest's manual process, *see* OSS Decl. ¶ 70, whereby CLECs can request that Qwest investigate incomplete, unclear, or potentially inaccurate results.

This Commission previously has addressed allegations similar to Covad's and has found that alleged inaccuracies in a BOC's loop qualification information are not evidence of discrimination where the BOC relies upon the same data source as CLECs. *See Kansas/Oklahoma 271 Order* ¶ 126; *Massachusetts 271 Order* ¶ 66. As KPMG confirmed, the data source underlying the Retail and Wholesale loop qualification tools is the same. *See Final Report* at 124. 38/ Thus, Qwest meets Commission requirements for providing access to loop make-up information.

AT&T and Covad claim that Qwest must create the functionality for CLECs to perform mechanized loop tests ("MLTs") as a pre-order functionality. The Commission's previous Section 271 decisions do not mandate the performance of MLTs on a pre-order basis as a condition of compliance with the *UNE Remand Order*, and none of the State Authorities has required Qwest to create this functionality. Contrary to the CLECs' allegations, a pre-order MLT will provide neither more complete nor more accurate loop make-up information. *See* OSS Reply Decl ¶ 45.

2. Ordering

As explained in Section IV of Qwest's opening OSS Declaration, Qwest provides CLECs with nondiscriminatory access to the OSS functions necessary for placing wholesale orders. *See* OSS Decl. ¶¶ 160-375. This is because Qwest provides CLECs with accurate and timely order confirmation, rejection, completion and jeopardy notices, and flows-through wholesale orders at parity with retail. *See id.* The CLECs in their comments attempt to discredit Qwest's abilities by mischaracterizing the company's performance and exaggerating deficiencies. As explained more fully below, none of these claims withstands scrutiny.

a) **Qwest's Manual Processing Errors are Within an Acceptable Range and Do Not Affect CLECs' Ability to Compete in the Local Market**

AT&T, Covad and WorldCom all claim that Qwest commits excessive errors while manually processing CLEC orders. *See* AT&T Comments at 41-41 and Finnegan/Connolly/Menezes Decl. ¶ 160-174; Covad Comments at 39-42; WorldCom Comments at 11-12 and Lichtenberg Decl. ¶¶ 39-45. AT&T even makes the unsubstantiated assertion that Qwest commits errors on up to 15 percent of its manually processed orders. *See* AT&T Comments at 42 and Finnegan/Connolly/Menezes Decl. ¶ 168. But, other than a few anecdotes, the only evidence AT&T and the other CLECs offer to support their claim is a single Observation (O3110) that was closed/unresolved in the Third Party Test based on a mere eight manual processing errors. *See id.*

During the Third Party Test, Qwest satisfied all but one of the test criteria evaluating its ability to handle and process orders manually. *See* Final Report at 145-151. KPMG was "unable to determine" whether Qwest satisfied evaluation criterion 12-11-4, but the

38 Covad suggests that Qwest's Retail DSL tool has the functionality to "update" loop make up information. It does not. *See* OSS Reply Decl. ¶ 58 n. 64.

issue raised by this criterion was limited, and, given Qwest's otherwise excellent performance during the test, easily explainable. *See id.* at 145-146.

The details of why KPMG was “unable to determine” this criterion – as well as two related criteria – were described in Qwest's opening OSS Declaration and are elaborated on in its OSS Reply Declaration. *See* OSS Reply Decl. ¶¶ 76-79; OSS Decl. ¶¶ 351-352.

Generally, concerns arose in connection with Qwest's manual processing of orders. *See id.* But these concerns were based on a mere eight LSRs that Qwest did not manually process correctly during the test. *See id.* The relatively small degree of error committed by Qwest on manually processed orders suggests that CLECs suffer no material competitive harm from them. *See* OSS Reply Decl. ¶¶ 80-82. Surely, these numbers provide no basis for AT&T's sweeping generalizations. *See* AT&T Comments at 42 and Finnegan/Connolly/Menezes Decl. ¶ 168.

The CPUC found “that the human errors uncovered by KPMG [in the Third Party Test] do not constitute a fatal flaw to Qwest's application.” CPUC Evaluation at 39. Indeed, the CPUC recognized that any evidence of manual processing errors presented thus far “is not so great as to throw the entire Qwest OSS out of compliance.” *See id.* The IPUC also supports approval on this point, stating that “[t]he combined efforts of KPMG and Liberty provide reasonable assurances that Qwest's performance reporting was accurate at the conclusion of the test.” IPUC Consultation at 7-8.

Qwest has – and continues to take – quality assurance measures directed at reducing the number of human errors in processing. *See* OSS Reply Decl. ¶¶ 88-89. In addition, Qwest (together with the TAG) is in the process of developing a new PID to monitor Qwest's manual processing of orders. *See id.* ¶¶ 90-92. Although this PID may be modified over time through CLEC input in the context of the Long Term PID Administration forum, Qwest began

reporting data under this measure with June results reported in July 2002. *See id.* ¶ 92. In the PID Qwest submitted to the Long Term PID Administration forum, Qwest proposed later phases that would include additional fields, elimination of sampling, and mechanized data collection. *See id.* ¶ 91. The development of this PID has given the State Authorities further comfort that the manual processing issue does not preclude a finding that Qwest is compliance with Section 271. *See, e.g.*, IPUC Consultation at 7 (“The [Idaho PUC] . . . is confident the long term Section 271 effort can develop metrics that will adequately measure Qwest’s reporting in this area”); CPUC Evaluation at 39. The June results for PO-20 confirm that Qwest can manually process orders with limited human error. *See* OSS Reply Decl. ¶ 39.

Commercial data demonstrate that CLECs are not suffering any material impact from manual processing errors, and CLEC commenters present no evidence that they have been harmed by the level of human error in Qwest’s region. Instead, they offer only surmise as to how they *could* be harmed by human error. In hearings before the State Authorities, AT&T claimed that human error had three potential impacts on CLECs: (1) longer than expected due dates, (2) erroneous rejects, and (3) improperly installed services. *See* Attachment 5, Appendix P, Colorado OSS hearing, June 10, 2002 at 156, lines 11-24.

The evidence in the record, however, demonstrates that CLECs are not experiencing any of these potential impacts in Qwest’s region. First, with regard to longer-than-expected due dates, Liberty reviewed more than 2000 unbundled loop orders, and while Liberty did find that Qwest made human errors while populating application dates on service orders, those errors were found on fewer than 0.5% of the LSRs reviewed; significantly, *not a single error resulted in the CLEC receiving a longer-than-expected due date.* *See* Performance Measures Reply Decl. ¶ 25. Furthermore, KPMG specifically reviewed whether Qwest properly

assigned due dates requested by the Pseudo-CLEC, and found that Qwest had satisfied that test criterion. *See Final Report* at 82 (Evaluation Criterion 12-5-8). Finally, these test results are confirmed by Qwest's tracking of internal data, which demonstrate that Qwest properly assigned application dates on 96% to 99.5% of manually-processed orders. *See OSS Reply Decl.* ¶ 82.

Meanwhile, Qwest's data demonstrate that it erroneously rejects less than one percent of manually processed orders. *See OSS Reply Decl.* ¶ 83.

With regard to AT&T's third claim, improperly-installed services, both the OSS test and Qwest's PID results demonstrate that CLECs are not experiencing a problem in Qwest's region. KPMG found that Qwest had satisfied the test criteria relating to (1) whether the features and other elements requested on LSRs were correctly populated on the resulting CSRs and (2) whether the features requested on LSRs were properly installed in the switch. *See Final Report* at 182-187 (Evaluation Criteria 14-7-12, 12-1-2, 12-1-3 and 12-1-4). Furthermore, Qwest's OP-5 results demonstrate that Qwest consistently installs service for CLECs with as-high or higher quality than the services it installs for its end-users. *See Qwest July 2 Ex Parte on May Performance Results; Qwest July 23 Ex Parte on June performance Results; see also OSS Reply Decl.* ¶ 85.

In the few instances in which manual processing errors do occur, CLECs have several (and soon will have more) resources to which they can turn to resolve issues that may arise. *See OSS Reply Decl.* ¶ 93. For example, CLECs can track their orders through IMA tools provided by Qwest; contact the Qwest Help Desk; work with the Service Management Team assigned to them; and, through the Change Management Process, request system, product or process changes to improve their interaction with Qwest. *See id.* In short, to the extent manual

processing errors have been committed by Qwest, they have not been at a level that affects CLECs in a materially competitive way.

b) Qwest Rejects LSRs Only When Appropriate

AT&T claims that Qwest rejects nearly one-third of all electronically-submitted CLEC orders. *See* AT&T Comments at 40, 43 and Finnegan/Connolly/ Menezes Decl. ¶¶147-149. But AT&T can support its assertion only by identifying aberrational or aggregate PO-4 results that do not take into account the fact that rejections are often the product of CLEC error. *See* OSS Reply Decl. ¶ 95.

PO-4 is a diagnostic PID designed to help Qwest and CLECs identify potential problems with electronic and manual CLEC LSR submissions. *See id.* ¶ 97. Because PO-4 results are reported for all CLECs combined, aggregate reject rates are sometimes artificially inflated by CLECs that submit high volumes of LSRs incorrectly (resulting in their rejection). *See id.* ¶ 96. On a CLEC-specific basis, Qwest's PO-4 results show that some CLECs are capable of achieving low reject rates. *See id.* ¶ 100-109. This proves that Qwest is capable of achieving low reject rates when CLEC LSRs are submitted correctly.

WorldCom contends that KPMG did not assess Qwest's ability to identify multiple errors in an LSR. *See* WorldCom at 15 and Lichtenberg Decl. ¶ 56. Contrary to WorldCom's assertion, however, the issue of identifying and testing multiple errors was addressed as part of the Vendor Technical Conference held on May 15, 2002. Transcript of ROC OSS 271 Vendor Technical Conference #3 at 153-154 (Question 11). At the conference, WorldCom asked HP: "Did HP's evaluation, which found that accurate and clear error messages were returned on resale orders, include instances where multiple error messages were returned for one LSR, so that HP confirmed that the returned error messages reflected all errors included on the LSR. [sic]" *Id.* HP answered in the affirmative. *Id.* at 154. Although HP did not submit

LSRs with multiple orders intentionally, in the course of transaction testing HP encountered multiple unplanned errors in LSRs which allowed it to assess and validate Qwest's response and processes.

c) LSRs Can Successfully Flow-Through Qwest's OSS

AT&T and WorldCom claim that an excessive number of LSRs that are electronically submitted to Qwest fall out for manual processing. AT&T Comments at 41; WorldCom Comments at 10. WorldCom argues in particular that Qwest's flow-through rate for UNE-P orders has been poor. WorldCom Comments at 11 and Lichtenberg Decl. ¶37. But Qwest's commercial performance results under PO-2B show that, in January through June, Qwest flowed through a high rate of flow-through-eligible orders for all CLECs in the aggregate. *See* OSS Reply Decl. ¶¶ 110; OSS Decl. ¶¶ 309-331. The Justice Department found that "Qwest's flow-through of eligible orders generally meets the relevant benchmarks of 70 to 90 percent and has done so from January through May of this year." *See* DOJ Evaluation at 17. In fact, Qwest's flow-through rates have increased steadily over time and were at their highest levels in the past two months. OSS Reply Decl. ¶ 110.

CLEC-specific performance results further support the conclusion that Qwest is capable of achieving high PO-2B flow-through rates for all products, including UNE-P. *See* OSS Reply Decl. ¶ 111. Over the past six months, CLECs have achieved monthly flow-through rates for UNE-P under PO-2B ranging from 0% to 100%. *See id.* ¶¶ 111-112. When a CLEC's flow-through rate has been low, Qwest has analyzed the cause and has offered the CLEC additional training. *See* OSS Decl. at n.419. Qwest's CLEC-specific performance results show that low aggregate flow-through rates, to the extent they exist, stem from deficiencies in CLEC systems, not Qwest's, and thus should not affect a finding of Section 271 compliance. Indeed,

the FCC has held that “a BOC is not accountable for orders that fail to flow-through due to [CLEC]-caused errors.” *Georgia/Louisiana 271 Order* ¶ 145.

AT&T argues that Qwest’s performance with respect to flow-through of *all* orders, not just *flow-through-eligible* orders, is a more accurate barometer of Qwest’s flow-through capabilities and that Qwest’s flow-through rates for all orders under PO-2A are deficient. AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶¶ 151-152. But during the negotiations on Qwest’s PIDs, AT&T agreed that PO-2A, which measures overall flow-through, should be diagnostic, and that a benchmark should apply only to PO-2B, which measures flow-through only on eligible orders. *See* Attachment 5, Appendix P, Colorado OSS Hearing Transcript, June 10, 2002, at 128.

Furthermore, Qwest’s CLEC-specific flow-through rates under PO-2A are comparable to those of BOCs that have received Section 271 relief. *Compare* Colorado Commercial Performance Results at 52-55 (flow-through rates in June under PO-2A-2 of 48% to 75% for resale, unbundled loops, LNP and UNE-P) *with* *New York 271 Order* at n.512 and 569 (flow-through rates for resale of 45% to 54% and for UNEs of 59% to 63%); *Massachusetts 271 Order* ¶ 49 (total flow-through rates of 54% to 67%); *Rhode Island 271 Order* at Appendix B (flow-through rates for resale of 42% to 56% and for UNEs of 60% to 79%); *Maine 271 Order* at Appendix B (flow-through rates for resale of 40% to 64%); *Vermont 271 Order* at Appendix B (flow-through rates for resale of 43% to 51% and for UNEs of 45% to 58%); *New Jersey 271 Order* at Appendix B (flow-through rates for resale of 79% to 82% and for UNEs of 35% to 54%).

Moreover, CLEC-specific flow-through rates under PO-2A show that Qwest is capable of achieving even higher flow-through rates. *See* OSS Reply Decl. ¶¶ 113-119. That

some CLECs have been able to achieve high flow-through rates under PO-2A demonstrates that low aggregate performance levels to the extent they exist may be attributable to the CLEC, not Qwest. FCC precedent mandates that Qwest not be held accountable for such CLEC deficiencies. *Georgia/Louisiana 271 Order* ¶ 145.

d) Qwest's FOCs are Reliable

Covad claims that Qwest discriminates by sending them “fake FOCs.” *See Covad Comments* at 28-31. Covad bases this claim on Qwest's CLEC-specific results for PID PO-15 (Number of Due Date Changes). *See id.* at 28-29. But a significant percentage of due date changes are improvements in the due date, which helps CLECs. *See OSS Decl.* ¶ 123. In May, under PO-15, nearly 30% of all due date changes in connection with service orders completed prior to (or on) the original due date related to changes to earlier, CLEC-approved due dates. *See OSS Decl.* ¶ 125, n.139.

Covad contends that Qwest transmits multiple FOCs to CLECs because Qwest “is not doing the preliminary work necessary” prior to sending the FOC. *Covad Comments* at 29. This is not true. Qwest uses a FOC to communicate that it has received the CLEC request, issued an internal service order, and assigned a due date to the request. *See OSS Reply Decl.* ¶ 120. In certain instances, Covad has elected to receive multiple FOCs (rather than jeopardy notices, as do other CLECs). *See id.* ¶ 121. In other instances, Qwest issues multiple FOCs to reflect the varying status of an order. *See id.* ¶ 123. But in all cases, the issuance of multiple FOCs is based on agreed-upon business rules. *See id.* Furthermore, Qwest's provisioning measures, such as Commitments Met (OP-3), are measured from the due date contained on the first FOC sent by Qwest. Qwest is performing consistently at a very high level under OP-3. The commercial data demonstrate that Qwest is consistently meeting the due date on the first FOC

sent, and that CLECs can rely on the due dates set forth on Qwest's FOCs. There is no Section 271 deficiency here.

e) Qwest Provides Timely Jeopardy Notices to CLECs

WorldCom claims that Qwest issues jeopardy notices inappropriately after issuing a FOC. *See* WorldCom Comments at 25 and Nielson Decl. ¶ 4. But the limited circumstances in which Qwest sends a jeopardy notice after a FOC were discussed with, and agreed to by, CLECs. *See* OSS Decl. ¶¶ 127-128. Notably, most of the scenarios in which jeopardy notices are sent after FOCs are within the CLECs' control. *See id.* ¶ 129. This issue is not Section 271-affecting.

Recent and historical commercial performance shows that, contrary to AT&T's and WorldCom's claims, Qwest provides timely jeopardy notices to CLECs. *See id.* ¶ 130. Moreover, Qwest's performance for installations commitments met (OP-3) demonstrates that few jeopardy notices must be sent relative to total orders. *See id.* The ROC OSS Test supports this evidence, and the few "not satisfied" evaluation criteria do not affect this conclusion. *See id.* ¶ 132. The Colorado and Idaho PUCs recently agreed, stating in their comments that Qwest's performance in connection with jeopardy notices is satisfactory. *See id.* ¶¶ 134-136.

f) CLECs Can Successfully Integrate Pre-Order/Order Information Using Qwest's OSS

WorldCom and AT&T argue that Qwest does not offer sufficient proof that CLECs can successfully integrate pre-ordering and ordering information. WorldCom Comments at 7; AT&T Comments at 39. But Qwest already has presented considerable evidence that it offers CLECs this capability. *See* OSS Decl. ¶¶ 195-201. This evidence includes actual commercial usage through affirmations from two EDI service providers – Telcordia and Nightfire – that provide CLECs the capability to integrate through IMA-EDI interfaces. It also

includes confirmation from HP that CLECs have the ability to integrate pre-order responses with order transactions. *See* OSS Decl. ¶¶ 199-200, Exhibit LN-OSS-12 (Telcordia Letter), Exhibit LN-OSS-13 (Nightfire Letter); LN-OSS-11 (HP Pre-Order to Order Integration Report, Version 5.0, April 15, 2002) at 10.

AT&T claims that the affirmations by Telcordia and Nightfire are immaterial because they are not CLECs; rather, they are companies that design EDI interfaces. AT&T Comments at 39 and Finnegan/Connolly/ Menezes Decl. ¶ 122. But that is precisely the point. Because CLECs use the integration capability developed by Telcordia and Nightfire, this information demonstrates that CLECs can, in fact, integrate pre-order and order information. OSS Reply Decl. ¶ 137. Meanwhile, New Access, a CLEC that operates in Colorado, Iowa, Nebraska and North Dakota, confirms that it performs pre-order/order integration through its IMA-EDI interface. *See* OSS Reply Decl. ¶ 137; Reply Exhibit LN-15 (New Access Letter). Taken as a whole, this evidence is similar to, but more compelling than, the evidence relied on by the FCC when it approved SBC's application for interLATA authority in Texas. *See Texas 271 Order* ¶¶ 154-56 (SBC submitted letters from two CLECs and a Telcordia analysis of integration).

WorldCom attempts to associate the rejection of a high percentage of its orders with difficulties in integration. WorldCom Comments at 7. But WorldCom lacks evidence to support this claim. Actual commercial usage and independent third-party testing demonstrate that CLECs that have developed integrated interfaces can achieve low rates of rejected LSRs. OSS Reply Decl ¶¶ 137-138; Confidential Reply Exhibit LN-18 (CLEC-Specific Reject Rates). AT&T submits that it has experienced problems in attempting to populate pre-ordering data electronically into an LSR. AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 124. The

evidence indicates, however, that AT&T can successfully integrate pre-order/order information. OSS Reply Decl. ¶ 139; Confidential Reply Exhibit LN-18 (CLEC-Specific Reject Rates).

AT&T and WorldCom further claim that HP found that it is difficult for CLECs to integrate pre-order/order information successfully through IMA-EDI. AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 123; WorldCom Comments at 8. This completely mischaracterizes HP's findings. For both LSOG 3 and LSOG 5, HP found that "CLECs can utilize Qwest's EDI PreOrder transactions to automatically populate an order without data manipulation." See LN-OSS-11 (HP Pre-Order to Order Integration Report, Version 5.0, April 15, 2002) at 10. This is a clear endorsement of Qwest's pre-order/order integration capabilities. In fact, during the ROC OSS Test, HP developed an EDI interface that was integrated between pre-order and order, and HP used that integration capability to submit LSRs. See Attachment 5, Appendix P, Colorado OSS Hearing, June 10, 2002, at 89-97.

WorldCom blatantly mischaracterizes HP's Report as providing that "a CSR to LSR parsing would be a very challenging and complex undertaking for a CLEC with an Information Technology team experienced in EDI development." See WorldCom Comments at 8. But HP's report, properly quoted, states that "a CSR to LSR parsing would be a very challenging and complex undertaking for a CLEC with an Information Technology team *that was not* experienced in EDI development." See LN-OSS-11 (HP Pre-Order to Order Integration Report, Version 5.0, April 15, 2002) at 9; OSS Reply Decl. ¶ 140.

WorldCom also asserts that the parsing capability that Qwest offers through IMA-EDI is deficient. WorldCom Comments at 7-8, Lichtenberg Decl. ¶ 21. Once again, this claim is belied by the facts. Qwest has demonstrated that it offers ample parsing capability to CLECs by providing, in its Developer Worksheets, a comprehensive list of the data elements that

it parses and returns for each pre-ordering transaction along with an identification of the LSR field to which each particular data element relates. OSS Decl. ¶ 197, Exhibit LN-OSS-5; OSS Reply Decl. ¶ 143. Clearly, Qwest meets the FCC's standard in connection with pre-order/order integration.

g) Commenters' Remaining Criticisms of Qwest's Ordering Processes are Insignificant, Unsubstantiated or Moot

CLECs raise a number of other claims regarding Qwest's ordering processes that also should be dismissed. WorldCom contends that Qwest discriminates against CLECs by not offering migration by name and telephone number. *See* WorldCom Comments at 9-10, Lichtenberg Decl. ¶¶ 27-32. But neither WorldCom nor any other CLEC requested this capability, through the Change Management Process, until the day that Qwest filed its Application. *See* OSS Reply Decl. ¶ 145.

WorldCom also claims that, by not supporting migration of orders without features, Qwest fails to meet the "same time and manner" test for its ordering processes. *See* WorldCom Comments at 5-6 and Lichtenberg Decl. ¶¶ 13-16. Qwest initially implemented this capability in 1997, but changed the process because of difficulties encountered by CLECs and their end user customers. *See id.* Qwest recently received a change request through CMP and is awaiting CLEC prioritization for scheduling. *See id.*

Eschelon's claim that the IMA-GUI is too cumbersome also is without merit. *See* Eschelon Comments at 6-7. As described in the opening OSS Declaration, Qwest's IMA-GUI interface is easy to use. *See* OSS Decl. ¶¶ 62-65, 175-176. Indeed, HP stated in its *Interim Report* that "P-CLEC representatives who have used it found the GUI application to be remarkably intuitive and easy to navigate, provided the user possesses certain basic computer skills." *Interim Report of the P-CLEC, Version 2.0, March 31, 2001 (Exhibit LN-OSS-66), at*

82. Finally, although 156 CLECs have used the IMA-GUI to access and submit LSRs from May 2001 through April 2002, *see* OSS Decl. ¶ 176, no other CLEC has complained that the IMA-GUI is cumbersome. The Eschelon-submitted CRs seeking to improve perceived deficiencies in the IMA-GUI (which were discussed for prioritization at a recent CMP systems meeting) should address any concerns that Eschelon may have with regard to the IMA-GUI.

CLECs raise three other claims relating to Qwest's ordering processes that are easily explainable. First, AT&T claims that Qwest takes too long to update Customer Service (CUS) Codes. *See* AT&T Comments at 43-44 and Finnegan/ Connolly/Menezes Decl. ¶¶ 201-208. But the 3-to-5 day interval for updating the vast majority of CUS Codes applies equally to wholesale and retail operations. *See* OSS Reply Decl. ¶ 147.

Eschelon's claim that CLEC-to-CLEC orders are prevented in Release 10.0 when account numbers ("ANs") are not populated in IMA also misses the mark. *See* Eschelon Comments at 4-5. On July 10, 2002, Qwest implemented a fix that ensures IMA 10.0 can accept electronically submitted CLEC-to-CLEC orders with blank or placeholder ANs. *See* OSS Reply Decl. ¶ 149. Eschelon's further claim that Qwest requires excessive use of the manual handling indicator in placing orders also is misleading. *See* Eschelon Comments at 7 n13. In October 2001, Qwest advised the CLEC community that a limited number of orders require CLECs to select manual handling. *See* OSS Reply Decl. ¶ 150. Qwest has continued to discuss with CLECs methods that will allow mechanical processing of CLEC-to-CLEC migrations in the future through the Ordering and Billing Forum ("OBF") and CMP. *See id.* None of these issues precludes a finding of compliance for Qwest's ordering processes.

3. Provisioning

CLECs raised only a few issues in connection with provisioning, none of which prevents the FCC from finding that Qwest satisfies Section 271. Eschelon's claim regarding

Loss and Completion Reports is both minor and moot, as Qwest recently implemented a change to accommodate Eschelon's concern. *See* OSS Reply Decl. ¶ 153. Eschelon's claim regarding "unannounced dispatches" also is a red herring, as Qwest's research shows that a technician was not dispatched on the five occasions Eschelon cites. *See id.* ¶ 155. In any case, modifications were recently implemented by Qwest to ensure that no unnecessary dispatches occur. *See id.*

4. Maintenance and Repair

CLECs make several claims relating to Qwest's M&R that can easily be dismissed and should not affect a finding of Section 271 compliance. AT&T contends that Qwest does not process transactions to modify trouble reports in a timely manner. AT&T Comments at 44 and Finnegan/Connolly/Menezes Decl. ¶ 209. But the Third Party Test's evaluation of CEMR showed that Qwest can indeed modify trouble reports in a timely manner. *See* OSS Reply Decl. ¶ 157; OSS Decl. ¶¶ 459-464. Qwest met all evaluation criteria during the first two phases of the test, all 13 benchmarks for the normal days, and 12 of the 13 benchmarks for the peak day during the Volume Test. *See* OSS Decl. ¶¶ 460-461. Qwest barely missed the thirteenth benchmark for peak days. *See id.*

Since the close of the test, KPMG has noted on several occasions that the three-second delay in processing non-designed edit transactions, which caused Qwest to miss the thirteenth benchmark, "wasn't substantial." *See, e.g.,* Nebraska Transcript of Proceedings, May 29, 2002, at pp. 37-38. The State Authorities have endorsed that view, stating, for example, that Qwest's performance was adequate and that the test "results do not reveal a material impediment to CLEC access to Qwest's OSS." CPUC Evaluation at 42 n.93. Even AT&T agreed in the course of state proceedings that "Qwest's decision to take this as closed/unresolved instead of attempt[ing] to get that three seconds removed from the time probably was a reasonable approach." *See* Nebraska Transcript of Proceedings, May 6, 2002, at 68.

The second claim raised by CLECs – that Qwest’s rate of successful repairs is inadequate – also can easily be dismissed. AT&T Comments at 44 and Finnegan/Connolly/Menezes Decl. ¶¶ 208, 214-215; WorldCom at 16-17 and Lichtenberg Decl. ¶¶ 64-66. The commenting CLECs base this claim solely on the result of the ROC OSS Test. But KPMG has testified that Qwest’s repair processes are parity-by-design, and that the evaluation criterion relating to this issue in no way suggests that Qwest discriminates in connection with repair functions. *See* Attachment 5, Appendix P, Colorado OSS Hearing, June 10, 2002, at 127-29. Qwest addressed this issue – and related closed/unresolved Exception 3058 – in its Application. *See* OSS Decl. ¶¶ 476-478. As stated there, Qwest adequately repaired over 92% of POTS Resale, UNE-P, and UNE-L circuits on the first attempt. *See id.* ¶ 476. In addition, Qwest’s analysis concluded that Qwest accurately repaired the inserted trouble at least 97.7% - not 92% - of the time. *See* OSS Reply Decl. ¶¶ 157.

None of the State Authorities found that Qwest’s rate of successful repairs hinder CLECs. The CPUC, citing Qwest’s MR-7 (Repair Repeat Report Rate) performance results, pointed out that “[n]o CLEC asserted that this measurement constitutes a fatal flaw to a finding of OSS compliance.” *See* CPUC Evaluation at 43. Clearly, Qwest’s performance in this area is adequate.

CLECs allege that Qwest does not maintain accurate repair records for them. *See* AT&T at 44 and Finnegan/Connolly/Menezes Decl. ¶¶ 210-213; Eschelon at 15. This claim too was addressed in Qwest’s Application and is without merit. *See* OSS Decl. ¶¶ 471-475. Qwest already has explained why its performance was satisfactory and has described recent improvements implemented through training and ongoing field coding process audits. *See id.*

and Exhibit LN-OSS-29. Updated audit results show continued improvements. *See* OSS Reply Decl. ¶ 158, Reply Exhibit LN-24.

The State Authorities did not find Qwest's performance with regard to close-out codes to be a matter of concern. *See* CPUC Evaluation at 42 n.93 (finding "that these results do not reveal a material impediment to CLEC access of Qwest's OSS"); IUB Conditional Statement Regarding OSS Evaluation and Order (June 10, 2002) at 5 ("[t]he Board does not see this exception as one that is of such significance that it should cause it to conclude that Qwest's OSS is not adequate. Exception 3055 does not preclude Qwest from a showing of Section 271 compliance.") The FCC should find that there is no issue here.

Eschelon was the only CLEC to raise additional concerns relating to M&R. But Eschelon's issues are unique to it and do not implicate broader Section 271 concerns. *See Georgia/Louisiana 271 Order* ¶ 172 n644; *Kansas/Oklahoma 271 Order* ¶ 207. Moreover, each of the issues raised by Eschelon is easily explainable and need not deter the Commission from a finding of compliance. *See* OSS Reply Decl. ¶¶ 159-161.

5. Billing

The evidence demonstrates that Qwest provides complete, accurate and timely Wholesale bills and usage records to CLECs. *See, e.g.,* OSS Decl. ¶¶ 539-43. The results of the ROC OSS Test, Qwest's commercial performance results, and the fact that disputed dollar amounts have declined from January through May all support this assertion. *See* OSS Reply Decl. ¶¶ 204-206.

a) Qwest's Wholesale Bills are Auditable

AT&T and WorldCom claim that Qwest does not provide Wholesale bills in BOS format and that they are unable to verify the accuracy of their bills. *See* AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶¶ 227-235; WorldCom Comments, Lichtenberg Decl. ¶¶ 67-

73. But Qwest provides CLECs with Wholesale bills in multiple electronic formats, including BOS. *See* OSS Decl. ¶ 498; OSS Reply Decl. ¶ 178. Moreover, Qwest’s Wholesale bills are auditable. *See* OSS Reply Decl. ¶¶ 207-216.

Twenty-one of the 29 CLECs that order UNE-P services from Qwest in the five application states receive their bills in ASCII format. *See id.* ¶ 181. One CLEC currently receives UNE-P bills in BOS format and one receives UNE-P bills in EDI format, and they began doing so only recently. *See id.* ¶ 186. The evidence – as distinguished from the broad invective of AT&T and WorldCom – demonstrates that CLECs that receive their UNE-P bills in ASCII format are capable of auditing their bills. *See id.* ¶¶ 207-216. In fact, ASCII bills can be “easily transferred into a computer spreadsheet or other electronic system that allows for computer auditing.” *See Pennsylvania 271 Order* at n.51. Commercially available software for auditing ASCII bills is abundant and easy to use; CLECs have the option of purchasing or licensing bill-auditing software from vendors; and vendors specializing in bill auditing are capable of auditing Qwest’s ASCII bills. *See id.* ¶¶ 209-212. Indeed, CLECs have indicated that Qwest’s bills provide them with sufficient information to support auditing, and have submitted bill disputes to Qwest as a result. *See id.* ¶¶ 213-214.

That AT&T and WorldCom prefer to receive their Wholesale bills in BOS format, as opposed to ASCII (or EDI), is something Qwest can – and is – accommodating, *see* OSS Reply Decl. ¶¶ 186-187; but these preferences have no bearing on whether Qwest’s billing systems meet the requirements of Section 271. Indeed, the FCC has held that compliance with a particular standard “is not a requirement of providing nondiscriminatory access to OSS functions.” *See Louisiana 271 Order* ¶ 137.

Nevertheless, Qwest remains committed to assisting CLECs with their bills and provides CLECs with multiple resources in connection with bill review and analysis. *See* OSS Reply Decl. ¶ 215-216. Qwest also has been working with CLECs to accommodate requested changes to its billing systems through the Change Management Process. *See id.* ¶¶ 227-228. Finally, Qwest’s bill dispute policy – which is documented, defined and adhered to – makes the submission and resolution of a bill dispute an easy process for CLECs. *See id.* ¶¶ 217-227. Currently, Qwest doesn’t even assess late payment charges. *See id.* ¶¶ 224-225.

b) Qwest’s Daily Usage File is Fully Functional

In yet another sweeping, overwrought (and incorrect) generalization, AT&T claims that Qwest’s DUF is insufficient because Qwest passed KPMG’s DUF test only “on the sixth try.” *See* AT&T Comments at 45 and Finnegan/ Connolly/Menezes Decl. ¶ 129. AT&T is incorrect. *See* OSS Reply Decl. ¶ 232. In any case, the very nature of the military-style ROC OSS Test dictated that testing be repeated when certain evaluation criteria were not met. *See id.* ¶ 233. Qwest’s willingness to repair and retest aspects of its DUF should be commended, not criticized. The FCC rejected an identical AT&T claim almost one year ago in Pennsylvania when it noted that the repeated need to correct a billing system during a third party test “helps demonstrate . . . [a] commitment to correcting a systemic problem.” *See Pennsylvania 271 Order* ¶ 234. AT&T’s other attempts to discredit Qwest’s DUF with anecdotal evidence fail for similar reasons. *See* OSS Reply Decl. ¶¶ 325-236.

c) Eschelon’s Billing-Related Claims Do Not Affect a Finding of Overall Compliance with Section 271

Eschelon raises a number of billing-related claims, but each presents a unique, company-specific issue that does not affect a finding of overall compliance with Section 271. *See id.* ¶¶ 238-242.

D. The Remaining OSS Issues Raised in the Comments Are Anecdotal and Lack Support in the Record

1. Qwest's Reliance on the Third Party Test Comports with FCC Precedent

The FCC has clearly and repeatedly held that third party test evidence is relevant to a Section 271 proceeding. *See New Jersey 271 Order* at App. C ¶ 31; *New York 271 Order*, 15 FCC Rcd at 3993, 3999 ¶¶ 89, 100. WorldCom's claim that Qwest does not provide sufficient commercial data, and, thus, by implication, relies too heavily on the Third Party Test is entirely without merit. *See WorldCom Comments* at i, iii, 3-4. The Third Party Test conducted by KPMG was the most extensive independent test conducted in connection with a Section 271 proceeding to date. *See CPUC Evaluation* at 2; *see generally* OSS Decl. ¶¶ 18-55 (describing development of Third Party Test). But Qwest's Application does not rely solely on the results of KPMG's evaluation; rather, the application also relies on a considerable volume of commercial data for support. *See, e.g.*, OSS Decl. ¶¶ 72-77, 79-84, 88-93, 96-101, 103-108, 118-129, 131-136, 140-152, 169-174, 177-182, 187-192, 208-231, 233-250, 252-257, 260-300, 304-339, 398, 429-434, 438-443, 445-450, 457, 527-576, 647-652, 692-695, 739-742. Clearly there is no merit to WorldCom's claims.

2. "Unfiled Agreements" Issues Do Not Impact the Record Here

Some parties allege that issues relating to so-called "secret agreements" taint the strong OSS showing presented here. First of all, Qwest vigorously objects to the pejorative label of "secret agreements," which implies that Qwest and CLECs, like any other firms, cannot enter into confidential business arrangements. All ILECs, and all CLECs, have many confidential agreements, including with each other. There is nothing sinister regarding the common business practice of keeping contract terms proprietary.

Recently some parties have challenged Qwest's good faith determinations as to when a negotiated contractual arrangement with a CLEC must be filed with and approved by state utility commissions under Section 252(a) prior to taking effect. Qwest has filed hundreds of interconnection agreements across its region, so there can be no doubt that it takes its obligations under Section 252 very seriously. However, Qwest (and CLECs) also viewed other contractual arrangements between them as not falling within the scope of Section 252(a). Those arrangements included details regarding their business-to-business relationships (such as dispute resolution procedures), arrangements to settle disputes, or contracts dealing with matters unrelated to Section 251(b) or (c). Qwest believed and continues to believe that Congress did not intend to burden such business-to-business arrangements with prior regulatory review and related processes.

Critics nevertheless argue that pending disputes over the matter provide a basis for the Commission to deny this Application. Qwest addresses this "public interest" theory below. *See* Section IX.C, *infra*. For present purposes, it is enough to note that four of the five states here directly addressed and rejected such argumentation, as did the Department of Justice. *See id.* Qwest has asked the Commission to clarify the scope of Section 252(a), and to define the line between those ILEC-CLEC contract terms that require regulatory approval, and those that do not. The Commission will rule on that matter in due course. Some states are reviewing whether in particular cases Qwest implemented agreements that first should have been filed and approved, and made available under Section 252. These pending enforcement proceedings also will resolve themselves. Meanwhile, Qwest has taken other actions to ensure that, until the law in this area is clarified, its going forward filing policies are broad and complete. *See* Brotherson Reply Decl. ¶¶ 7-8.

For present purposes, it is sufficient to note that Qwest's Section 252(a) line drawing in no way impacted the record here. The Commission should reject the claim of some CLECs that the Third Party Test was tainted by "secret agreements" Qwest is alleged to have made with certain CLECs. See AT&T Comments at 9-10, 30 and Finnegan/Connolly/Menezes Decl. ¶¶ 16-18; WorldCom Comments at iii, 4-5; New Edge Networks Comments at 4. But KPMG confirmed in its June 11 CLEC Participation Study that none of the "secret agreements" had a determinative effect on the Third Party Test. See Attachment 5, Appendix P (KPMG Revised CLEC Participation Study, June 11, 2001, at 1) ("KPMG Consulting is not aware of any evidence that suggests that Qwest has given preferential treatment to any of the participating CLECs in a manner that would undermine the credibility of the information relied upon by KPMG Consulting."). The CPUC expressly affirmed this view, see CPUC Evaluation at 41, and the other State Authorities implicitly affirmed it by supporting Qwest's Application. The fact that KPMG initiated this review in no way implicates the integrity of the Third Party Test. As the CPUC noted, "[b]ased on KPMG's statements, we are convinced that the mere existence of the CLEC participation study, without more, is insufficient basis for concern." *See id.* at 40.

V. QWEST'S CHANGE MANAGEMENT PLAN SATISFIES THE REQUIREMENTS OF SECTION 271 AND COMMISSION PRECEDENT

The FCC has established seven Section 271 criteria under the heading of "change management." *New Jersey 271 Order*, App. C ¶ 42; *see* OSS Decl. ¶ 603. Commenters challenge Qwest's compliance with respect to only three criteria: (1) organization and accessibility of information regarding change management; (2) Qwest's pattern of compliance

over time with its plan, and (3) the adequacy of Qwest's EDI interface testing environment.

Commenters have effectively conceded Qwest's compliance with the other four. 39/

Every State Authority concluded that Qwest's change management process, including its stand alone test environment (SATE), satisfies Section 271. 40/ The CPUC, which was most closely involved with the change management redesign process, agreed with Qwest that "it has in place the most comprehensive, inclusive, and forward-looking change management plan in the nation." CPUC Comments at 45. As demonstrated below, none of the other commenters advances any persuasive reason to question the adequacy of Qwest's change management process, including its interface testing environments.

A. Qwest's Change Management Plan Is Complete.

AT&T, alone among the commenters, claims that Qwest's change management plan is not yet complete for purposes of Section 271 review, pointing to the fact that two issues remained to be resolved by the redesign team after the Application was filed: (1) product and process production support manual workaround procedures and (2) voting logistics. AT&T Comments at 31-32 and Finnegan/Connolly/Menezes Decl. ¶¶ 36-43.

By any measure, by the time it filed its Application, Qwest had in place and fully implemented a Section 271-compliant change management plan. As the CPUC points out, by that time, "Qwest had already implemented and posted on its website CLEC-benefiting processes that go well beyond any CMP previously approved by the FCC." CPUC Comments at 48. The

39/ These are (1) substantial input from competing carriers in the design and continued operation of the change management plan; (2) adequacy of the change management dispute resolution procedures; (3) adequacy of EDI documentation; and (4) quality of technical assistance provided to CLECs. *See New Jersey 271 Order*, App. C ¶ 42.

40/ CPUC Evaluation at 4, 45-53; IPUC Consultation at 11-12; IUB Consultation and Evaluation at 35-40; NPSC Comments at 7; NDPUC Comments (Consultative Report) at 171-76.

fact that details on voting and on one aspect of product and process changes remained to be discussed at the time Qwest filed its Application does not change this fact. As the Department of Justice stated in its Evaluation, which concluded that Qwest's CMP complied with Section 271:

Although certain aspects of the redesign, particularly those governing product and process changes, were only recently agreed upon by Qwest and the participating CLECs, key provisions of the CMP have been in place for more than six months

DOJ Evaluation at 26.

In any event, the two issues remaining after the Application was filed are not essential to a Section 271-compliant change management process, and have by now been resolved through the redesign process and fully implemented. The manual workaround procedures were agreed to and incorporated into the CMP Framework on June 18 and were fully implemented on July 15. See CMP Framework, § 12.8; Reply Declaration of Judith M. Schultz on Change Management (“CMP Reply Declaration”) ¶ 6. The manual workaround procedures are only a small part of the CMP product and process procedures, which were otherwise complete and fully implemented by April 22, 2002. *Id.*

The voting procedures issue was so unimportant that AT&T did not even include it in its list of the issues that it deemed essential for purposes of Section 271. See CMP Decl. ¶¶ 139-140 and Exhibits DLF-CMP-11, DLF-CMP-12. The CMP voting procedures are well-established, and only the logistics of voting remained to be agreed upon by Qwest and CLECs after the June 6 redesign meeting. CMP Reply Decl. ¶¶ 8-9. These remaining details were agreed upon at the July 10 redesign conference call and implemented on July 17. See *id.* ¶ 8; CMP Framework § 17.0.

B. Qwest has Demonstrated a Pattern of Compliance Over Time With its Change Management Procedures

Qwest has demonstrated a strong pattern of compliance over time with the redesigned CMP plan, whose key Section 271 provisions had been in place for six months or more at the time of filing of the Application. CMP Decl. Section V(D). Several commenters nevertheless take issue with Qwest's showing. Their primary claim is that Qwest's redesigned CMP has not been in place long enough for Qwest to have demonstrated compliance over a sufficient length of time. As shown in the CMP Declaration, Qwest has amassed a record of very high levels of compliance with its plan over time, a record which continues to this day. ^{41/}

AT&T makes much of the fact that several redesigned CMP provisions were implemented on April 1, 2002, or later, giving Qwest at most two months in which to demonstrate a pattern of compliance. AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 42. Two months (in the case of product and process changes) is adequate time to demonstrate a pattern of compliance, however, particularly when the balance of the redesigned procedures have been in place for at least six months and Qwest has demonstrated a strong and consistent pattern of compliance for those. In hearings before State Authorities, AT&T has admitted as much. In a hearing on change management before the Washington Utilities and Transportation Commission, Mr. Menezes of AT&T testified as follows:

Another component is that Qwest has adhered to the process over time. . . . And Ms. Doberneck has mentioned two to three months. And I think that's what we would be looking for, some period of time once it's done, and evidence to support that there is this adherence.

^{41/} Although Qwest relies in this Application on its record in complying with its CMP as of the date of filing, *see* Exh. DLF-CMP-5, updated compliance data, through July 19, 2002, confirm Qwest's continued strong pattern of compliance with the plan, including the more recently implemented aspects of the plan. *See* CMP Reply Decl. ¶ 21 and Reply Exhibit JMS-7.

Washington Change Management Hearing, April 26, 2002, (Reply Exhibit LN-47), p. 07516. As Mr. Menezes mentioned, Ms. Doberneck of Covad agreed: “I think systems is a little bit different, but if we are talking product and process, two or three months should be a sufficient basis.” *Id.* at 07471.

The Department of Justice agreed that the Qwest CMP satisfies Section 271, even though certain provisions were adopted recently, observing that “CMP redesign and implementation is a dynamic process.” DOJ Evaluation at 26. And, although Qwest need not rely on this fact, Qwest’s strong pattern of compliance with product and process procedures has continued through the end of June. CMP Reply Decl. ¶ 21 (citing compliance of between 98% and 100%).

Product and process changes are not an essential part of a Section 271-compliant change management plan. *See* CMP Reply Decl. ¶ 28. *See, e.g., Georgia/Louisiana 271 Order* ¶ 180 n.673 (the FCC’s “prior orders recognize that changes that do not impact OSS interfaces are not necessarily required to be a part of a change management process,” citing *Pennsylvania 271 Order*, 16 FCC Rcd at 17451 ¶ 51.) As the Department of Justice observed, however, it is not necessary to decide this issue in order to conclude that Qwest’s CMP was adequate at the time of filing under Section 271. *See* DOJ Evaluation at 26 n.125.

AT&T and WorldCom rely heavily on the KPMG closed undetermined findings on change management. *See* AT&T Comments at 33-34; WorldCom Comments, Lichtenberg Decl. ¶¶ 75-76. Qwest fully addressed KPMG’s findings in the CMP Declaration, and need not repeat them here. *See* CMP Decl. ¶¶ 100-117. It was not essential for KPMG to observe the new product and process procedures in order for the Commission to conclude that Qwest has satisfied Section 271 through its compliance showing. The CPUC, which did have a chance to

observe the product and process procedures, correctly concluded that “Qwest has adhered to this new process and therefore KPMG’s ‘unable to determine’ finding is a non-issue.” CPUC Evaluation at 48.

KPMG’s inability to observe CLECs and Qwest prioritizing regulatory changes was due to the fact that these changes weren’t subject to prioritization until the CPUC ruled on the impasse issue. As the CPUC correctly points out in its evaluation, KPMG did not need to observe prioritization of regulatory changes in order to be confident that the prioritization process works well:

The COPUC believes that KPMG erred in reaching an “unable to determine” result. Qwest and the CLECs had prioritized IMA release 10.0 and 11.0, and the impact of the COPUC’s resolution of the PID/PAP change request impasse issue did not affect the basic prioritization process itself. Qwest has adhered to the CMP prioritization process and should not be penalized with further testing.

CPUC Evaluation at 47 (footnote omitted). 42/ See CMP Reply Decl. ¶ 30. The CLECs are unsuccessful in casting doubt on the positive conclusions reached in Arizona regarding the adequacy of Qwest’s CMP plan and pattern of compliance with that plan. See CMP Reply Decl. ¶ 31.

None of the incidents of alleged noncompliance with Qwest’s CMP call into question the adequacy of Qwest’s CMP under Section 271 or its pattern of compliance. The incidents mentioned are the same handful that the CLECs have discussed in each of the state Section 271 proceedings throughout Qwest’s region. In none of the cases cited is there a violation of Qwest’s change management procedures. See CMP Reply Decl. ¶¶ 30-39; CMP Decl. ¶¶ 154-55. Unsupported, anecdotal evidence does not carry great weight in evaluating a

42/ As noted in the CMP Declaration, to our knowledge most if not all of the other BOCs refuse to allow CLECs to prioritize regulatory changes at all. CMP Decl. ¶ 111.

BOC's compliance with Section 271 requirements. *See, e.g., Kansas/Oklahoma 271 Order* ¶ 207; *Georgia/Louisiana 271 Order* ¶ 267. Rather, what is relevant is whether there is a pattern of such violations or of a systemic problem, *Kansas/Oklahoma 271 Order* ¶ 281, something that is entirely absent from the record in this proceeding.

C. Qwest Provides CLECs a Stable Test Environment that Mirrors Production

At the time Qwest filed its application, 31 CLECs had successfully used Qwest's two testing environments, Interoperability and SATE, to develop EDI interfaces. For SATE (Stand Alone Test Environment) alone, 16 CLECs had used the test environment to successfully go into production. *See* OSS Reply Decl. ¶ 245.

Despite this extensive history of commercial usage, the commenting CLECs do not raise a single example of Qwest's testing environments causing difficulties in the real world. For their comments, they rely solely on OSS testing results. Nothing in the comments undermines Qwest's showing in its Application that both its Interoperability test environment and SATE satisfy the Commission's Section 271 criteria – namely that they each provide a “stable test environment that mirrors production.”

Among the commenters, only AT&T questions whether SATE is “stable.” AT&T argues that when Qwest makes changes to the test environment to correct “bug fixes,” it does not make parallel changes to the production environment. AT&T Comments at 35-36 and Finnegan/Connolly/Menezes Decl. ¶ 92. In fact, Qwest has undertaken to make no changes (other than bug fixes) during the 30-day period prior to implementation of a major release, and it makes those same bug fixes to the production environment. OSS Decl. ¶ 731; OSS Reply Decl. ¶¶ 251-253. This requirement has been incorporated into Qwest's change management

procedures. *See* OSS Reply Decl. ¶ 252; Change Management Decl., Exhibit DLF-CMP-2 (CMP Framework), § 8.1.7, 8.1.8.

AT&T and WorldCom also argue that SATE does not “mirror production” within the meaning of Section 271 because SATE does not deliver exactly the same response as would the production environment in every instance. AT&T Comments at 36-38 and Finnegan/Connolly/Menezes Decl. ¶¶ 103, 106; WorldCom Comments at 21 and Lichtenberg Decl. ¶ 89. But the Commission does not require a BOC’s EDI test environment to generate, in every instance, the identical response that would be generated in the production environment. Rather, the Commission requires that the test environment “perform the same functions as the production.” *Texas 271 Order* ¶ 138. *See also Georgia/Louisiana 271 Order* ¶ 189. As explained below and in greater detail in the OSS Reply Declaration, § VII(C), SATE clearly satisfies this test.

The purpose of interface testing is to ensure that the CLEC’s EDI interface (its code) works properly with the Qwest systems and that CLEC systems will be able to receive and display error messages and other responses, such as FOCs. OSS Decl. ¶ 718; OSS Reply Decl. ¶ 255. It is not necessary for each test response to be identical to the response that would be received in production in order to accomplish these goals.

AT&T and WorldCom nevertheless focus on the fact that, in some instances, a particular test transaction in SATE may return a different response than would be returned in production. As stated in the OSS Reply Declaration:

What matters in interface testing is that the response comes back in a consistent format every time, and that the correct field is populated. The content of the data received is not as important because the CLEC’s EDI code will generally not act on the content

of the data; that will be done by a human being. ^{43/} A CLEC's software works with the structure, not the content, of the data received. Each response transaction type has the same structure through which data is returned.

OSS Reply Decl. ¶ 257. Thus, the content of a response may differ between SATE and production, but a CLEC will still be able to test its ability to receive that production response, because it is testing to make sure its software will receive the response in the appropriate field. *Id.* ¶ 261. In SATE, CLECs can perform every transaction that they can perform in production, for products available in SATE. There is no piece of code that CLECs are unable to exercise through SATE. It is a positive, not a negative, that the responses in SATE are static and repeatable. If a CLEC receives the predicted response every time it runs a test transaction in SATE, it knows its code will work in production. SATE thus “perform[s] the same key functions” for CLECs as the production environment does, which is all that is required under Section 271. *Texas 271 Order* ¶ 138.

Qwest documents the manner in which SATE responses differ from production responses, and documents which production error messages are not included in SATE. *See* OSS Reply Decl § VII(D); OSS Decl. ¶¶ 725 n.1052, 735, 762. Qwest also will promptly add new test data or additional error messages to SATE upon CLEC request, a factor viewed as contributing to “mirroring production” under Section 271. OSS Decl. ¶¶ 725 n.1051, 735, 764. *See Georgia/Louisiana 271 Order* ¶ 189. Significantly, no CLEC has yet requested that Qwest code any additional error messages in SATE. OSS Reply Decl. ¶ 265 n.322. Nor has the SATE Users' Group objected to the scope and type of error messages generated in SATE. *See id.* ¶ 269 n.324; Reply Exhibit LN-42 (May 21, 2002 Meeting Minutes of SATE Users' Group).

^{43/} Qwest provides scenarios for the CLEC to test those situations in which Qwest believes varying content of the data may require CLECs to code their systems to take into account the variability of the data.

Perhaps the most compelling evidence of all that SATE offers CLECs an adequate test environment that mirrors production is that so many CLECs have achieved production status through successful testing in SATE. As indicated in the Application, as of May 1, 2002, five individual CLECs had tested in SATE and gone into production, with five other CLECs doing so through a service bureau. OSS Decl. ¶ 740. During May, another six individual CLECs went into production after testing in SATE. Thus, as of June 1, 2002, a total of 16 CLECs have tested and gone into production using SATE. *See* Qwest SATE Confidential Data Ex Parte, July 15, 2002 (Confidential Attachment). *See also* OSS Reply Decl. § VII(A).

By way of comparison, the FCC found it compelling that three CLECs had successfully used the SBC testing environment and gone into production in the Texas Section 271 proceeding. *Texas 271 Order* ¶ 138. Here, the evidence is far stronger that SATE provides a successful test environment for CLECs. As the Commission has stated on numerous occasions, “actual commercial usage [is] the most probative evidence that a BOC is providing nondiscriminatory access to its OSS.” *Texas 271 Order* ¶ 102; *New Jersey 271 Order* at App. C ¶ 31. ^{44/} Letters from two entities that have tested their software using SATE provide additional evidence that SATE mirrors production (Allegiance, a CLEC, and NightFire, a software vendor). Reply Exhibits LN-38 and LN-14.

As noted in the OSS Declaration, Qwest has further enhanced SATE’s mirroring of production by providing automated post-order responses through VICKI (since January 26,

^{44/} In the case of SWBT in Texas, there was no third party test of SWBT’s interface testing environment. The Commission there stated that “in those substantive areas not covered by the Telcordia test, we rely instead on other evidence, such as actual commercial usage, to assess whether SWBT provides nondiscriminatory access to its OSS.” *Texas 271 Order* ¶ 103. *See also Georgia/Louisiana 271 Order* ¶ 187 n.704 (CAVE test environment not subjected to third party test in Georgia, but FCC still approved it under Section 271).

2002) and by implementing test flow-through components. ^{45/} OSS Decl. ¶¶ 723-725. Rather than acknowledging the options that these enhancements offer to CLECs, AT&T and WorldCom disparage them, suggesting, for example, that they do not sufficiently mirror production because a CLEC must “choose a path” to use VICKI. AT&T Comments at 36, 37; WorldCom Comments, Lichtenberg Decl. ¶ 85. Their argument reflects a misunderstanding of the nature of VICKI, which relies on predetermined test transactions with predetermined responses that verify a CLEC’s code is working properly. *See* Reply Decl. § VII(E).

AT&T and WorldCom cite the closed unresolved status of two SATE-related exceptions by KPMG in the ROC test as evidence that SATE does not mirror production (E3077) and that it does not provide testing for a sufficient range of products (E3095). The concerns raised in these exceptions are fully addressed in the OSS Declaration, and we need not repeat that explanation here. OSS Decl. ¶¶ 752-769. *See also* OSS Reply Decl. ¶¶ 294 n.363. The commercial evidence of CLECs successfully testing in SATE should put to rest any remaining doubts raised by the closed unresolved KPMG exceptions.

AT&T and WorldCom also suggest that Qwest should not rely on the HP Arizona test because HP did not test VICKI or flow-through and did not conduct “production mirror testing” of SATE. AT&T Comments at 38 n.87; *see also* WorldCom Comments, Lichtenberg Decl. ¶ 86. First, in directing HP to conduct a further test of SATE for EDI release 9.0, the ACC Staff made a conscious decision that it was not necessary for HP to test either VICKI or flow-through, citing the evolutionary nature of SATE and the future development of PO-19B. OSS Reply Decl. § VII(G), citing Reply Exhibit LN-45.

^{45/} The FCC has not required that these components be part of a test environment under Section 271. *See Texas 271 Order*, 15 FCC Rcd at 18421 (¶ 138).

Second, HP did find that Qwest's SATE is adequate to support CLEC testing in Arizona. HP Summary Evaluation Report (December 21, 2001), § 2.1, (Exhibit LN-OSS-73). As the Department of Justice noted in its Evaluation (at 30), "HP, through its transaction testing of SATE in Arizona, found the accuracy and consistency of SATE test responses to be adequate to support certification," citing HP Summary Evaluation Report at 8. *See also* OSS Reply Decl. ¶ 297. HP's testing resulted in a number of specific recommendations, some of which specifically addressed the issues identified by AT&T and WorldCom in their comments here. *See* OSS Reply Decl. ¶¶ 297-300. Qwest has agreed to and has complied with every recommendation with the exception of two relating to an expansion of PID measure PO-19, which are in the process of being implemented. OSS Decl. ¶ 751. 46/

The first performance results of the new PID designed specifically to measure the extent to which SATE mirrors production (PO-19B) also support the conclusion that SATE satisfies the Section 271 standard. Preliminary results are now available for July (the first month in which PO-19B was measured), and show that Qwest achieved a 98 percent mirroring rate (above the benchmark of 95 percent).

In sum, the results of both the ROC and Arizona third party tests, in combination with other evidence Qwest has presented on the effectiveness of SATE and the number of CLECs successfully testing in SATE, support a conclusion that SATE satisfies the requirements of Section 271.

Finally, AT&T and WorldCom argue that Qwest's other EDI test environment, the Interoperability environment, is not physically separate from the production environment,

46/ Even if the Arizona third party test did not evaluate every aspect of SATE, that does not mean the results are not relevant under Section 271. After all, the SBC test environment was found to satisfy Section 271 without any third party test results at all. *Texas 271 Order* ¶ 135.

citing *Georgia/Louisiana 271 Order* at ¶187. AT&T Comments at 35 and Finnegan/Connolly/Menezes Decl. ¶ 89; WorldCom Comments at 20-21 and Lichtenberg Decl. ¶ 81. As discussed in both the opening and the Reply OSS declarations, however, not only is the Interoperability environment physically separate from the production environment, it is physically impossible for orders to be transmitted through to production from Interoperability, because there is no physical connection from the Interoperability systems to the provisioning systems. OSS Decl. ¶ 712; OSS Reply Decl. ¶ 290. The concerns articulated by CLECs that Interoperability has an adverse impact on production are unfounded (*e.g.*, the potential for orders to be provisioned or for the Interoperability environment to “crash” the production systems). AT&T Comments, Finnegan/Connolly/Menezes Decl. ¶ 85-90; WorldCom Comments, Lichtenberg Decl. ¶ 81. The Interoperability environment satisfies the FCC’s requirement that the test environment should be physically separate from production. *See Georgia/Louisiana 271 Order* ¶ 187.

AT&T and WorldCom also argue that Interoperability environment does not “mirror production” because some orders are processed manually. AT&T Comments at 35; WorldCom Comments, Lichtenberg Decl. ¶ 83. The orders are processed manually so that they do not flow through into production and cause test accounts to be provisioned. The lack of flow-through capability is not a flaw under Section 271, since the FCC has not required flow-through as a necessary part of their testing environments. *Texas 271 Order* ¶ 138.

In sum, both SATE and the Interoperability environment satisfy the FCC’s requirement of a physically separate “stable test environment that mirrors production.” *New Jersey 271 Order*, App. C ¶ 42.

VI. QWEST MEETS ALL OTHER CHECKLIST OBLIGATIONS

A. Checklist Item 1: Interconnection

1. Qwest Satisfies its Obligation to Provide Interconnection Trunking

Qwest's Application included a detailed discussion of its interconnection performance. AT&T is the only commenter that discussed interconnection trunking, and it did not raise any concerns about Qwest's performance in that area. Rather, AT&T's comments were limited to issues concerning the precise scope of Qwest's legal obligation to offer interconnection to competing carriers. ^{47/} Section 271 proceedings, however, are not the appropriate forum to resolve such disputes. *See, e.g., New Jersey 271 Order* at App. C ¶ 4.

First, AT&T contends that "if a CLEC forecasts a need for more trunks than Qwest *thinks* the CLEC will need, Qwest forces the CLEC to pay a construction deposit, which will not be returned if the CLEC's utilization falls below a certain threshold." AT&T Comments at 75. This is not true. Unless a CLEC has an unbroken 18-month history of low average utilization of trunking that is already in place, the CLEC is not even a candidate for a deposit. SGAT 7.2.2.8.6.1 ("if CLEC's trunk state wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service *each month*"). Moreover, CLECs choose whether or not to place deposits. For carriers whose agreements mirror the SGAT, submission of a deposit is optional to the CLEC. *See, e.g., Colorado SGAT* §§ 7.2.2.8.6.1 and 7.2.2.8.6.3 ("To the extent CLEC chooses to submit a deposit . . ."). To date, no CLEC in any state has elected to submit a deposit. *See Freeberg Reply Declaration* ¶ 9.

^{47/} *See* AT&T Comments at 71-81 and Wilson Decl. ¶¶ 5-36. One of the matters raised by AT&T deals with the use of spare transport capacity. This issue is addressed below in the context of checklist item 13, as it is a financial issue rather than a structural one. Another issue raised by AT&T deals with charges for entrance facilities. *See* AT&T Comments at 73-75. This issue is addressed in the pricing section below.

AT&T asserts, without any evidence, that “[t]he practical effect of these provisions is that CLECs scale back their facilities-based market entry to prevent excess blocking.” *See* AT&T Comments at 76-77. Qwest’s commercial performance results demonstrate that blockage on interconnection trunks is extremely rare, and is at parity with the retail analogue. ^{48/} AT&T does not address that fact. In short, AT&T’s forecasting concerns are hypothetical and without foundation.

Second, AT&T asserts that “Qwest may unilaterally determine that a CLEC is underutilizing its trunks and snatch trunks back from the CLEC regardless of the CLEC’s needs or plans for the trunks it holds and for which it pays.” AT&T Comments at 78. Again, AT&T overstates its case. The SGAT provides, in § 7.2.2.8.13, that “Qwest *may* reclaim the unused facilities and rearrange the trunk group.” Qwest has never exercised its rights under that provision. Typically, when underutilization reports provided by Qwest indicate the potential need to reduce the size of the trunk group, CLECs have voluntarily agreed to a trunk group size reduction. This voluntary approach to trunk group size reduction has worked well from each carrier’s perspective during the past several years. *See* Freeberg Reply Declaration ¶ 13.

Third, AT&T argues that “Qwest’s SGATs in Iowa, Idaho, Nebraska, and North Dakota (§ 7.2.2.9.3.2) prohibit CLECs from placing interconnection traffic on the trunk groups they have already established to carry toll traffic.” AT&T Comments at 79. This issue does not pose competitive problems for AT&T in any of the application states. The Colorado SGAT allows for the complete combining of traffic that AT&T seeks. In Idaho, AT&T’s interconnection agreement with Qwest contemplates the combining of different types of traffic

^{48/} *See* Commercial Performance Results under metric NI-1. The results for each state appear in Attachment 5, Appendix D to Qwest’s Application, and in *ex parte* submissions dated July 2 and July 23, 2002.

on interconnection trunks. ^{49/} In fact, interconnection trunk groups in Idaho now carry a mix of traffic types. In Iowa, Nebraska, and North Dakota, Qwest has interconnection agreements with CLECs that likewise allow the combining of local and toll traffic on the same trunk group. *See* Freeberg Reply Declaration ¶¶ 19-20. Any carrier may exercise its right to incorporate the language from those agreements into its interconnection agreement.

In any event, the SGAT provisions that AT&T attacks are not discriminatory. Qwest has long maintained one set of trunk groups to carry exchange access traffic for interexchange carriers and a second set for its own local traffic. *Id.* ¶ 21.

Finally, AT&T argues that “Qwest’s SGATs also arbitrarily limit the length of interconnection trunks between Qwest switches to 50 miles. In other words, when a CLEC wishes to purchase interconnection trunks that would involve transport of more than 50 miles between Qwest switches, and Qwest lacks adequate capacity on such a route, Qwest requires the CLEC to build the additional capacity for Qwest.” AT&T Comments at 80-81.

The regulatory authorities in Idaho, Nebraska and North Dakota approved a compromise proposed by Qwest. In those states, when a CLEC seeks direct trunked transport in excess of 50 miles and the parties cannot agree on an appropriate cost sharing arrangement, the parties may submit the issue to the state commission for resolution. There is no contractual limit on the length of direct trunked transport in those states. *See* Freeberg Reply Declaration ¶ 24.

In Colorado and Iowa, the regulatory authorities approved SGAT language that requires Qwest to provide direct trunked transport up to 50 miles where Qwest does not have

^{49/} The AT&T interconnection agreement states, “If Local Traffic and Toll Traffic are combined in one (1) group, AT&T shall provide a measure of the amount of Local and Toll traffic relevant for billing purposes to U S WEST.” *See* Qwest/AT&T Idaho interconnection agreement at § 8.2.2. This agreement (and the others discussed here) appears in Attachment 5, Appendix L to Qwest’s Application.

existing facilities. Beyond 50 miles, CLECs may be required to construct facilities to the mid-point of the span. That limitation is reasonable. When neither carrier has available facilities between the respective carriers' switches that need to exchange calls, each carrier is on equal ground. In this case, one carrier or the other carrier (or both) must construct facilities. When the carriers agree to a mid-span meet, neither carrier bills the other for reciprocal compensation associated with local transport. If AT&T provides the entire facility, it will bill Qwest for the transport it provides. When Qwest provides the entire facility, it will bill AT&T for the transport it provides. AT&T may decide which option is best for the interconnection. AT&T has not adduced any evidence that the SGAT provisions in Colorado and Iowa have had an adverse effect on competition.

2. Qwest Provisions Collocation in a Manner Consistent with Section 271

Qwest's Application established that Qwest provides adjacent collocation in a manner consistent with the Act and FCC requirements. Qwest Br. at 34; Bumgarner Collocation Decl. ¶¶ 36-38. *See also* SGAT §§ 8.1.1.6, 8.2.6 *et seq.*, & 8.4.6 *et seq.* Alone among the commenters, Eschelon contends that Qwest's collocation offerings are inadequate because, it complains, Qwest does not provide "off-site" adjacent collocation. ^{50/} Eschelon's contentions are without merit.

^{50/} Eschelon Comments at 27. Vanion complains in passing that Qwest's non-recurring charges for collocation are too high in view of what it contends is "ample space in [Qwest's] central offices that has been built out for other carriers and is no longer in use." Vanion Comments at 3-4. Vanion concedes, however, that it believes Qwest to be investigating the development of a new collocation product that will allow CLECs to use such already-developed space. *Id.* at 4. In the event, Qwest's Application demonstrated that the development of processes and products for collocation space no longer in use was completed some time ago by a CMP subcommittee working in conjunction with several CLECs, and that documentation and template contract amendments for the decommissioning, cancellation and transfer of collocation space were agreed to by the parties. The documentation has been distributed to CLECs and is

Neither the Act nor the rules require a BOC to provide collocation space in or on a third party's property. The Act by its terms requires the provision of collocation only "at the premises of the local exchange carrier." *See* 47 U.S.C. § 251(c)(6). In implementing this provision, the FCC determined that ILECs should be required to provide "adjacent collocation," to wit, that they "make available, where physical collocation space is . . . exhausted . . . collocation in adjacent controlled environmental vaults [or] huts, or similar structures located at the [ILEC] premises." 47 C.F.R. § 51.323(k)(3) (emphasis added). The term "premises," in turn, is defined to include only an ILEC's central offices and serving wire centers; buildings or similar structures owned, leased or otherwise controlled by the ILEC that house its network facilities; structures that house ILEC facilities on public rights-of-way; and land owned, leased, or otherwise controlled by an ILEC adjacent to the above-listed categories of property. 47 C.F.R. § 51.5. *See Advanced Services Reconsideration Order*, 15 FCC Rcd at 17828 ¶ 42 (the term "premises of the local exchange carrier" in Section 251(c)(6) encompasses only property that is "owned, leased, or controlled by an [ILEC] as well as any [ILEC] network structure on such land"). 51/

The law is clear that the definition of "premises" under the Act and the rules excludes "off-site" areas that are not owned or controlled by the ILEC – precisely the areas in

available on Qwest's website in the PCAT. *See* Attachment 5, Appendix O, Tab 591. *See also* Bumgarner Reply Decl. Section II.B.

51/ In effect, the arrangement Eschelon seeks is not really "collocation" at all, adjacent or otherwise, because it would require access to property that is *not* owned, leased or controlled by Qwest. Eschelon is, of course, free to secure space and locate equipment in or on property that is close to or adjacent to Qwest's property but that is not owned or controlled by Qwest.

which Eschelon believes it is entitled to “adjacent collocation.” Eschelon’s contention should be rejected. 52/

B. Checklist Items 2, 4, 5 and 6: Unbundled Network Elements

Certain commenters raise several issues with respect to unbundled network elements. None of these issues should stand in the way of approval of Qwest’s Application, however, because no commenter has demonstrated that Qwest’s policies are inconsistent with the final decisions of the State Authorities or with federal law. Furthermore, some of the issues raised by commenters are not appropriately considered in a Section 271 proceeding at all.

For example, AT&T criticizes Qwest’s policies with respect to combining UNEs with other services. AT&T Comments at 11 and Wilson Decl. at 22-25. However, the Commission has identified this as an open issue in its *Triennial UNE Review NPRM*, 16 FCC Rcd at 22814-15 ¶¶ 72-73. As it is currently under consideration in another docket, this issue is not appropriately considered in a Section 271 proceeding. *See, e.g., Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6368 ¶ 253 (declining to decide whether a “fresh look” at termination liability assessments was appropriate because the same issue was under consideration in a pending proceeding).

52/ The remaining collocation issues that Eschelon purports to raise, by way of attaching certain of its responses to discovery propounded by the Minnesota Department of Commerce in that state’s Section 271 proceeding, are equally insubstantial. As Qwest has shown, for example, its forecasting and space reservation policies have been litigated at length and properly decided in the Multistate process and by the State Authorities. *See, e.g., Bumgarner Collocation Decl. ¶ 29* (citing *IPUC Checklist Compliance Order* at 5; *IUB Conditional Statement on May Report* at 28; *CPUC Compliance Order* at Section II.11) and ¶ 34 n.47. Otherwise, these collocation issues have been addressed through the CMP based on consensus reached in the states’ Section 271 workshops or decisions by the pertinent State Authorities. *See Bumgarner Reply Decl. Section II.A.*

AT&T also alleges that Qwest's packet switching offering is insufficient. *See* Reply Declaration of Karen A. Stewart ("Stewart Reply Decl.") ¶¶ 57-61. However, AT&T's allegations are of a type that the Commission has previously declined to decide. In the *Kansas/Oklahoma Section 271* case, the Commission declined to address a packet switching complaint on ripeness grounds because no CLEC had ordered packet switching from SBC. *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6363-64 ¶ 245. The same can be said here: no CLEC has ordered packet switching in any of Qwest's states. AT&T's concern, therefore, is hypothetical at best.

AT&T demands the ability to remove Qwest loops from the NID. AT&T Comments at 103-04 and Wilson Decl. at 25-26. This practice would leave Qwest loops to dangle outside of the NID without overvoltage protection from surges in the network, such as lightning strikes. The State Authorities have already reviewed this issue, and each agreed with Qwest that it is not appropriate for CLECs to remove Qwest loops from the overvoltage protectors at the NID and to leave Qwest loops without termination to a protector. Stewart Reply Decl. ¶ 53.

With respect to the following issues, Qwest's positions are consistent with Commission requirements and with the final orders of each of the application states. Therefore, they should not impede a grant of long distance authority under Section 271.

1. Qwest's Policy Regarding Construction of New Facilities/Held Orders Is Reasonable

The Act defined UNEs for the purpose of giving CLECs access to the incumbent LEC's "existing" network. AT&T's claim that Qwest should be required to construct facilities for CLECs is simply wrong. This Commission has never expressly imposed construction requirements in all circumstances on ILECs, and, not surprisingly, commenters have failed to

cite to any such requirement. The Act was not designed to force ILECs to build networks for CLECs; indeed, in *Iowa Utilities Board v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997), the court of appeals held that CLECs are entitled to unbundled access only to Qwest's *existing* network:

We also agree with the petitioners' view that subsection 251(c)(3) implicitly *requires unbundled access to only an incumbent LEC's existing network*, not to a yet unbuilt superior one. [Emphasis added.]

The court emphasized that the requirement of nondiscriminatory access to unbundled network elements does not mean that ILECs are obligated to satisfy every desire of every requesting carrier. Requiring Qwest to become a construction company for CLECs would be contrary to the public policy goals of the Act because it would discourage facilities-based competition by eliminating any incentive for CLECs to construct their own competing networks.

As described in Qwest's Application, *see* Simpson/Stewart UNEs Declaration ¶¶ 20-25, Qwest attempts to locate compatible facilities for CLECs, performs incremental facility work to make UNEs available, and will hold CLEC orders for a reasonable period of time. Qwest believes its 30-business-day hold period is a reasonable period of time to allow the CLEC to access any facilities that become available during the service order hold period. In an effort to locate facilities, Qwest has created standard facility assignment processes for both copper and fiber facilities. Stewart Reply Decl. ¶ 5.

When no facilities are located, Qwest holds the CLEC's order for 30 business days and continues to attempt to assign compatible facilities. If a facility becomes available during this 30-business-day period, the order will be released and installed on a first-come, first-served basis for retail and wholesale orders. The CLEC must approve the activity prior to installation of the CLEC order. If after 30 business days compatible facilities still are not available, Qwest will reject the order and inform the CLEC that no compatible facilities

exist. 53/ At any time, the CLEC has the option to ask that Qwest construct the facilities according to the special construction process outlined in the SGAT. 54/

Qwest first added the 30-business-day hold period described above to its Montana SGAT to address concerns about Qwest's held order policy expressed by CLECs in the Montana Section 271 proceedings. In a submission to this Commission on June 20, 2002, Covad expressed approval of this new policy. 55/ Qwest has added the 30-business-day held order process to its Colorado and Iowa SGATs and will incorporate it into the SGATs of every other state in its region as updated SGATs are filed in the normal course. Via its Change Management Process, Qwest is currently noticing CLECs of the 30-business-day hold policy by incorporating the policy into its online PCAT. Already, however, the 30-business-day hold policy has been Qwest's practice in all 14 of the Qwest-region states for many months.

Meanwhile, with respect to federal guidelines on the obligation to build, Qwest's position is at least comparable to that of Verizon, as described in the Commission's *Pennsylvania 271 Order*, 6 FCC Rcd at 17469-70 ¶ 91. Furthermore, the Commission has identified the obligation to build new UNEs as an open issue and has expressed its intention to

53/ After 30 days the CLEC may submit a second order, and Qwest will continue to attempt to assign compatible facilities for another 30 business days. It is important to note that Qwest fills the vast majority of loop orders it receives from CLECs. A snapshot of Qwest's internal regional data for May 2002 demonstrates that more than 99% of CLEC inward orders for unbundled loops were fulfilled.

54/ SGAT § 9.19. In addition, Qwest provides notification of major facility builds through its ICONN database. SGAT § 9.1.2.4. CLECs can submit orders against these planned builds, and those orders will not be rejected.

55/ Covad ex parte submission, June 20, 2002 ("In Montana, Qwest proposed SGAT language that, in Covad's view, would alleviate much of [Covad's] concerns about the held order policy.").

address the issue in its triennial UNE review. *Triennial UNE Review NPRM*, 16 FCC Rcd at 22811 ¶ 65. Qwest's build policy is therefore consistent with existing federal law.

AT&T also contends that Qwest should be required to add or upgrade electronics for the purpose of providing dedicated transport. AT&T Comments, Wilson Decl. at 21-22. For unbundled dedicated transport, if electronics are currently available, Qwest includes the existing electronics as part of the overall facility request. However, Qwest does not agree to add or upgrade electronics for dedicated transport.

Qwest's position is consistent with the Commission's unwillingness to impose on ILECs an obligation to construct new facilities for the provision of unbundled transport. ^{56/} The Commission has clearly stated that ILECs do not have an obligation to build a transport 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 that the incumbent LEC has not deployed for its own use.

UNE Remand Order, 15 FCC Rcd at 3843 ¶ 324 (emphasis added).

Qwest agrees in section 9.1.2.3 of its SGAT to perform incremental facility work, including carding existing electronics. However, adding electronics at a CLEC's request is not incremental facility work. The cost of such electronics is significant and involves capital

^{56/} See, e.g., *Local Competition First Report and Order*, 11 FCC Rcd at 15722 (¶ 451) (“[W]e expressly limit the provision of unbundled interoffice facilities to *existing* incumbent LEC facilities.”) (emphasis in original).

construction, engineering and installation. For example, 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, for example, the actual material and placing costs are \$36,880 per node, assuming that all supporting framework and power are in place in the central office. Installation of a digital cross connect device, meanwhile, can cost in excess of *\$1 million*. ^{57/} In network construction jobs such as these, floor space must be acquired, infrastructure evaluated, and power needs assessed. The process can take four to five months to complete. These are precisely the types of construction jobs to build network capacity that the Commission does not require ILECs to undertake.

The same can be said of “upgrading” existing electronics to add capacity to the network. Again, AT&T implies 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.

AT&T also asks that Qwest be required to light dark fiber. AT&T Comments, Wilson Decl. at 21-22. Qwest makes dark fiber available to CLECs as required by Commission rules. CLECs can light that dark fiber and create dedicated transport at virtually the same cost as Qwest would incur. Alternately, to the extent that a CLEC wants Qwest to add electronics to dark fiber, the CLEC can make such a request under the special construction provisions in SGAT section 9.19.

AT&T would prefer to force Qwest to incur significant up-front investments to bankroll CLEC expansions. Moreover, there is no assurance that the CLEC would not

^{57/} For example, a recent installation of a Titan 550 digital cross connect at Qwest’s

disconnect the dedicated transport circuits a short time after installation, leaving Qwest and its ratepayers responsible for recovering the cost of lighting dark fiber at the CLEC's request.

The Commission defines dark fiber as “fiber that has not been activated through connection to the electronics that ‘light’ it.” 58/ By definition, therefore, dark fiber does not have electronics attached to it; electronics must be added to light the dark fiber in order for it to provide dedicated transport. The Commission has stated that the obligation to add electronics belongs to the CLEC leasing the fiber. 59/ AT&T's position that Qwest is required to light dark fiber is merely an attempt to circumvent the FCC's holding that ILECs are not required to build dedicated transport facilities. *UNE Remand Order*, 15 FCC Rcd at 3843 ¶ 324.

As the Commission's Wireline Competition Bureau recently noted, the Act “does not require [ILECs] to construct network elements, including dark fiber, for the sole purpose of unbundling those elements for AT&T or other carriers.” 60/ The Commission should reject any attempt by AT&T in this proceeding to erode the Commission's position on this issue.

In summary, throughout the development of its build and held order policies, Qwest has considered and addressed CLEC concerns. Qwest's resulting policies are completely consistent with Commission precedent and with the final decisions of the states included in this Application.

Columbine, Colorado central office cost \$1,237,053.

58/ *UNE Remand Order*, 15 FCC Rcd at 3776 (¶ 174); *see also id.* at 3843 (¶ 325).

59/ *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.).

60/ *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, ¶ 468 (July 17, 2002).

2. The State Authorities Have Uniformly and Properly Concluded That the Local Use Restriction May Appropriately Be Applied to Dark Fiber

AT&T challenges Qwest's policy of applying the Commission's local use restriction to dark fiber when it makes up part of an enhanced extended loop ("EEL"). AT&T Comments at 102. AT&T contends that local use restrictions have "no possible application to dark fiber, because CLECs by definition always light (and generally combine) unbundled dark fiber themselves." *Id.*

AT&T mischaracterizes Qwest's position on this issue. Qwest does not apply the Commission's local use restriction for EELs to dark fiber in all cases, as AT&T implies, but only when the dark fiber in question is provided as part of an EEL. Section 9.7.2.9 of Qwest's SGAT makes this clear:

CLEC shall not use [dark fiber] that is part of a Loop transport combination, as a substitute for special or switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the [dark fiber] as set forth by the FCC (See 9.23.3.7.2).

The Commission has not specifically addressed the applicability of the local use restriction to EELs that consist partly of dark fiber. However, the Commission's rationale for authorizing this restriction applies no less forcefully to dark fiber EELs. In its *Supplemental Order Clarification*, the Commission explained that it imposed the local use restriction to prevent unbundling requirements from interfering with access charge and universal service reform. *EEL Supplemental Order Clarification*, 16 FCC Rcd at 9588 (¶ 2). In other words, an unfettered unbundling obligation would have erased substantial amounts of access charge revenues, which have historically provided implicit subsidies that are necessary to maintain the goals of universal service. Unlimited access to EELs made of dark fiber as a substitute for special access services would also interfere with the access charge regime. It is therefore

appropriate that the local use restriction apply to EELs that include dark fiber in the same way that it applies to EELs that do not include dark fiber components. The Multistate Facilitator articulated this point well in his recommended resolution of the issue:

There is no doubt that a loop-transport combination that includes dark fiber remains a loop-transport combination. The logic behind the FCC's concern about access charges is in no way diminished because the facilities providing the combination were unlit before a CLEC gained access to them. 61/

In short, Qwest's treatment of dark fiber EELs is consistent with the policy considerations outlined in the Commission's *Supplemental Order Clarification* and with the final decisions of the State Authorities.

3. The State Authorities Have Uniformly and Properly Concluded that Non-ILEC Qwest Affiliates Are Not Subject to Unbundling Obligations Under Section 271

AT&T erroneously contends that the unbundling requirements of Section 251(c)(3) pertain to entities beyond Qwest Corporation ("QC").62/ AT&T Comments at 85-88. The unbundling obligations of Section 251(c)(3) apply only to ILECs. 47 U.S.C. § 251(c). QC is the only ILEC in the Qwest family of entities. Stewart Reply Decl. at ¶¶ 19-25. Consequently, the unbundling requirements of Section 251(c)(3) apply only to QC. 63/

61/ *Multistate Facilitator's Report on Emerging Services* at 57. All of the application states approved Qwest's position on this issue. See Stewart Dark Fiber Decl. at ¶ 35.

62/ Following the merger of QCII and U S WEST, Inc., U S WEST Communications, Inc. ("USWC") changed its name to "Qwest Corporation." Prior to the merger, Qwest had no ILEC operations, and USWC was the only ILEC within the U S WEST, Inc., family of entities. Stewart Reply Decl. at ¶ 19-25.

63/ To the extent AT&T is asking this Commission to impose a new obligation on ILECs, this Section 271 proceeding is not the appropriate venue. See, e.g., *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6246-47 ¶19.

First, the Commission has ruled that one company is a “successor” of another for purposes of Section 251(h) if there is “substantial continuity” between them, “such that one entity steps into the shoes of, or replaces, another entity.” ^{64/} “Substantial continuity” exists where a company has “acquired substantial assets of its predecessor and continued, without interruption or substantial change, the predecessor’s business operations.” ^{65/} No affiliate of QC has “step[ped] into the shoes of, or replace[d]” the pre-merger ILEC, nor has any such affiliate “acquired substantial assets” of USWC or “continued” USWC’s ILEC business “without interruption or substantial change.” The only Qwest entity that has done these things (and, accordingly, the only one that is an ILEC “successor” for purposes of Section 251(h)) is QC. Stewart Reply Decl. at ¶ 23.

Second, as noted above, the only entities that are subject to Section 251(c) are “incumbent local exchange carriers.” 47 U.S.C. § 251(c). Congress defined “incumbent local exchange carriers” as a subcategory of “local exchange carriers”: the ILEC in a given area is “the local exchange carrier that - (A) on [February 8, 1996], provided telephone exchange service in such area; and (B)(i) on such date . . . was deemed to be a member of [NECA] . . . ; or (ii) is a person or entity that, on or after such date . . . , became a successor or assign of a member [of NECA].” 47 U.S.C. § 251(h)(1). A “local exchange carrier,” in turn, is defined in terms of

^{64/} *Applications of Ameritech Corp. and SBC Comm. for Consent To Transfer Control*, 14 FCC Rcd 14712, 14897-98 ¶ 454 (1999), *vacated in part sub nom. Association of Communications Enters. v. FCC*, 235 F.3d 662 (D.C. Cir. 2001).

^{65/} *Id.* (quoting *Fall River Dyeing & Finishing Corp. v. NLRB*, 482 U.S. 27, 43 (1987)); *see also* 47 C.F.R. § 53.207 (a BOC affiliate is a “successor or assign” of an ILEC only if the ILEC transfers assets to the affiliate that are subject to Section 251(c)(3), and then only “with respect to such transferred network elements”).

its specific activities: a LEC is any carrier “that *is engaged in* the provision of telephone exchange service or exchange access.” 47 U.S.C. § 153(26) (emphasis added). 66/

None of QC’s affiliates is (or was, as of February 8, 1996) “engaged in the provision of” *any* local exchange service in the application states. Stewart Reply Decl. at ¶ 25. None therefore is a “local exchange carrier” within the meaning of the Act; and, therefore, by definition, none can be an “incumbent local exchange carrier” for purposes of Section 251(c).

Finally, this issue also arose in the state 271 proceedings, and every state included in this Application decided the issue in Qwest’s favor. *See* Stewart Dark Fiber Decl. at ¶ 34. Qwest’s SGAT includes a commitment to make available to CLECs any dark fiber to which Qwest has obtained a right of access, whether owned by an affiliate or not. SGAT § 9.7.1. With this commitment, Qwest is in full compliance with the state commissions’ resolution of this issue and with existing federal law.

C. Checklist Item 7: Directory Assistance and Operator Services

In its Comments, WorldCom addresses Qwest’s customized routing (“CR”) offering for the first time (except for a single issue in the Colorado cost docket). *See* Simpson Reply Decl. at 12. In fact, WorldCom first submitted its request to Qwest in April 2002. *Id.* Qwest’s CR offering has been approved by all of the State Authorities, and Qwest has a concrete legal obligation to provide CR as part of its SGAT and state-approved interconnection

66/ The Act defines “telephone exchange service” as “(A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service . . . by which a subscriber can originate and terminate a telecommunications service.” 47 U.S.C. § 153(47). “Exchange access” is defined as “the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.” 47 U.S.C. § 153(16).

agreements. Qwest has undertaken a bench test that demonstrates that Qwest is ready, willing, and able to supply CR as described in WorldCom's interconnection agreement. Simpson Unbundled Switching Decl. at 24-25. WorldCom's request, to the extent that it requires regulatory intervention, should be resolved at the state level as an interconnection agreement interpretation matter.

In addition, WorldCom's request for 411 presubscription exceeds what Qwest is required to do in the context of Checklist Item 6 and CR. *See* Simpson Reply Decl. at 17-18. WorldCom asks that Qwest procure a secure software license for a switch feature from Lucent Technologies, and implement the feature, which is referred to in the Lucent product materials as "presubscription for alternate local service provider to access directory assistance, operator assistance, or other local services. *Id.* at 16, 17-18. Such calls would thus be handled in Qwest's network in the same manner that equal access FGD signaled intraLATA and interLATA calls are handled. *Id.* at 16, 18. This Lucent Technologies software is available for Qwest 5E switching only. *Id.* at 18. Nortel and Ericsson have not yet developed similar software or features for Qwest DMS-10, DMS100 or AXE switches. *Id.*

A Notice of Proposed Rulemaking regarding 411 presubscription is pending before the Commission. ^{67/} Qwest is not able to discern a difference between what WorldCom seeks *via* the Commission's *411 Presubscription NPRM* and WorldCom's request to Qwest. WorldCom is simply attempting an end-run around the Commission's 411 proceeding by raising a "CR issue" in the instant Section 271 proceeding. To the extent the Commission believes it is

^{67/} *Provision of Directory Listing Under the Communications Act of 1934, As Amended, The Use of N11 Codes and Other Abbreviated Dialing Arrangements, Administrations of the North American Numbering Plan*, Notice of Proposed Rulemaking, CC Docket Nos. 99-273, 95-105, 92-237, FCC 01-384 (rel. Jan. 9, 2002) ("*411 Presubscription NPRM*").

obligated to address WorldCom's CR request, it should do so in the context of the pending Commission *411 Presubscription NPRM*, not in connection with Qwest's Application.

D. Checklist Items 9 (Dialing Parity) and 11 (Local Number Portability)

OneEighty misattributes two isolated incidents involving NPA/NXX assignments as alleged failures on Qwest's part to comply with Checklist Item 11 (local number portability). *See generally* OneEighty Comments. But both of these incidents occur in the State of Montana and thus are not relevant to Qwest's compliance with either Checklist Item 9 or 11 in the instant Application. Moreover, the first issue, as OneEighty concedes, was the result of an error caused by the NANPA, not Qwest. OneEighty Comments at 3; Bumgarner Reply Decl. at 10-12 and Reply Exhibit MSB-1. The second issue involved a translations error that occurred during Qwest's implementation of changes in selected route indexes in its Billings, Montana switches. Bumgarner Reply Decl. at 12. Qwest took action promptly upon receipt of the trouble report and restored the service in approximately one hour. *Id.* These isolated and trivial incidents in Montana have no bearing on Qwest's clear satisfaction of its Section 271 obligations under Checklist Items 9 and 11 in the application states.

E. Checklist Item 13: Reciprocal Compensation

Opposing commenters do not raise any issue to merit a Commission finding that Qwest does not satisfy Checklist Item 13. AT&T's sole claim – that Qwest, in some states, prohibits CLECs from placing interconnection traffic on trunk groups used to carry toll traffic (AT&T Comments at 79-80) – was already extensively considered and correctly rejected by the Multi-state Facilitator and each regulatory agency for the states included in this Application and the Multi-state proceeding. The only other opposing commenter to address checklist item 13 in its comments – Vanion – raises the type of inter-carrier dispute that the FCC has found is not an

appropriate subject for a Section 271 compliance proceeding. 68/ The Commission therefore should find that Qwest satisfies Checklist Item 13.

There is no basis for AT&T's claim that "Qwest effectively prevents the efficient use of spare private line facilities for interconnection trunks by charging the CLEC private line rates for interconnection trunks if interconnection trunks and private line trunks are combined on the same facility." AT&T Comments, Wilson Affidavit ¶ 29. This position misstates the facts. First, Qwest's SGAT allows, rather than prevents, the use of interconnection trunks described by AT&T. *See* SGAT § 7.3.1.1.2. Qwest assesses *no charge* when a CLEC uses spare facilities in the manner AT&T describes. 69/ The flat-rated charge for the facility does not change when local traffic is added. Moreover, while Qwest's interstate special access tariff explicitly prohibits proportional pricing, 70/ the FCC has considered and specifically rejected the proportional pricing scheme sought by AT&T, 71/ which would be tantamount to impermissibly attempting to change the rates for a federally tariffed service.

68/ *See* Vanion Comments at 8-9. *See also, e.g., Georgia/Louisiana 271 Order* at ¶ 222 ("a section 271 application is not an appropriate forum for the resolution of . . . inter-carrier disputes"); *cf., New Jersey 271 Order* at ¶ 159 ("As we have stated in prior section 271 orders, 'section 271 does not compel us to preempt the orderly disposition of intercarrier disputes by the state commissions.'") (quoting *Pennsylvania 271 Order*, 16 FCC Rcd at 17484, ¶ 118).

69/ Remarkably, AT&T either does not understand that Qwest imposes no additional charges in this circumstance or it is requesting a reciprocal compensation rate lower than zero.

70/ Qwest Tariff F.C.C. No. 1, Section 2.7.1 ("[Private Line Transport Service] and Local Exchange Service may be provided on a Shared Use facility. However, individual recurring and nonrecurring charges shall apply for each PLTS and local Exchange Line. *The Shared Use facility is not apportioned.*") (emphasis added).

71/ *See* AT&T Comments, Wilson Affidavit ¶ 29 ("Proportional pricing can be used to appropriately charge the CLEC for the two types of traffic. Nevertheless, section 7.3.1.1.2 of Qwest's SGATs effectively prevents the CLEC from using existing spare private line transport facilities for interconnection trunks by charging private line rates for the complete facility, including those trunks that should otherwise be billed under the reciprocal compensation requirements for interconnection purposes.").

The Commission confirmed both in the *Local Competition Supplemental Order Clarification* and in a more recent adjudication that the “ratcheting” of rates for interconnection trunks down to TELRIC levels for local interconnection is impermissible. ^{72/} In *Net2000 Communications*, the Commission explained that the type of ratcheting AT&T seeks, when local and long-distance services are commingled on the same DS3 circuit, is clearly prohibited:

There is no provision anywhere in the [*Local Competition Supplemental Order Clarification*], or in prior orders for “ratcheting.” * * * * Although Net2000 argues that it would be better if CLECs were permitted to convert only the parts of their DS3s that are used to provide local exchange service and to continue to obtain the remaining parts of the DS3s by tariff, this clearly is not permitted[.] ^{73/}

This issue has been resolved in each state’s 271 workshop. Qwest’s practices are consistent with those regulatory agency’s workshop recommendations and are not violative of Section 271, as AT&T claims. The Multi-state Facilitator found that special access rates are part of a delicately balanced rate system that supports universal service. *Multi-State Workshop One Final Report* at 13. To alter that system by allowing TELRIC rates for special access circuits would upset the balance. The Multi-state Facilitator therefore properly concluded that CLECs can use special access circuits for interconnection, but should continue to pay the tariff rate for

^{72/} *Local Competition Supplemental Order Clarification*, 15 FCC Rcd 9587, 9588-99, ¶ 22; *Net2000 Communications, Inc. v. Verizon-Washington, D.C., Inc.*, 17 FCC Rcd 1150 (2002) (“*Net2000 Communications*”).

^{73/} *Net2000 Communications*, 17 FCC Rcd 1150, ¶ 28; *see also Local Competition Supplemental Order Clarification*, 15 FCC Rcd at 9602, ¶ 28 (“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 IXC’s solely or primarily to bypass special access[.]”).

those circuits. *Id.* Each state regulatory agency agreed. 74/ AT&T's attempt to re-litigate this issue here is therefore both inappropriate and, as demonstrated above, lacking any factual or legal foundation.

The only other claim challenging Qwest's compliance with Checklist Item 13 may be readily disposed of as well. Specifically, Vanion complains that certain Qwest practices interfere with Vanion's ability to recover their costs of terminating local traffic. Vanion Comments at 8-9. As explained in greater detail in the Reply Declaration of Thomas R. Freeberg, Vanion had a bill-and-keep arrangement with Qwest (under which neither party bills the other, nor collects from the other, for carrying local traffic), until May 31, 2002; Vanion only recently initiated invoicing Qwest or seeking payment from Qwest. 75/ Both parties are working to normalize that arrangement, and Qwest is clearly abiding by the terms of its interconnection arrangement with the CLEC. *Id.* Thus, Vanion's claim does not rise to the level of rejecting Qwest's application under Section 271, nor does it have a legitimate basis in fact. Rather, it is the kind of inter-carrier dispute, not uncommon in the industry, that should be brought to state regulatory agencies in due course – not to the FCC in a Section 271 proceeding – if the parties cannot reach a mutually acceptable resolution. 76/

74/ See, e.g., *Colorado PUC Volume IA Resolution Decision* at Section I.5; *IUB Checklist Item 13 Reconsideration Order* at 6; *Nebraska PSC Group II SGAT Compliance Order* at ¶¶ 92-98; *NDPSC Group 2 Amended Interim Report* at Section D.3 “Commingling of InterLATA and Local Traffic on the Same Trunk Groups.” See Attachment 5, Appendix C.

75/ Freeberg Reply Decl. Section III.B.. The CPUC only recently approved an amendment to Qwest and Vanion's interconnection agreement to replace the existing bill-and-keep arrangement therein with reciprocal compensation, so Qwest has received only one bill from Vanion. Remarkably, this bill included an outstanding balance due even though the parties never previously exchange bills or provided reciprocal compensation under bill-and-keep. *Id.* Qwest has yet to bill Vanion under the new arrangement. *Id.*

76/ Notably, Vanion's complaints involve issues that have come up between it and Qwest relatively recently, *id.*, and do not point to the kind of “systemic” failure or infirmity that would

F. Checklist Item 14: Resale

All five application states have advised the Commission that Qwest meets the Act's requirements for Checklist Item 14 – Resale. ^{77/} The few issues concerning resale that were raised by the commenters are addressed here.

AT&T, noting that the matter is the subject of Qwest's pending Petition for Declaratory Ruling, nevertheless complains that Qwest fails to make available for resale the bulk DSL transmission services that it provides to Microsoft Network, L.L.C. ("MSN"). See AT&T Comments at 104-106; see also WorldCom Comments at 26-27 (asserting that Qwest does not provide DSL service to many CLEC voice customers); Simpson Reply Decl. ¶¶ 33-35. AT&T does not deny that Qwest has no cognizable resale obligation under Section 251(c)(4) with respect to either (1) bulk DSL transmission services that it provides to ISPs such as MSN, see 47 C.F.R. § 51.605(c), or (2) bundled DSL information services sold (by either an ISP or Qwest) to end users. See Qwest Br. at 106 n.52. ^{78/} Nonetheless, AT&T argues that, because Qwest serves as MSN's marketing and billing agent with respect to the bundled DSL *information* service that MSN sells to end users, Qwest has become a retail provider of the distinct DSL *transmission* service that it sells in bulk on a *wholesale* basis to MSN. But any interactions that Qwest may have with the end user consumers of MSN's DSL *information* service could not transform the separate bulk DSL *transmission* service that Qwest sells to MSN into a "retail"

warrant a finding of non-compliance. See, e.g., *New Jersey 271 Order*, ¶¶ 91, 108, 126, 137 (finding of non-compliance inappropriate where asserted problems are not "systemic").

^{77/} See CPUC Evaluation at 25-26; IUB Consultation and Evaluation at 60-61; IPUC Comments at 5, 14; NPSC Comments at Executive Summary; NDPSC First Comments at 5.

^{78/} See also Second Report and Order, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Rcd 19237 (1999), *aff'd*, *Association of Communications Enterprises v. FCC*, 253 F.3d 29 (D.C. Cir. 2001); *Arkansas/Missouri 271 Order*, 16 FCC Rcd at 20758-60 ¶¶ 79-82.

service. Stated differently, AT&T cannot point to any service that is simultaneously (1) a “telecommunications service” (as opposed to an “information service”) and (2) a service that Qwest could be said to provide “at retail.” In any event, as Qwest explained in its Petition for Declaratory Ruling, MSN, not Qwest, has the retail relationship with the end users of this information service. ^{79/} Finally, even if there were some ambiguity about the proper resolution of this dispute - which there is not - this Section 271 proceeding is not the appropriate forum for the consideration of novel interpretive issues. See *Arkansas/Missouri 271 Order*, 16 FCC Rcd at 20759-60 ¶ 82.

AT&T also disputes the resolution by the CPUC of matters pertaining to Qwest’s marketing discussions with resale customers who mistakenly contact Qwest. AT&T Comments, Wilson Declaration ¶ 76. The Colorado Hearing Commissioner refused to restrict Qwest from marketing to CLEC customers who mistakenly contact Qwest on the grounds that such a restriction of commercial speech was not contemplated by Section 222 of the Act, would be an impermissible government restraint on the right to free speech granted by the First Amendment, and actually would limit, rather than promote, competition. *CPUC Hearing Commissioner Volume IIA Resolution Decision* at Section II.V. ¶ e; see Simpson Reply Decl. ¶¶ 36-37. As the Colorado Hearing Commissioner observed, and as AT&T concedes, competitive carriers are permitted to market to such callers. *CPUC Hearing Commissioner Volume IIA Resolution Decision* at Section II.V. ¶ e; AT&T Comments, Wilson Declaration ¶ 76. While AT&T contends that it would be discriminatory for Qwest to be permitted to market to misdirected callers, the Colorado Hearing Commissioner correctly concluded that the Act’s market-opening

^{79/} See Qwest Petition for Declaratory Ruling, In the Matter of Petition of Qwest Corporation for Declaratory Ruling Clarifying that the Wholesale DSL Services Qwest Provides

objectives do not justify asymmetrically prohibiting Qwest from marketing to mistaken callers while allowing others to do so. *CPUC Hearing Commissioner Volume IIA Resolution Decision* at Section II V ¶ e. 80/ In any event, Section 271 grants are not contingent upon the FCC's approval of telemarketing scripts. 81/

Vanion asserts that Qwest unreasonably restricts the resale of a Qwest retail service called local area data service (“LADS”) because there is no process to remove bridged taps and/or load coils. *See Vanion Comments* at 3-5. But, to the contrary and as required by the Act, Qwest provides resale services on the same terms and conditions, except for price, to reseller CLECs as those services are provided to Qwest's retail end users. Qwest does not remove bridged taps from LADS at the request of Qwest's retail end users, and, accordingly, Qwest does not provide LADS for resale by CLECs in this manner. *See Simpson Reply Decl.* ¶¶ 38-39. Vanion also complains that CLECs are unable to order for resale conditioned flat rate business lines for “Megabit” services. *See Vanion Comments* at 7-8. Qwest does not offer conditioning to its retail end users on POTS lines, and so, again, such a service is not available for resold lines. *See Simpson Reply Decl.* ¶¶ 40-43.

Contrary to the assertion of the Payphone Associations, see Payphone Associations Comments at n.3, Public Access Line (“PAL”) service is available for resale in all

to MSN Are Not “Retail” Services Subject to Resale Under Section 251(c)(4) of the Act, WC Docket No. 02-77 (filed April 3, 2002).

80/ The Colorado Hearing Commissioner noted that Qwest is obligated during the call to inform the caller of the pertinent CLEC's contact number, pursuant to Section 6.4.1 of the SGAT. *Colorado PUC Hearing Commissioner Volume IIA Resolution Decision* at Section II V ¶ f.

81/ *See South Carolina 271 Order*, 13 FCC Rcd at 670 ¶236 (“We do not require applicants to submit proposed [inbound joint] marketing scripts as a precondition for section 271 approval, nor do we expect to review revised marketing scripts on an ongoing basis once section 271 authorization is granted”).

14 states in the Qwest region, including the five application states. *See* Simpson Reply Decl.

¶¶ 44-47; Qwest July 24 Ex Parte at Question 10. 82/ The discounting of PAL service currently varies from state to state depending on the orders of the state regulatory authorities. *See* Simpson Reply Decl. ¶ 47; Qwest July 24 Ex Parte at Question 10. 83/

Finally, in response to New Edge's stated concerns, *see* New Edge Comments at 10-11, Qwest has determined that the resale/wholesale discount applies to Stand-Alone Access Link and Network-to-Network Interfaces that may be used with Frame Relay Service, and to such components as may be used with Asynchronous Transfer Mode service. *See* Simpson Reply Decl. ¶ 48.

VII. QWEST'S UNE AND INTERCONNECTION RATES ARE CONSISTENT WITH TELRIC

With the exception of a few minor issues that Qwest is now resolving, the parties challenging this Application on pricing grounds make no plausible showing that Qwest's UNE or interconnection rates are erroneous, much less that they violate "basic TELRIC principles" or reflect "clear errors in factual findings on matters so substantial that the end result falls outside

82/ In any event, the Payphone Associations lack standing to comment about the wholesale discounts applicable to resale of PAL. *See* Simpson Reply Decl. ¶ 45; *Local Competition First Report and Order*, 11 FCC Rcd at 15936 ¶ 876 (concluding that because "independent public payphone providers are not 'telecommunications carriers,' . . . incumbent LECs need not make available service to independent public payphone providers at wholesale rates").

83/ Contrary to the assertion of the Payphone Associations, *see* Payphone Associations Comments at n.3, Qwest believes its retail PAL rates in the application states are reasonable, and disagrees with the Payphone Associations' characterization of Qwest's rates and the Commission's Order in *Wisconsin Public Service Commission*, 17 FCC Rcd 2051 (2002). *See* Qwest July 24 Ex Parte at Question 10. More fundamentally, allegations relating to Qwest's compliance with an FCC order on payphone access line pricing (or Section 276 of the Act) are irrelevant to the matter of its satisfaction of Section 271 and therefore outside the scope of this proceeding. *See, e.g., New Jersey 271 Order* ¶ 190 (allegations unrelated to the openness of the local telecommunications markets to competition are not a basis for denial or delay under the public interest standard of a Section 271 application).

the range that the reasonable application of TELRIC principles would produce.”

Georgia/Louisiana 271 Order ¶ 23.

A. The Parties Opposing This Application Have Identified No Basis for Challenging UNE and Interconnection Rates in Colorado

The CPUC recently approved UNE and interconnection rates after conducting one of the most comprehensive TELRIC inquiries in the nation. The resulting rates also serve as benchmarks for rates relating to the UNE-P and to stand-alone loops in the other four states in this application. The CLECs’ main pricing challenges fall into two categories: challenges to the Colorado rates themselves, which are addressed in this subsection, and challenges to Qwest’s benchmarking analysis, which are addressed in the next.

Non-recurring charges. There is no merit to AT&T’s efforts to relitigate the same disputes about non-recurring charges (“NRC”) that the CPUC carefully resolved on a full record. Although AT&T claims that Qwest’s non-recurring charges are “exorbitant,” AT&T Comments at 61-62 and Weiss Declaration, *passim*, the two specific examples that it cites – the NRCs for coordinated loop installations (“hot cuts”) and basic (non-coordinated) installations – underscore how confused AT&T’s analysis is.

AT&T claims that Qwest’s \$171.88 NRC for “coordinated installation with cooperative testing” is Qwest’s basic “hot cut” rate, which it then compares unfavorably to the hot cut rates of other ILECs. AT&T Comments at 61 and Weiss Decl. at 16-17. But the \$171.88 rate is *not* Qwest’s basic “hot cut” rate. Rather, it is the rate for loop installation accompanied by optional, highly specialized testing – a service that CLECs rarely order in connection with hot cuts for POTS loops. In contrast, Qwest’s basic hot cut rate is actually \$59.81, and that rate covers all the testing and coordination activities that other ILECs appear to offer in connection with ordinary hot cuts. That \$59.81 rate is the appropriate point of comparison with the \$35.00

“promotional” rates Verizon offers in New York and New Jersey, which themselves are dramatically lower than the cost-based rates of \$188.73 and \$161.56 that the commissions in those two states actually ordered. More generally, Qwest’s \$59.81 charge is comparable to or below the corresponding hot cut rates in most of the states for which section 271 approval has been granted. *See* Thompson Reply Decl. ¶¶ 5-12; Reply Exh. JLT-1.

Similarly untenable is AT&T’s claim that Qwest’s \$55.27 NRC for basic, non-coordinated loop installation is “far higher than in other 271-approved states.” AT&T Comments, Weiss Decl. ¶ 42. AT&T points to rates – such as \$0.13 in New York – that in fact account for only a tiny portion of the full charge that a CLEC would actually have to pay for the complete installation function. For example, when the costs for the full range of activities that are included in Qwest’s basic installation service are accounted for, the \$0.13 rate in New York rises to \$51.92. Thompson Reply Decl. ¶¶ 13-14. Qwest’s \$55.27 charge thus is closely comparable to the New York rate and the rates for corresponding services in most other 271-approved states. *See id.*, Reply Exh. JLT-1.

AT&T’s attacks on the methodology underlying Qwest’s NRCs are equally unwarranted. First, given the risks of non-payment, it is entirely appropriate for Qwest to include a disconnection charge up front. Although AT&T suggests otherwise, that charge is in fact discounted, where appropriate, for the possibility that dedicated inside plant (“soft dial tone”) will later make disconnection unnecessary. ^{84/} Second, there is no substance to AT&T’s

^{84/} Similarly, there is no merit to AT&T’s argument that Qwest should recover *non-recurring* costs only through *recurring* rates. As Commission precedent makes clear, Qwest is entitled to recover the one-time costs of establishing CLEC service in the manner in which those costs are incurred. *See Local Competition First Report and Order*, 11 FCC Rcd at 15873-74 ¶¶ 742-43; Memorandum Opinion and Order, *In the Matter of Investigation of Interstate Access Tariff Non-Recurring Charges*, 2 FCC Rcd 3498, 3501-02 ¶¶ 32-33 (1987). Recovery of such costs through recurring rates would create an impermissible risk of underrecovery whenever the

criticisms of the time estimates upon which Qwest's non-recurring rates are based. The alternative estimates that AT&T's NRC witness advocates here – with no substantiation – provide no basis for second-guessing the CPUC's considered resolution of this issue on the basis of the record before it. Finally, AT&T's challenges to the flow-through assumptions underlying these NRCs are meritless as well. The CPUC decision assumes a 10% fall-out rate that is lower than the current rate of orders *that CLECs submit manually*. It would have made no sense to lower that fall-out rate still further.

Switching rate. Before filing this Application, Qwest dramatically reduced its switching rate below the rate level that the CPUC approved in 1997 and then reaffirmed “as TELRIC-compliant” as recently as several months ago. *Colorado Pricing Order* at 79. Qwest believes that those rates are already on the low end of TELRIC reasonableness; among other considerations, they altogether exclude recovery of an important category of switching related costs. *See* Thompson Colo. Pricing Decl. Section D.1. Nonetheless, to eliminate any residual controversy, Qwest is now lowering those rates still further in response to AT&T's argument that the existing rates impermissibly double-count certain vertical features costs. AT&T's other switching-related challenges, clearly however, lack merit.

Fill factors. AT&T argues that, rather than the 82.5% line fill factor underlying the switching rates recently adopted by the CPUC, the HAI Model's default fill factor assumption of 94% should have been used. This Commission, however, has repeatedly rejected AT&T's reliance on a similar fill factor analysis in other section 271 proceedings. *See, e.g., Vermont 271 Order* at 36.

CLEC loses an end user before the ILEC has recouped the relevant non-recurring costs through recurring rates.

AT&T nonetheless continues to insist that an efficient carrier “would not invest in more switching and line port investment than is required to have sufficient capacity to meet small unexpected increases in demand and any necessary administrative functions,” because “it is straightforward to add line cards to switches that already have sufficient common equipment, [and because] . . . today’s switches are easily expandable.” AT&T Comments, Chandler/Mercer Decl. at 11-13. That is false. Adding capacity to a switch is a costly and complex engineering and installation activity that requires “lumpy” equipment investments and significant lead times to prevent held customer orders. *See* Thompson Reply Decl. ¶ 32. Moreover, AT&T’s analysis fails to account for, among other things, the necessary spare switching capacity needed to provide the “soft dial tone” that AT&T elsewhere emphasizes as essential to an efficient network. *Id.* ¶ 34.

AT&T thus falls back on the argument that, despite appearances, the HAI *actually* employs an “implicit fill factor” of less than 80%. That is so, AT&T argues, because the HAI Model “includes the fixed investment for a switch that could serve at least 100,000 lines,” but limits the size of a switch to 80,000 lines. AT&T obscurely suggests that, for this reason, it would be inappropriate to make any reductions to the Model’s explicit default fill factor of 94%.

This argument is deeply misleading in two independent respects. First, the “implicit fill factor” that AT&T invokes could be applicable, if at all, only to a small subset of the costs of a switch: the fixed costs, which are typically dwarfed by the variable costs, as to which the HAI model indisputably imposes a 94% fill factor. 85/ Second, AT&T’s purported

85/ The HAI Model analyzes two broad categories of switch investment costs: fixed (*i.e.*, the costs incurred per switch, regardless of that switch’s capacity) and variable (*i.e.*, the incremental cost per line of adding capacity to serve additional lines). The HAI Model recognizes that, for most switches, the variable costs account for a much larger proportion of total switch investment than fixed costs. *See* Thompson Reply Decl. ¶ 36 n.36.

“implicit fill factor” is further limited to circumstances in which a single switch could be used to serve 80,000 lines or more. Only in such circumstances would the HAI model add a new switch (with new fixed costs) rather than fill up the supposed 100,000 line capacity of the initial switch. Such circumstances, however, are an extreme rarity. With respect to the 96% of switches in Colorado for which the HAI Model determines a cost, the vast majority have fixed costs unaffected by the 80,000 line limitation. Thompson Reply Decl. ¶ 36. In sum, AT&T’s “implicit fill factor” analysis is untenable. 86/

Vertical features. Because of the HAI Model’s confusing and inadequate documentation, Qwest is unable to refute AT&T’s claim that Qwest’s newly reduced switch port rate in Colorado reflects excessive recovery of certain vertical features costs. In formulating that rate, Qwest believed the HAI Model uses Qwest-specific accounting data in its determination of such costs. And, because Qwest accounted for those costs as an amortization expense rather than a maintenance expense, it believed that the HAI Model had omitted them. Upon reexamination, Qwest has discovered that this Model – sponsored by AT&T – overrides the Qwest-specific accounting data with non-Qwest-specific cost data (specifically, data drawn from a study of New England Telephone). Qwest can neither verify nor refute AT&T’s claim that those data include the relevant features-related costs. Accordingly, to avoid further controversy on this point,

86/ Although AT&T criticizes the 70%-30% allocation of switching charges between usage-sensitive minutes-of-use charges and flat-rated port charges, it does not even acknowledge, let alone refute, Qwest’s explanation for that approach in its application. See Thompson Colo. Decl. ¶ 58; Thompson Reply Decl. ¶ 37. In any event, this Commission’s recent *Maine 271 Order*, which specifically upholds the same 70%-30% allocation, forecloses AT&T’s argument on this exact point. *Maine 271 Order* ¶ 29.

Qwest is lowering the switch port rate in Colorado by a further \$0.38, to \$1.15. 87/ See Thompson Reply Decl. ¶¶ 38-41

Loop rate. AT&T's claim that Colorado's statewide average loop rate is "vastly overstated," AT&T Comments at 63, is unsupported and wrong. AT&T does not challenge Qwest's observation that the rate is essentially equivalent to the SM-adjusted loop rate recently adopted by the New York commission, Thompson Colo. Pricing Decl. at 8 n.18, whose pricing decisions this Commission has often cited for their faithful adherence to TELRIC. See, e.g., *Rhode Island 271 Order* ¶ 52. Nor does AT&T address Qwest's observation that the CPUC adopted dubious cost-reducing inputs, Application at 153-54 & n.85; Thompson Colo. Pricing Decl. ¶¶ 29-39 – which the CPUC characterized as "aggressive" – concerning placement costs and structure sharing. *Colorado Pricing Further Reconsideration Order* at 31. Those input decisions had the effect (all else held constant) of lowering the statewide average loop rate by about \$1.00 to \$1.50 below what a strict application of TELRIC principles would have produced. Thompson Colo. Pricing Decl. ¶ 39; Application at 154 n.85. As a result, even if AT&T could somehow demonstrate that the CPUC committed clear error on most or all of the loop inputs that it challenges in its comments, the net result would be a virtual wash. Thompson Reply Decl. ¶¶ 42-43.

In all events, AT&T cannot demonstrate that the CPUC committed *any* rate-raising input errors for the loop, much less carry its heavy burden here of showing that the CPUC committed "clear errors in factual findings on matters so substantial that the end result falls outside the range that the reasonable application of TELRIC principles would produce."

87/ As discussed below, the "complete when filed" rule poses no obstacle to the Commission's consideration of this reduction.

Georgia/Louisiana 271 Order, ¶ 23. As discussed in greater detail in the Thompson Reply

Declaration (at ¶¶ 44-68):

- AT&T cites no basis for challenging the CPUC's determination that a forward-looking network would contain 20% aerial plant, a figure substantially higher than the 13% aerial plant in Qwest's existing network. For aesthetic reasons, many municipalities have restricted the amount of aerial plant that carriers are even allowed to deploy. Also, it is more efficient over the long run to install buried or underground plant in many cases, because aerial plant requires more maintenance and presents a greater risk of service outages. This Commission does not generally, and should not here, second-guess a state commission's resolution of such quintessentially factual issues based on the record compiled in its proceeding.
- The CPUC also acted reasonably in allocating the "extra" plant reassigned from the HAI model's default percentage of aerial cable evenly between "underground" plant (*i.e.*, in conduit) and "buried" plant (*i.e.*, not in conduit), instead of allocating it *all* to the less expensive buried plant. That decision was a reasonable means of compensating for the HAI model's systematic and much-criticized under-inclusion of underground cable.
- AT&T's challenge to the \$1.44 plowing cost per foot in the lowest density zones is puzzling, because AT&T's own declarant conducted the survey underlying the \$1.44 figure the CPUC adopted. That figure is now (if anything) understated, because the 1997 survey data have not been adjusted to account for inflation.
- After accepting AT&T's own preferred cost model (HAI), the CPUC properly declined to activate that model's optional "minimum spanning tree" function. That function ignores real-world obstacles such as buildings and right-of-way restrictions, and produces estimates for distribution distances (particularly in urban areas) that are systematically lower than the distances required to connect flesh-and-blood customers even in the most forward-looking network.
- AT&T's criticisms of the CPUC's 87.2 foot drop length assumption are particularly misplaced, because AT&T largely prevailed on that input before the CPUC, and this Commission has accepted dramatically higher drop length assumptions in other section 271 decisions.
- AT&T is wrong in contending that the network operations factor adopted by the CPUC "assumes that Qwest will achieve no reduction in network operations expense on a forward-looking basis."

Fassett/Mercer Decl. ¶ 24. After hearing the evidence, the CPUC ordered a 4% adjustment to that and other factors to reflect forward-looking productivity improvements. AT&T does not acknowledge that adjustment, let alone show that it is insufficient.

Line sharing (HFPL). Although Covad has no valid basis for advocating a charge of zero for the high-frequency portion of the loop (“HFPL”), Qwest sought to avoid controversy by proposing zero as an interim rate, subject to true-up. In a series of orders, however, the CPUC rejected that proposal, and ordered a \$4.89 rate instead, on the ground that a charge of zero for this rate element is “absolutely wrong.” *Colorado Pricing Further Reconsideration Order* at 17. That determination is correct on the merits and, in all events, provides no basis for rejecting this application.

This Commission has provided no definitive guidance on the appropriate methodology for pricing the HFPL. Although Covad claims otherwise, the *Line Sharing Order* hardly provides a “prescription for establishing a price for the line shared loop UNE.” Covad Comments at 5. Rather, the *Line Sharing Order*, while setting forth one methodology that states “may” use, did not *require* the use of that methodology. 88/ In negotiating this uncertain legal framework, at least four state commissions – California, Connecticut, and Washington, as well as Colorado itself – have concluded that a non-zero rate is not only permissible, but legally required. *See generally* Thompson Reply Decl. ¶¶ 69-73. 89/

88/ *Line Sharing Order*, 14 FCC Rcd at 20975 ¶ 139. Covad is also wrong in claiming that the *CALLS Order* somehow resolved this issue. *See* Covad Comments at 7 (citing *Access Charge Reform*, 15 FCC Rcd 12962 ¶ 98). That *Order* has nothing to do with HFPL pricing, and the offhand remark that Covad quotes was obviously never intended to settle the issue or bind the states.

89/ *Rulemaking on the Commission’s Own Motion to Govern Access to Bottleneck Services And Establish a Framework for Network Architecture Development of Dominant Carrier Networks*, Rulemaking 93-04-003, Investigation 93-04-002, Permanent Line Sharing Phase, Draft Interim Opinion Establishing Permanent Rate for the High Frequency Portion of the Loop (draft opinion of ALJ Jones, Calif. PUC mailed May 7, 2002); *Application of the Southern New*

Covad is particularly mistaken in contending that TELRIC somehow compels an HFPL rate of zero. This Commission itself has recognized that the standard TELRIC analysis as discussed in the *Local Competition First Report and Order* “does not apply to line sharing, because [TRIC] is intended to develop rates for discrete network elements, while line sharing involves two carriers sharing the use of a single facility.” *Id.* ¶ 138. The line-shared loop presents basic questions of “joint cost” allocation. *See Local Competition First Report and Order* 11 FCC Rcd at 15845 ¶ 676 (defining “joint costs”). Even if an ILEC were to incur no direct costs in providing the HFPL element other than the joint cost of the shared loop, this Commission has definitively rejected “setting the price of each discrete network element based solely on the forward-looking incremental costs directly attributable to the production of individual elements [because such an approach] will not recover the total forward-looking costs of operating the wholesale network.” *Id.* at 15852 ¶ 694. In the CPUC’s words:

A positive price is required to mirror the allocation of resources that a competitive market would produce. It provides the proper signals to producers who seek to deploy capital and labor to the delivery of broadband services. It also provides the proper information to consumers as they choose among alternative broadband technologies. Further, . . . a non-zero price is required to reflect a reasonable allocation of joint and common costs.

Colorado Pricing Order at 114-15. The CPUC thus set a positive price for the HFPL because a positive cost is associated with that element – not, as Covad wrongly asserts, on the basis of a “value-based pricing methodology.” Covad Comments at 12.

England Telephone Co. for a Tariff to Introduce Unbundled Network Elements, Docket 00-05-06, Decision, pp.19-21 (Conn. Dept. Pub. Util. Control June 13, 2001); *Continued Costing and Pricing of Unbundled Network Elements, Transport, and Termination*, Docket No. UT-003013, Thirteenth Supplemental Order; Part A Order Determining Prices for Lines Sharing, Operations Support Systems, and Collocation (Wash. Utils. and Transp. Comm’n, Jan. 31, 2001).

Moreover, the general policy rationale underlying the *Line Sharing Order* supports a positive rate for the HFPL. The *Order*'s basic object is to ensure that "CLECs and ILECs incur the same cost for access to the bandwidth required to provide xDSL services" and to "alleviate any potential price squeeze." *Line Sharing Order*, 14 FCC Rcd 20912, ¶ 141. Here, as noted by the CPUC, the wide gap between the wholesale line sharing rate established by the CPUC (\$4.89) and Qwest's retail DSL rates (\$21.95 to \$31.95 per month) forecloses any realistic possibility of a price squeeze. 90/

In any event, as a procedural matter, a section 271 proceeding is an "inappropriate forum[]" for the considered resolution of industry-wide local competition questions of general applicability" like this one, because such questions are "more appropriately the subjects of industry-wide notice-and-comment rulemaking." *Texas 271 Order*, ¶¶ 23, 25; accord *AT&T Corp. v. FCC*, 220 F.3d 607, 630-31 (D.C. Cir. 2000); *Missouri/Arkansas 271 Order*, ¶ 82 & n.257. It would be especially inappropriate to choose this proceeding as the vehicle for resolving generalized questions about HFPL pricing, because the D.C. Circuit has now cast doubt on whether ILECs will have any continuing legal obligation to provide the HFPL as a stand-alone UNE in the first place. See *United States Telecom Ass'n v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (petition for rehearing pending).

90/ *Colorado Pricing Order* at 118. Although a footnote in DOJ's Evaluation questions the CPUC's failure to adjust retail local exchange rates in light of its treatment of the HFPL, DOJ recognizes that Qwest unsuccessfully sought to implement an interim HFPL rate of zero, and it thus acknowledges that this Commission should address any remaining questions about the HFPL rate not by rejecting this application, but by "pursu[ing] this matter directly with the state commission." DOJ Evaluation at 32 n.156. Moreover, the CPUC specifically noted that some adjustment to retail rates might well be appropriate in a future proceeding addressing Qwest's retail rates. *Colorado Pricing Order* at 116-177. The CPUC could not implement any such adjustment in the 577T pricing docket, however, because retail rates were outside the scope of that UNE pricing proceeding. See also Thompson Reply Decl. ¶ 73 .

Nonetheless, to alleviate any residual concerns, Qwest is establishing (subject to further review by the relevant state commissions) a geographically deaveraged HFPL rate in Colorado and Nebraska, the two states subject to this application in which the PUC has authorized Qwest to impose a positive charge. Qwest is taking this step, even though it does not believe that it is methodologically necessary, to give CLECs additional flexibility in their business plans and reduce any disproportionality between an averaged HFPL rate and a geographically deaveraged loop rate. Finally, to preclude any claim by CLECs of Qwest unilaterally imposing a price increase, Qwest will not increase the HFPL rate in high cost zones beyond the level of the current, averaged rate. The details of this deaveraging approach, and of its implementation, are set forth in the Thompson Reply Declaration at ¶ 74.

B. Taking Into Account Rate Reductions Qwest is Making in Response to the Opening Comments, the Benchmark-Adjusted Rates for Iowa, Idaho, Nebraska, and North Dakota Accurately Reflect This Commission's Benchmarking Methodology

Qwest lowered certain key rates that CLECs would pay for stand-alone loops or the UNE-P in Iowa, Idaho, Nebraska, and North Dakota to make them comparable to the corresponding Colorado rates, adjusted (where appropriate) through the use of the SM. Qwest is making two additional benchmarking-related reductions in response to issues identified in the opening comments. First, because Qwest relied on the version of the SM publicly available on the FCC's web site, it inadvertently included within its analysis certain exchanges in Idaho, Iowa, and North Dakota that it has sold to other carriers. *See* DOJ Evaluation 31-32; AT&T Comments 50, 52; WorldCom Comments 29-31. The net effect of removing those exchanges from the benchmarking analysis is a slight reduction in certain UNE rates in those three states.

Second, as discussed above, Qwest has further agreed to remove \$0.38 from the Colorado switch port rate in response to AT&T's argument that Qwest would otherwise over-

recover vertical features costs. The result of that adjustment is a further reduction in the minute-of-use switching rates in the four states benchmarked here against Colorado. Qwest will soon be filing amended SGATs in all four states reflecting the results of these recalculations (subject to a state-specific offset in the Idaho switching and transport rates). *See* Thompson Reply Decl.

¶ 79. 91/

Commission precedent makes clear that the “complete when filed” rule poses no obstacle to consideration of these rate reductions (or the associated reductions in the Colorado port rate) in evaluating this application. The reductions respond to other parties’ identification of two esoteric and technical errors of which Qwest was previously unaware, and these reductions are plainly not part of some scheme to “game” the section 271 process. *See Rhode Island 271 Order*, ¶ 15. Rather, as in other cases in which this Commission has permitted BOCs to make rate changes during the 90-day period, these corrections are Qwest’s attempt to “take[] positive action that will foster the development of competition” in response to valid criticism. *Id.*, ¶ 12. Moreover, because the changes are straightforward, neither the Commission nor any party should have any difficulty analyzing the resulting rates and commenting on their validity. *See id.*, ¶ 11. Indeed, Qwest has agreed to these changes much earlier in the statutory period – on or before day 45 – than the corresponding point – day 80 – at which Verizon made very substantial reductions to its port and switching usage rates in the Rhode Island proceeding. *Id.*, ¶ 8.

The remaining challenges to Qwest’s benchmarking analysis are without merit:

Standard vs. state-specific minutes-of-use figures. Qwest’s benchmarking analysis makes use of the same standard minutes-of-use assumptions that this Commission itself has used in approving section 271 applications on benchmarking grounds. *See Pennsylvania 271*

91/ As discussed below, Qwest is also lowering its “grooming charges” in Idaho and

Order at ¶ 67, n.252; *Maine 271 Order* at ¶ 33. AT&T and WorldCom contend, however, that the recent *New Jersey 271 Order* (issued after Qwest filed this application) compels the use instead of *state-specific* minutes-of-use data when they are available. That argument is wrong on several different levels.

As a threshold matter, AT&T and WorldCom mischaracterize the *New Jersey 271 Order*. There, the Commission rejected WorldCom's own contention that Verizon *should* have used standardized data for benchmarking purposes, and it approved the use of state-specific minutes-of-use data instead. The Commission made it clear, however, that the approach used for New Jersey was not the only permissible benchmarking analysis. To the contrary, the Commission explained that "use of the standardized demand assumptions in the *Pennsylvania Order* may also be reasonable depending on the particular section 271 application under review." *New Jersey 271 Order* at ¶ 53. The Commission continued: "The absence of valid state-specific demand data, *for example*, might be a reason to use the Commission's standardized demand assumptions." *Id.*

In any event, Qwest has compelling reasons for the use of standardized assumptions rather than state-specific demand data. First, Qwest *does* lack the "valid state-specific demand data" that would permit it to avoid the use of standardized assumptions. Although Qwest has data on total minutes of use, it does not have studies supporting state-specific data for three traffic-pattern variables critical to a valid benchmarking analysis: percentage of interoffice vs. intraoffice calls, percentage of originating vs. terminating calls, and percentage of calls to an access tandem vs. directly to a POP. *See* Thompson Reply Decl. ¶ 81. Qwest had no alternative to using standardized data for these variables. Indeed, AT&T tacitly

Nebraska, even though such charges are not properly included within the benchmarking analysis.

acknowledges as much. Its analysis does not rest – as might appear – on truly state-specific data, but on a jerry-rigged analysis using state-specific data only for local minutes of use and an assortment of other assumptions for these three variables. But that apples-and-oranges approach is less reliable than either consistent use of standardized assumptions (Qwest’s approach here) or consistent use of actual state-specific data when the complete set of such information is available (as it is not here). Moreover, Qwest’s use of consistent standardized assumptions is the most transparent and straightforward way to apply a consistent benchmarking methodology for all 13 of the states for which Qwest has filed or intends to file section 271 applications within a compressed time period. *See* Thompson Reply Decl. ¶¶ 82-84.

Finally, there is no merit to AT&T’s insinuation that Qwest has chosen standardized minutes-of-use data because Qwest has somehow determined that such data would produce higher relative costs, and thus higher UNE rates, for the 13 in-region states that will be benchmarked against Colorado for section 271 purposes. In fact, an analysis of state-specific data for total minutes of use over the most recent three years (1999, 2000, and 2001) reveals that Qwest could derive no systematic advantage using either standardized data or the alternative of combining state-specific minutes of use and standardized traffic assumptions. *See* Thompson Reply Decl. ¶¶ 85-89. AT&T might have grounds for complaint if Qwest alternated between these two different approaches on a state-by-state basis to produce the higher set of rates in each state. But that is not Qwest’s approach: it is using standardized data for every state subject to benchmarking. 92/

92/ As discussed in the Thompson Reply Declaration ¶ 88, AT&T’s calculation that these two alternative approaches produce a 48% difference in the North Dakota non-loop aggregate rates appears seriously overstated. Qwest’s own calculations show that the difference is significantly lower, and AT&T’s failure to submit its accompanying data or assumptions make it impossible to explain this discrepancy.

OSS charges, cross-connect, and grooming charges. AT&T further argues that Qwest's benchmarking analysis is flawed because it does not take account of certain charges for OSS, cross-connects, or grooming. That argument is flawed in two independent respects. First, in Qwest's view, it is inappropriate to include any such miscellaneous rate elements in a benchmarking analysis. For example, it is unclear why these charges should be treated any differently from the DUF charge that the Commission has specifically excluded from "benchmark comparisons of non-loop rates among states" on the ground that such miscellaneous charges "are separated from switching charges" and should be analyzed "independently," even though "carriers only purchase DUF when they purchase unbundled switching." *Georgia/Louisiana 271 Order*, ¶ 86 & n.296.

Moreover, even apart from that consideration, none of these three charges could have any material effect on a proper benchmarking analysis. First, the OSS charge about which AT&T complains is not (as AT&T suggests) a recurring charge at all, but a very small *non-recurring* charge assessed on each order (no matter how many lines are at issue). *See* Thompson Reply Decl. ¶ 91. For that reason alone, it is irrelevant to any benchmark analysis of Qwest's recurring rates. Second, the "cross-connect" charge is a collocation-related rate element, and it is thus also irrelevant to any benchmark analysis of loop rates. And, in any event, the cross-connect charges are essentially equivalent for the states in AT&T's analysis (Colorado, Iowa, Nebraska, and North Dakota), so they would not materially affect the benchmarking analysis even if it were proper to include them in that analysis, which it is not. *See id.* ¶ 92.

Third, even on the doubtful premise that "grooming charges" (unlike DUF charges) could be appropriately included in a benchmarking analysis, there is no straightforward respect in which the Nebraska and North Dakota grooming charges exceed those in

Colorado. ^{93/} *Id.* ¶ 93. In Colorado, the \$2.06 grooming charge (kept low on the premise that IDLC would pervade a *forward-looking* network, such that the charge would be spread out over many lines) applies only to those unbundled loops in the *current* network that are actually carried on IDLC facilities and therefore require demultiplexing. In Nebraska and North Dakota, recurring grooming charges of (respectively) \$1.17 and \$1.35 apply to *all* loops (whether carried on IDLC facilities or not) that are provided on an unbundled, stand-alone basis (*i.e.*, not as part of UNE-P). Nonetheless, to remove any residual concern on this issue, Qwest is lowering the grooming charge in those two states to the level – \$0.19 – adjusted to reflect that in Nebraska and North Dakota, unlike Colorado, the charge is applied to all stand-alone loops. *Id.* ¶¶ 95-97.

C. There Is No Merit To CLEC Challenges To Various Other Rate Elements In Iowa, Nebraska, Idaho, and North Dakota

Collocation. New Edge's challenges to Qwest's "quote preparation fee" ("QPF") are without merit for the reasons discussed in the Thompson Reply Declaration. Nonetheless, to clarify application of the QPF, Qwest will revise the SGAT Exhibit A in Idaho and North Dakota to make clear that it will accept the "All Collocation" QPF rate for Caged and Cageless collocation applications until a final ruling by the state commissions in the cost dockets in those states. Qwest will also clarify that this fee is subject to a credit provided that the CLEC pays the Space Construction charge for caged or cageless collocation. Finally, within the next week, Qwest will also file proposed rates for a QPF augment charge in Iowa, Idaho, Nebraska, and North Dakota to bring those states in line with Colorado, which offers a lower QPF for collocation augments. *See* Thompson Reply Decl. ¶ 98-99.

^{93/} "Grooming" charges cover the costs of demultiplexing a DS0 loop from an IDLC feeder facility such that the loop can be connected on a stand-alone basis to the CLEC's collocation facilities.

AT&T's argument that the Nebraska collocation rates are non-TELRIC-compliant is simply incorrect. In fact, Nebraska's collocation rates compare favorably with the rates in Colorado, which AT&T does not even challenge. *Id.* ¶¶ 102-05. In any event, AT&T has defaulted on this argument by failing to raise it before the Nebraska commission.

Transport. The Iowa DS3 rates challenged by New Edge have been superseded by the restructured and reduced rates that appear in Qwest's current SGAT. The Iowa DS1 rates that New Edge challenges are the product of the cost model (Hatfield) that the CLECs themselves have championed, and there is no basis for challenging them here. As for the Idaho DS1 rate, Qwest's SGAT contained a typographical error that listed the DS3 rates in place of the DS1 rates. This is being corrected, and thus New Edge's complaint is moot. Thompson Reply Decl. at ¶ 118.

Finally, AT&T's arguments concerning the rate structure for entrance facilities (E-UDIT) are unpersuasive. Because there are important cost differences between such facilities and interoffice transport facilities (UDIT), the rates for entrance facilities in most states for which this Commission has granted section 271 approval are non-distance-sensitive. Indeed, a representative composite of the rates for E-UDIT and UDIT in the states at issue here is well within the zone of reasonableness established by the corresponding composite rates in those section 271-approved states. *See* Thompson Reply Decl. ¶¶ 106-12. 94/

94/ In Section IX.B *infra*, we demonstrate that there is no merit to AT&T's and WorldCom's assertions that the relationships between Qwest's retail rates and its UNE rates establishes an impermissible "price squeeze."

VIII. QWEST SATISFIES THE SEPARATE AFFILIATE REQUIREMENTS OF SECTION 272

Section 271(d)(3)(B) provides that the Commission shall not approve a Section 271 application unless it finds that “the requested authorization *will be* carried out in accordance with the requirements of section 272.” 47 U.S.C. § 272(d)(3)(B) (emphasis added). This calls for the Commission to make a “predictive judgment” ^{95/} about whether Qwest and its designated Section 272 affiliate, Qwest Communications Corporation, will comply with the provisions of Section 272; the nondiscrimination provisions of Section 272 do not apply until Section 271 authority has been granted and the affiliate has begun to provide in-region interLATA service. AT&T makes several arguments that, in addition to their other faults, are simply irrelevant to the question of whether, *following* QCC’s entry into the interLATA market, interLATA services will be provided in compliance with Section 272.

All five State Authorities examined Qwest’s showing exhaustively, together with AT&T’s opposition thereto, and concluded that such services would be provided in compliance with Section 272. Six other state authorities have reached the same conclusion. AT&T’s comments rely instead almost entirely on the findings of a single administrative law judge in Minnesota — findings that have not even been adopted by the Minnesota Public Utilities Commission and are inconsistent with this Commission’s precedents. In case this Commission is interested in the Minnesota proceeding, the Reply Declaration of Marie E. Schwartz includes, as exhibits, Qwest’s brief in the Minnesota Section 272 proceeding, Qwest’s exceptions to the

^{95/} *Michigan 271 Order*, 12 FCC Rcd at 20715 ¶ 347 (“Section 271(d)(3)(B) requires the Commission to make a finding that the BOC applicant will comply with section 272, in essence a predictive judgment regarding the future behavior of the BOC.”); *see also Second Louisiana 271 Order*, 3 FCC Rcd at 20785 ¶ 321.

ALJ's recommendations, and Qwest's "compliance filing" describing additional measures QC and QCC have implemented in an attempt to respond to the ALJ's concerns.

A. QCC Will "Operate Independently" as Required by Section 272(b)(1)

The Application establishes that QCC will operate independently from QC by showing that the two companies will not jointly own any transmission or switching facilities and will not perform operation, installation, or maintenance services ("OI&M") on each other's networks. The Declaration of Judith L. Brunsting states that QCC "will perform OI&M on its own network facilities." Brunsting Decl. ¶ 27(d). The Reply Declaration of Judith L. Brunsting makes clear that QC and QCC are not currently providing, and have never provided, OI&M services on each other's networks. Brunsting Reply Decl. ¶ 3. Neither the statute nor Commission rules prohibit joint use of facilities, provided there is no joint ownership. There is no precedent for requiring an applicant to provide an asset-deployment plan. 96/

B. QC and QCC Will Have Separate Officers, Directors, and Employees as Required by Section 272(b)(3)

The Application establishes that QC and QCC will have separate officers, directors, and employees by citing a payroll comparison, lists of officers and directors, and controls to govern sharing of services and protection of confidential information. The Biennial Audit Procedures provide that the auditor will "[i]dentify and document the types of internal controls that are in place that would prevent one from being an officer, or director, or employee of both the BOC and Section 272 affiliate at the same time" and will perform a payroll comparison. *See* Exhibit MES-272-15 at 23-24. The Reply Declaration of Marie E. Schwartz

96/ *See, e.g.,* Affidavit of Linda G. Yohe for Arkansas, Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Arkansas and Missouri, CC Docket No. 01-194, ¶¶ 10-15.

states that the payroll system used by both QC and QCC ensures that no employee may appear on both payrolls simultaneously. Schwartz Reply Decl. ¶ 5. This is more than sufficient for Section 272 purposes. *See New York 271 Order* ¶ 409 & n.1261; *Texas 271 Order* ¶ 401 & n.1164. Whether an officer or director of QC or QCC holds a position with its common *parent* corporation is not relevant under Section 272(b)(3), which bars overlaps only between QC and QCC. This Commission has specifically rejected contentions that a BOC must provide detailed information regarding the reporting structure of such affiliates. *See Second Louisiana 271 Order*, 13 FCC Rcd at 20789-90 ¶ 330. Nevertheless, the Reply Declaration of Marie E. Schwartz states that there are no instances of a QC employee reporting to a QCC supervisor, or vice-versa. Schwartz Reply Decl. ¶ 6. Indeed, the provision of shared services permitted under the *Non-Accounting Safeguards Order* is subject to the requirement that “any persons provided by [QC or QCC] shall be solely the employees or agents of [the providing party] under its sole and exclusive direction and control.” Schwartz Decl. Ex. MES-272-8; Brunsting Decl. Ex. JLB-272-13. Even though there is no requirement that employees of a BOC and its affiliate be physically separated, the Schwartz Declaration states that Qwest and QCC have taken reasonable steps to accomplish such a physical separation. Schwartz Decl. ¶ 55. AT&T’s objection to the transfer of fewer than 200 employees between January and March 2001 is irrelevant because until the end of the transition period QCC had not yet even been designated a Section 272 affiliate. In any event, the Biennial Audit Procedures refute rather than support AT&T’s claim: they demonstrate that transfers are not impermissible, but will be monitored during the course of the later audit. 97/

97/ Even the Minnesota ALJ has rejected AT&T’s argument that such employee transfers impermissibly add “built-in’ value” to the new employer. *Compare* AT&T Comments at 112 with Minnesota ALJ 272 Recommendation ¶¶ 51-53.

C. Transactions Between QC and QCC Will Comply with Section 272(b)(5)

The Application presents overwhelming evidence that QC and QCC will comply with the requirements of Section 272(b)(5). *See, e.g.*, Exhibit MES-272-9 (Master Services Agreement); Exhibit MES-272-11 (sample of transactions); Brunsting Decl. ¶ 43 (citing <http://www.qwest.com/about/policy/docs/qcc/overview.html>, which lists all posted transactions). From January through June 2002, there have been no discrepancies between the billing from QC to QCC and the work orders posted on the Internet. *See* Exhibit MES-272-12; Reply Exhibit MES-4. The results of an examination conducted by KPMG LLP show that QC and QCC have developed sufficient controls to ensure compliance with the posting requirements. *See* Exhibit MES-272-3 (report of KPMG LLP); Exhibit MES-272-4 (Jacobsen KPMG Declaration).

The Commission can easily reject AT&T's contention that the use of a services company for legal, public policy, and financial services prevents a finding that transactions are not at arm's length. The Commission has explicitly permitted the sharing of services, whether provided by a BOC to its affiliate or provided by a common parent such as QSC, provided such services comply with the affiliate-transaction rules. *See Non-Accounting Safeguards Order*, 11 FCC Rcd at 21990-93 ¶¶ 178-183; *Third Order on Reconsideration* ¶¶ 18-19. Indeed in doing so, it rejected its original proposal to preclude the sharing of "in-house" administrative services such as "accounting, auditing, legal services, personnel recruitment and management, finance, tax, insurance, and pension services." 98/

98/ Notice of Proposed Rulemaking, *Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, as Amended; and Regulatory Treatment of LEC Provision of Interexchange Services Originating in the LEC's Local Exchange Area*, 11 FCC Rcd 18887 ¶ 62 (1996).

D. QC Will Comply with Section 272(c)'s Nondiscrimination Requirements

The Schwartz Declaration establishes that QC will comply with the nondiscrimination safeguards of Section 272(c). Schwartz describes mechanisms that ensure that QC will not favor QCC in the provision or procurement of goods, services, facilities, and information, or in the establishment of standards. Any IXC, including QCC, must contact its sales representative at QC in order to obtain services. If QCC desires to obtain from QC a service that has not previously been offered, that request is subject to the *additional step* of a thorough review by QC's Compliance Oversight Team. This review ensures that QC satisfies the nondiscrimination obligations of Section 272(c)(1). AT&T incorrectly characterizes this additional step as "a mechanism for [QCC] to request a new product, service, or information from [QC]" that is not available to competing carriers, despite the fact that Qwest has corrected AT&T on this point in state proceedings and even the Minnesota ALJ found that "[t]he process, as described, does not discriminate against competing IXCs." Minnesota ALJ Findings ¶ 107 (Attachment 7 to AT&T's Comments); *see also* Schwartz Reply Decl. ¶ 9.

AT&T argues that confidential QC information will be shared with QCC *via* employees of other Qwest affiliates. The training materials attached to the Schwartz and Brunsting Declarations show that all employees of Qwest companies are trained that QC's confidential information is not to be shared with QCC's employees. *See* Exhibits MES-272-17, MES-272-18, MES-272-19, MES-272-21. The Schwartz Reply Declaration includes an e-mail, dated May 14, 2002, sent to all employees of all Qwest companies emphasizing that QC confidential information may not be shared with QCC, referring to the Code of Conduct and to the Corporate Compliance Advice Line. *See* Schwartz Reply Decl. ¶ 8; Reply Exhibit MES-5. In light of these extensive controls, AT&T's unsubstantiated arguments that there are "improper conduits of confidential information" between the BOC and the 272 affiliate are no less

“unpersuasive” than those previously rejected by the Commission. *See Second Louisiana 271 Order* ¶ 345.

AT&T points to the fact that QC did not charge late-payment fees to QCC for certain past transactions that occurred during and shortly after the Section 272 transition period over a year ago. As discussed in the Schwartz Declaration, these were one-time omissions, they have been corrected, and the Master Services Agreement and Services Agreement will require such payments in the future. *See Schwartz Decl.* ¶¶ 19, 49.

E. QC and QCC Will Comply with Section 272(g)’s Restrictions on Joint Marketing

The Application establishes that QC and QCC will comply with Section 272(g) and, contrary to AT&T’s insinuations, the Commission has specifically acknowledged that such good faith commitments are sufficient for this purpose. *See Second Louisiana 271 Order* ¶¶ 357-60. QCC does not currently market or sell QC’s telephone exchange services and will not do so unless and until QC allows other entities offering the same or similar services to do so. Brunsting Decl. ¶ 49; Brunsting Reply Decl. ¶ 2. The Brunsting Declaration acknowledged that services such as product design, planning, and development of 272 Affiliate services are not part of joint marketing and must be offered by the BOC on a nondiscriminatory basis per Section 272(c). Brunsting Decl. ¶ 52. The Schwartz Reply Declaration includes current work orders describing the joint-marketing-planning services that QC is providing to QCC, versions of which have been available on the Internet since September 25, 2001. *See Schwartz Reply Decl.* ¶ 11; Reply Exhibit MES-6. It also confirms that QC will comply with the equal access requirements of Section 272(g). *Id.* ¶ 10.

IX. GRANT OF QWEST'S APPLICATION WILL PROMOTE THE OBJECTIVES OF THE ACT AND SERVE THE PUBLIC INTEREST

Consumers can expect to begin seeing significant benefits immediately upon grant of this Application. Qwest has shown that its return to the long distance market will serve the public interest by further enhancing both local and long distance competition. See Brief at 176-180; Teitzel Declaration at 29-42. Each of the five State Authorities has reached the same conclusion on behalf of its own consumers.

Faced with the extensive record here, competitors retreat to lower ground in attempting to fashion a countervailing public interest argument. AT&T pokes at the sufficiency of Qwest's performance assurance plans, notwithstanding that those plans are far more rigorous than those that the Commission has found satisfactory in other cases. AT&T and WorldCom re-run "price squeeze" arguments that the Commission already has rejected. Beyond that, competitors simply (albeit loudly) throw up a potpourri of miscellaneous other arguments that they allege provide public interest reasons for denying this application.

In a backhanded way, Qwest is pleased that its competitors' arguments come down to this. Their often-heated rhetoric is itself evidence of the strength of Qwest's showing under Section 271, and of the comprehensive work that has been done to open local markets in these states. With little of merit to say regarding legitimate Section 271 matters, competitors seek refuge outside its bounds.

Chairman Gifford of the Colorado PUC had a different take on the same issue three months ago when he denied an AT&T motion to modify his decision (as hearing examiner) regarding public interest issues in the Colorado 271 proceeding:

AT&T is apparently prone to get a case of the vapors at the beginning of § 271-related dockets, *see* Decision No. R01-222-I, Docket No. 01I-041T. It now appears that this affliction has returned near the end of the § 271 dockets. *See* AT&T Motion to

Modify Decision No. R02-318-I. This affliction manifests itself with ill-advised aggressiveness and overwrought pleading. *See Id.*

CPUC Hearing Commissioner Order Denying Motion To Modify Order On Staff Volume VII Report at 2. Chairman Gifford went on to observe that “the stridency of the motion principally serves to devalue the credibility of AT&T’s position here, particularly, as I have noted before, because of the hypocrisy it betrays as to the “public interest” standard. *Id.* (referencing AT&T’s advocacy of a narrow “public interest” review in the context of its own merger proceedings).

Similarly, nothing in the comments here should obscure the fundamental facts. Having fully met the Section 271 checklist and opened its local markets, Qwest’s entry into the interexchange market is clearly in the public interest. These matters are discussed further below.

A. Criticisms of Qwest’s Comprehensive Performance Assurance Plans Are Meritless

No party can challenge the fundamental fact that Qwest’s performance assurance plans in the five states are more rigorous than those that the Commission has deemed satisfactory in other Section 271 proceedings. Indeed, the comments are notably silent with regard to PAP matters.

AT&T is a minor exception, but its criticisms of the Qwest PAPs are completely unfounded. ^{99/} AT&T claims, first, that Qwest’s performance data are inaccurate and, therefore,

^{99/} One-Eighty’s comments do not implicate the sufficiency of the Qwest PAPs. As discussed above at Section VI(D) and in the Bumgarner Reply Declaration (at 11-14), OneEighty’s comments involve alleged activity in Montana, a state that is not included in this Application. Any remedies available to OneEighty, therefore, would be pursuant to the Montana, rather the Colorado PAP. More importantly, the facts demonstrate that the June outages alleged by OneEighty were the result of Neustar’s (the North American Numbering Plan Administrator) erroneous cancellation and reassignment of NPA/NXX code and was not Qwest’s error. *Id.*

Qwest’s PAPs (in Colorado as well as Montana) include performance measurements that measure and produce Tier 1 payments to CLECs for out-of-service incidents. (Qwest notes that the facts alleged by OneEighty related to the June outages may not warrant liability under the

cannot be relied upon to determine the sufficiency of the plans. AT&T Comments at 144.

However, the accuracy of Qwest's data has been verified through the Liberty audit and resulting reports and the data reconciliation efforts conducted through the ROC OSS collaborative. 100/

Each PAP also provides the opportunity for ongoing audits of performance measurements.

Moreover, the sufficiency of the plans has been demonstrated through months of workshops and hearings in which the structure of the plans was fully scrutinized quite apart from the data that would pass through them. Finally, AT&T never asserted during the extensive state proceedings that any alleged inaccuracies in the data inputs prevented the plans from being properly evaluated.

AT&T also claims that the PAPs are flawed because they lack measures regarding service order accuracy. AT&T Comments, Finnegan Decl. ¶ 224. However, PO-20, Manual Service Order Accuracy, has recently been developed - subsequent to the PAP review proceedings - and currently is being reported as a diagnostic measurement. Williams Reply Decl. ¶¶ 81-82. Further review is expected in the course of a "long-term PID administration

PAP, even under these measurements.) MR-3, Out of Service Cleared within 24 Hours, applies to non-design services and MR-5, Out of Service Cleared within 4 Hours, applies to design services. The PAPs include a measurement that evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by a "revised" effective date. See "NP-1, NXX Code Activation" and CPAP at 27. However, this measurement would not apply to OneEighty's claims as they are related to cancellation and reassignment of existing codes, rather than the activation of new NPA/NXX codes assigned to a CLEC's customers. And the PAPs are structured to provide significant payments to CLECs under these measurements. Under a per-occurrence payment structure, the PAPs pay on the percentage of trouble reports that did not meet the standard, relative to the total number of trouble reports in the same reporting period. The number of non-conforming trouble reports is then multiplied by the applicable payment amount identified in the PAP. See CPAP § 7.1. The amount may be the base amount or a higher amount depending upon whether other facets of the plan, such as payment escalation, also apply.

100/ See Liberty Audit Report, Appendix, D, Tab 4-16; The Liberty Consulting Group Report on Data Reconciliation of Qwest's Performance Measures, April, 2002, Appendix D, Tab 18-24. The data reconciliation process was discussed in detail in the Application, and additional information is provided in the Reply Declaration of Michael Williams.

forum.” *Id.* ¶ 78. Each PAP provides the opportunity to consider inclusion of this PID at the six-month review.

There also is no validity to AT&T’s claims that the Idaho and Iowa PAPs are contrary to FCC precedent. AT&T’s sole complaint related to the Idaho PAP is that it allegedly “precludes CLECs from obtaining alternative forms of relief.” AT&T Comments at 145. In fact, the Idaho PAP does not contain such a prohibition. Section 13.5 treats Tier 1 payments as liquidated damages, but expressly provides that the plan “is not intended to foreclose other noncontractual legal and noncontractual regulatory claims and remedies that may be available to a CLEC.” Nor does the language in section 13.6 to which AT&T purports to object bar a CLEC from pursuing noncontractual claims, such as antitrust claims; rather, it prevents a CLEC from seeking the same or additional contractual relief through a noncontractual claim. This reflects the Multistate Facilitator’s recognition that noncontractual remedies may well contain an element of compensatory recovery that would also be available under a contractual theory and, therefore, subject to the liquidated damages provision in the PAP. The Multistate Facilitator reasonably concluded that CLECs should not receive multiple opportunities to recover the same or additional contractual damages. Accordingly, a CLEC should not be permitted to fashion its contract claims as noncontractual ones (*e.g.*, tortious interference with contract) in an effort to recover damages it would be prevented from recovering under section 13.5. Facilitator’s QPAP Report at 32.

Contrary to AT&T’s unsupported contention, the PAPs’ prohibition on recovery of contractual damages through noncontractual claims is not inconsistent with any FCC decision. The FCC has approved PAPs that treat Tier 1 payments as liquidated damages, as does section 13.5 of the QPAP. *See* Texas Plan at § 5.0; Kansas/Oklahoma Plan at § 5.0; Missouri at § 5.3-

5.5. Section 13.6 simply provides that a CLEC should not be able to circumvent this prohibition by the way it fashions its pleading. There is nothing unreasonable about the IPUC's agreement with the Facilitator that CLECs should not be afforded opportunities for multiple recovery.

Similarly, nothing in the Iowa PAP is inconsistent with FCC expectations or other plans that previously have been approved by the FCC. Contrary to AT&T's claim, nothing in the Iowa PAP precludes or impedes the Board's ability to enforce and supervise the PAP. Disputes arising under the PAP are addressed through the dispute resolution provision of the SGAT, which includes the Board as a forum for resolving disputes. Moreover, section 16.1 of the Iowa PAP states that "[a]ny disputes regarding adding, deleting, or modifying performance measurements shall be resolved pursuant to a proceeding before the Board and subject to judicial review." Indeed, AT&T's complaints appear to center around its unfounded belief that an RBOC must go so far as to grant substantive authority to a state commission or waive its rights to due process or to contest future commission orders. There is nothing in any FCC approved PAP or any FCC order that requires such a concession from an RBOC.

B. The "Price Squeeze" Arguments of AT&T and WorldCom are Both Legally Untenable and Factually Unsupportable

AT&T's and WorldCom's price squeeze claims are indistinguishable from those that the Commission, in a number of recent orders, has concluded pose no barrier to approval of a carrier's section 271 application. In particular, the Commission has recognized that in rural areas, a tight margin between UNE rates and available revenues might be "the result of subsidized local residential rates in one or more zones and not the fact that UNE rates are not at an appropriate point in the TELRIC range." It thus would not "be in the public interest to deny a section 271 application simply because the local telephone rates are low." *Vermont 271 Order* ¶ 68; *see also Georgia/Louisiana 271 Order* ¶¶ 286-87. In such circumstances, CLECs need not

be able to compete via UNEs in all zones, because resale “provides a profit margin” even where “the costs of individual elements *exceed* the retail rate.” *See Vermont 271 Order* ¶ 69 (emphasis added). AT&T and WorldCom have made no attempt here to demonstrate that the margins about which they complain are due to factors other than state subsidization of basic service. 101/

Contrary to AT&T’s suggestion, *Sprint v. FCC*, 274 F.3d 549 (D.C. Cir. 2000), does not preclude the Commission from applying the foregoing principles. Indeed, the *Sprint* court expressly noted that tight margins might result from artificially low retail rates, and simply required the FCC to clarify its reasoning and to “help establish the reasonable range for interpretations of the statutory criterion.” *Sprint*, 274 F.3d at 555. The Commission, as explained above, has done just that. 102/

In any event, the CLECs’ attempts to demonstrate the existence of a price squeeze fail on both procedural and substantive grounds. As a procedural matter, because AT&T and WorldCom failed to present their new margin analyses to any state commission within Qwest’s region, or to the multistate facilitator appointed by Idaho, Iowa, and North Dakota to review all such issues relevant to Qwest’s 271 applications in those states, these analyses should not be considered. *See Thompson Reply Decl.* ¶ 121. As the Commission has previously stated, it is essential that parties to Section 271 proceedings first present all of their data and arguments to state commissions, given that “it is both impracticable and inappropriate for [the FCC] to make many [kinds of] fact-specific findings [in the context of a] section 271 review.” *Vermont 271*

101/ Indeed, here state subsidization substantially limits the margin available to providers of local service. *See Thompson Reply Decl.* ¶ 142.

102/ Thus, the D.C. Circuit invited the Commission to assess whether the principles of *FPC v. Conway*, 426 U.S. 271 (1976), are applicable in this unique statutory context. The Commission did so, and determined that they are not, for a number of reasons. *Vermont 271 Order* ¶ 67. This conclusion is not barred by *Sprint*, which as noted above recognized the Commission’s important role in interpreting the scope of the public interest standard of the Act.

Order ¶ 20. As a result of AT&T's "sandbagging," neither Qwest nor the state commissions have had any opportunity to review and scrutinize its new margin analysis as a whole or any of its components. Thus, for example, no party has had an opportunity to conduct discovery and cross examination relevant to AT&T's remarkable assertion that an "efficient" carrier would incur over \$10 per line per month in non-network costs to provide local service. Because AT&T's analysis has not been subject to any prior scrutiny, much less the kind of scrutiny given to Qwest's cost studies, it should be given little if any weight. Any other result would lead to findings based on unreliable data, and encourage similar sandbagging in the future.

In all events, even if considered, the new margin analyses fail to demonstrate a price squeeze. First, AT&T and WorldCom have misstated the relevant revenues available to competitors in the applicable markets. The revenue data underlying AT&T's figures are not included with its filing. *See* Thompson Reply Decl. ¶ 124. 103/ It appears, moreover, that AT&T has failed to account sufficiently for the FCC's holding that price squeeze analyses must take account of access revenues. *See Vermont 271 Order* ¶ 71. Compared to WorldCom's analysis, AT&T's analysis understates access revenue by at least 30%. *See* Thompson Reply Decl. ¶ 125. But WorldCom fares no better; for example, it assumes, without any basis, that the average end user likely to be targeted by a CLEC will order only *one* vertical feature. *See id.* ¶ 124. Particularly since WorldCom's own package, "The Neighborhood" -- which is already available in Colorado, Iowa, and North Dakota, as well as 31 other states and the District of Columbia 104/ - includes *six* features, it is incumbent on WorldCom to justify its far different

103/ Counsel for Qwest requested from AT&T a copy of these data and the other bases of AT&T's analysis, subject to the protective order in this proceeding, but AT&T refused to provide any of this material.

104/ *See* <http://www.theneighborhood.com>.

litigation assumption here. 105/ The result of the CLECs' unsubstantiated scattershot revenue assumptions is unsurprising: their own figures - especially for access revenues - differ substantially. *See* Thompson Reply Decl. ¶ 125.

Second, AT&T and WorldCom fail to substantiate their claims regarding the UNE rates they will pay to Qwest. They include a purported recurring OSS charge that, in reality, is a non-recurring charge that applies only *once per order*, *see* Thompson Reply Decl. ¶ 127, and various other unspecified non-recurring charges. In addition to the factual error of accounting for a nonrecurring charge as a recurring one, AT&T's inclusion of non-recurring charges is entirely disingenuous, because AT&T neglects to include corresponding opportunities for CLECs to collect non-recurring *revenues*. *See* Thompson Reply Decl. ¶ 129. 106/

Third, AT&T's and WorldCom's analyses turn on estimates of "internal costs" that have not been subject to any regulatory scrutiny, much less endorsed by any regulator, and which have been repeatedly rejected by the Commission. In its recent orders, the FCC has repeatedly rejected AT&T's and WorldCom's claims that they experience internal costs of \$10.00 or more, on the basis that this figure did not represent an *efficient carrier's* costs. *See Vermont 271 Order* ¶ 70; *New Jersey 271 Order* ¶ 172; *Georgia/Louisiana 271 Order* ¶ 288.

WorldCom does not even attempt to respond to these holdings, but rather relies on the *very same*

105/ Ryan Chittum, "Phone Service on the Cheap," *The Wall Street Journal*, July 2, 2002, at D1. WorldCom plans to have over two million Neighborhood subscribers by the end of 2002. *See id.* at D3.

106/ The CLECs also include "daily usage feed" (DUF) charges in their analyses. While such charges involve relatively minor amounts, they are incurred by Qwest for purposes of enabling CLECs to bill their own customers. There is no explanation by the CLECs why they are therefore not already factored into their purported customer care costs. *See* Thompson Reply Decl. ¶ 127.

affidavit the Commission has previously repudiated. *See* WorldCom Comments at 34 n.17; *Vermont 271 Order* ¶ 70.

AT&T purports to respond to the Commission's prior orders, claiming that its analysis "is based on the internal costs of an efficient entrant." AT&T Comments, Lieberman Decl. ¶ 24. Apart from the fact that these representations have not been tested, AT&T's assumes per-line internal costs are actually *higher* than those the Commission rejected in its previous orders. *See* Thompson Reply Decl. ¶ 131. AT&T's figures, moreover, are based entirely on a string of unsubstantiated "costs" and undocumented "factors" by which those costs were allegedly adjusted to simulate the expenses of an efficient carrier. *See* Thompson Reply Decl. ¶¶ 135-36. The fact that AT&T now breaks its "internal costs" into various components does not, in the absence of any supporting evidence, render them any more reliable than the unsubstantiated assertions by WorldCom that the Commission has previously rejected -- particularly since they are two and one-half times the magnitude of the costs that regulators in the applicant states estimated in computing the "avoided cost" resale discount for comparable marketing and customer care expenses faced by Qwest. *See* Thompson Reply Decl. ¶¶ 132-33, 136-38.

AT&T's contention that its purported internal costs exceed the difference between *resale* rates and available revenues is flawed for the same reasons, and is belied by the substantial evidence concerning CLEC use of resale in each of these five states. *See* Simpson Resale Decl. ¶ 5; Teitzel Track A/Public Interest Decl. ¶ 38. Moreover, the Commission rejected in its *Vermont 271 Order* the CLEC claims that the availability of resale is irrelevant to their "price squeeze" allegations:

AT&T and WorldCom contend that it is inappropriate to consider the availability of resale as a competitive option because the

margin is insufficient. We disagree. The distinction between how UNEs and resale are priced is significant here. UNEs are priced from the “bottom up,” that is[,] beginning with a BOC’s costs plus a reasonable profit, whereas resale is priced from the “top down,” that is, beginning with a BOC’s retail rate and deducting avoided costs. Such differing price structures are evidence that Congress envisioned competitors entering the market through different entry mechanisms under different circumstances.

Vermont 271 Order ¶ 69. Thus, Section 271 does not require that a CLEC be able to serve customers at a profit in every density zone in order for this Commission to approve a long-distance application, and certainly does not require that a CLEC earn a profit in areas where even the ILEC itself cannot do so. 107/

C. There Are No Extraordinary Circumstances Warranting Denial or Deferral of Qwest’s Application

Finally, and predictably, some commenters argue that the Commission “must, under [the] public interest standard, consider a variety of other factors as evidence that the local market is not yet truly open to competition, despite checklist compliance.” *New Jersey 271 Order* ¶168. The Commission has rejected such efforts to expand the requirements of the Act in the past, and it should do so again here.

For instance, a few commenters claim that there is too little residential competition in some of the application states. *See Sprint Comments* at 10; *AT&T Comments* at 133-137; *Integra Comments* at 7-8. However, as the Commission repeatedly has held, “[g]iven an affirmative showing that the competitive checklist has been satisfied, low customer volumes

107/ Indeed, the Commission has expressly rejected the idea that resale discount rates must be set at a level that ensures the viability of a reseller’s business. *See Local Competition Order* ¶ 914. Section 271, of course, links a grant of long-distance authority to the existence of forward-looking cost-based UNE rates consistent with section 252(d)(1) (checklist item 2), and resale discounts consistent with section 252(d)(3) (checklist item 14). The checklist does *not* require any particular relationship between the two. AT&T may not use the public interest inquiry to rewrite the requirements of section 271 or section 252 by impermissibly linking resale margins to its purported costs. *See Maine 271 Order* ¶ 57.

or the failure of any number of companies to enter the market in and of themselves do not undermine that showing.” *Pennsylvania 271 Order*, 16 FCC Rcd at 17487 ¶ 126. The Commission likewise has concluded that it will not adopt or apply a market share or other similar test for BOC entry into long distance. 108/ The Commission has made clear that these determinations apply to the public interest analysis as well as the Track A issue. *See New Jersey 271 Order* ¶168 & n.516 (rejecting attempts to insert market share or geographic penetration requirements into the public interest analysis). This confirms what the Commission has determined is “Congress’ desire to condition approval *solely* on whether the applicant has opened the door for local entry through full checklist compliance, not on whether competing LECs actually take advantage of the opportunity to enter the market.” 109/

Several commenters have alleged anticompetitive behavior by Qwest. *See, e.g.*, AT&T Comments at 119-133; Touch America Comments at 18; CompTel Comments at 7-12. But these purported anti-competitive acts amount to nothing more than a laundry list of unadjudicated and contested *assertions* from litigation filings in pending, unrelated dockets. *See, e.g.*, allegations that Qwest’s arrangements with Touch America amount to the provision of in-region interLATA services (Touch America Comments at 15-16; AT&T Comments at 125-128); 110/ allegations having nothing to do with the local exchange market, such as claims

108/ *See, e.g.*, *New Jersey 271 Order* at 168; *Maine 271 Order* at ¶ 59; *Georgia/Louisiana 271 Order* at ¶ 282; *Vermont 271 Order* at ¶ 63; *Rhode Island 271 Order* at ¶ 104; *Arkansas/Missouri 271 Order* at ¶ 126; *Pennsylvania 271 Order* at ¶ 126; *New York 271 Order*, 15 FCC Rcd at 4163 (¶ 427); *Massachusetts 271 Order*, 16 FCC Rcd at 9118-19 ¶ 235; *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6375-76 ¶ 268; *Texas 271 Order*, 15 FCC Rcd at 18558-59 ¶ 419.

109/ *New York 271 Order*, ¶ 427.

110/ Qwest is in the midst of a commercial dispute with Touch America over amounts due to Qwest in excess of \$125 million. In that environment, Touch America has filed two meritless complaints against Qwest with the Commission, one alleging that the sale of IRUs in cable facilities violates Section 271, and the second claiming that other alleged grievances it has with

regarding Qwest's rates for pay telephone access lines and fraud protection (Payphone Associations Comments at 4-9); incidents occurring *outside* Colorado, Idaho, Iowa, Nebraska and North Dakota that have no connection to Qwest's operations in those states, such as a systems testing dispute between Qwest and AT&T in Minnesota (AT&T Comments at 122-123); or one-shot disputes that have long been settled or otherwise addressed, such as long-ago

Qwest related to its purchase of Qwest's in-region long distance business in 2000 constitute violations of Section 271 and the order approving the Qwest-U S WEST merger. See File Nos. EB-02-MD-003 and -004. Touch America references those complaints here, *Touch America Comments* at 7, and other parties with no knowledge of the facts pile on. See, e.g., *CompTel Comments* at 11.

The disputes between Touch America and Qwest will be addressed in the pending commercial arbitration and litigation between the parties, and the FCC will dispose of the associated complaints as well in due course. For present purposes, it is enough to say that Qwest strongly objects to the Touch America allegations, which misleadingly disregard both the facts and the law. Two examples should suffice for that purpose here. Touch America complains about Qwest's sale of IRUs notwithstanding that Qwest expressly stated its intention to sell IRUs post-merger, and the Commission approved the merger with that information before it. See Qwest Divestiture Compliance Report, *Qwest Communications International Inc. and U S WEST, Inc.*, CC Docket No. 99-272, at 28-30 (filed April 14, 2000)(stating that Qwest would not unwind any pre-existing sales of in-region, interLATA IRUs "both for the conveyance of dark fiber and for the conveyance of lit fiber capacity" and that "it intend[ed] to continue selling similar telecommunications facilities in the future.") Similarly, Touch America has alleged that Qwest is not providing satisfactory OSS, referencing its complaints with various databases and software systems. *Touch America Comments* at 10; Touch America July 25, 2000 Ex Parte listing "Major Qwest Operational Support Systems"). Yet the "Qwest" systems Touch America references belong to Qwest Communication Corporation, are not used by Qwest Corporation, and are completely irrelevant to this proceeding.

The Commission has determined that complaints pending before the Commission in other dockets should not be litigated in a Section 271 docket. The Commission also has made clear that disputes arising from BOC merger orders that are currently being considered in its complaint dockets are best resolved in those other pending dockets, not imported into the consideration of section 271 applications. *Georgia/Louisiana 271 Order* ¶ 207-08 (citing *Kansas/Oklahoma 271 Order* ¶ 19); *Connecticut 271 Order* ¶ 79. Qwest will continue to defend itself against Touch America's allegations in the appropriate forums. Meanwhile, Touch America's unfounded and disingenuous allegations provide no basis for denial of this Application.

resolved allegations regarding AT&T's access to NIDs in multiple dwelling units in Washington (AT&T Comments at 131-132). 111/

While the Commission has stated that it is "interested" in evidence of BOC misconduct, *Michigan 271 Order* ¶ 397, it has made equally clear that it is not enough simply to paint a BOC as an inherently bad actor; rather, such evidence is relevant only insofar as it establishes a "pattern" that "would tend to undermine [the Commission's] confidence that the BOC's local market is, or will remain, open to competition once the BOC has received interLATA authority." 112/ For that reason, "allegations [that] do not relate to the openness of the local telecommunications markets to competition" present no reason to "deny or delay [an] application under the public interest standard." *New Jersey 271 Order* at ¶ 190. Likewise, incidents of past misconduct that have been *resolved* going forward (whether in the Section 271 process or in separate enforcement proceedings) do not call into question whether the market now "is, or will remain, open to competition." *Michigan 271 Order* ¶ 397. In addition, the Commission has repeatedly confirmed that a Section 271 proceeding is not the place to consider

111/ It should be noted that, although AT&T attempts to resurrect a long-resolved dispute in Washington and disguise it as a public interest issue for states included in this Application, the Washington Utilities and Transportation Commission has issued orders finding that Qwest's application in Washington complies with the public interest requirements of Section 271.

112/ *Id.* Likewise, Vanion's allegations regarding termination liability assessments ("TLAs") are simply not relevant to a Section 271 application. Vanion Comments at 10-12. In fact, the Commission has specifically held that "a Section 271 application is [not the] 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" *Texas 271 Order* ¶ 433. See also *New York 271 Order* ¶¶ 390-91; *Kansas/Oklahoma 271 Order* ¶ 281.

inter-carrier disputes that are pending (or more properly belong) in separate complaint or enforcement dockets. 113/

Nor do the “unfiled agreements” investigations pending in several states justify denying this application. *See, e.g.* AT&T Comments at 120-22; Touch America Comments at 24. Qwest, of course, has filed many interconnection agreements in the application states. Like other businesses, it also has other contacts that it is not required to file for regulatory approval. These “unfiled agreements” proceedings have arisen because some parties have argued that, under Section 252(a) of the Act, Qwest should have filed for prior state commission approval of certain of the contractual arrangements it negotiated with CLECs. 114/

Whether Qwest was obligated to file the agreements in question is solely a question of the proper interpretation of the scope of Section 252 that the Commission’s orders have not yet addressed. Qwest exercised its good faith judgment in deciding how to interpret Section 252(a) in the past. Once questions were raised in this area, Qwest appropriately petitioned the Commission, as the authoritative interpreter of Section 252, for a declaratory ruling clarifying ILECs’ obligations in this regard. 115/

113/ *See, e.g., Georgia/Louisiana 271 Order ¶ 305, Pennsylvania 271 Order ¶¶ 108, 118; Massachusetts 271 Order ¶ 203; Kansas/Oklahoma 271 Order ¶ 230, Texas 271 Order ¶ 383.*

114/ As noted above at Section IV.D.2, Qwest takes offense at the pejorative “secret agreements” label that some parties advocate for this matter. There is nothing sinister about respecting confidentiality in business transactions insofar as public filing is not required. The applicability of Section 252(a) to particular agreements involves a case-by-case fact determination against a currently unclear legal standard. Qwest has exercised good faith in making such judgments.

115/ *See* Petition for Declaratory Ruling of Qwest Communications International Inc., *In the Matter of Qwest Communications International, Inc., Petition for Declaratory Ruling on the Scope of the Duty To File and Obtain Prior Approval of Negotiated Contractual Arrangements Under Section 252(a)(1)*, WC Docket 02-89, filed Apr. 23, 2002.

There is no reason to short-circuit the “considered resolution” of these “industry-wide local competition questions of general applicability” by shoehorning them into an abbreviated Section 271 docket. 116/ As the Commission has repeatedly noted, a Section 271 docket is not the proper place to resolve “interpretive disputes about the precise content of an incumbent LEC’s obligations to its competitors - disputes that our rules have not yet addressed and that do not involve *per se* violations of self-executing requirements of the Act.” *Id. See also Texas 271 Order* ¶¶ 23-27. The Department of Justice agrees that “it is not apparent that the remedy for . . . prior violations [of Section 251 or 252], if any, lies in these proceedings rather than in effective enforcement through dockets in which such matters are directly under investigation.” DOJ Evaluation at 3.

State Authorities have reached exactly the same conclusion. AT&T filed motions asking that their respective Section 271 review proceedings be delayed based on the alleged unfiled agreement violations. Four of the five State Authorities here formally ruled on these requests; each rejected them. 117/ They recognized that this matter does not rise to the level

116/ *Kansas/Oklahoma 271 Order* ¶ 19 (“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. . . . Such fast-track, narrowly focused adjudications are often inappropriate forums for the considered resolution of industry-wide local competition questions of general applicability.”).

117/ *See Order Denying Motion, In the Matter of the Colorado Public Utilities Commission’s Recommendation to the Federal Communications Commission Regarding Qwest Corporation’s Provision of In-Region, InterLATA Services in Colorado*, Colorado Public Utilities Comm’n, Docket No. 02M-260T (June 11, 2002); *Order to Consider Unfiled Agreements, In re US WEST Communications, Inc., n/k/a Qwest Corporation*, Iowa Utilities Board, Docket Nos. INU-00-2, SPU-00-11 (June 7, 2002) (“Iowa Order to Consider Unfiled Agreements”); *Notice of Commission Action, In the Matter of the Investigation into Qwest Corporation’s Compliance with Section 271 of the Telecommunications Act of 1996*, Montana Public Service Comm’n, Docket No. D2000.5.70 (June 3, 2002); *Motion to Reopen 271 Proceedings Denied, In the Matter of Qwest Corporation, Denver, Colorado, filing its notice of intention to file Section 271(c) application with the FCC and request for Commission to verify Qwest Corporation’s compliance with Section 271(c)*, Nebraska Public Service Comm’n, Application No. C-1830

where it implicates Section 271. Even the Iowa Utilities Board, which investigated these agreements in a separate docket and concluded that they should have been filed, 118/ still rejected AT&T's call to re-open Qwest's Section 271 application. The Board held that because its order in the unfiled agreements docket (Docket No. FCU-02-2) put Qwest on notice that future failures to file would result in penalties, the matter was resolved going forward, which is all that Section 271 requires. 119/

Qwest looks forward to the Commission's decision on its pending Petition. Meanwhile, however, it has taken broader action to eliminate any issue going forward. First, as detailed in the declaration of Mr. Larry Brotherson, while Qwest's petition is pending the company has voluntarily committed to file with the states all future contracts, agreements, and letters of understanding negotiated with CLECs that create obligations in connection with Sections 251(b) or (c). Brotherson Reply Decl. at ¶ 8. Qwest believes that this "all obligations" standard is overbroad, and that Section 252(a) does not require filing and prior PUC review and approval of any and all obligations agreed to between an ILEC and a CLEC. For example, regulatory approval should not be required for carrier-specific implementation details related to provisioning, Qwest-CLEC relationship management issues (such as meeting schedules and

(June 12, 2002); Transcript of Special Meeting, *US WEST Communications, Inc. Section 271 Compliance Investigation*, North Dakota Public Service Comm'n, Case No. PU-314-97-193 (June 13, 2002); *accord*, Order on AT&T Motion to Reopen Proceedings, *In the Matter of the Application of Qwest Corporation Regarding Relief Under Section 271 of the Federal Telecommunications Act of 1996, Wyoming's Participation in a Multi-State Section 271 Process, and Approval of its Statement of Generally Available Terms*, Wyoming Public Service Comm'n, Docket No. 70000-TA-00-599 (June 18, 2002).

118/ See Order Making Tentative Findings, Giving Notice For Purpose of Civil Penalties, and Granting Opportunity to Request Hearing, *In re AT&T Corporation v. Qwest Corporation*, Iowa Utilities Board, Docket No. FCU-02-2 (May 29, 2002).

119/ See Iowa Order to Consider Unfiled Agreements at 9-10.

dispute resolution processes) and the like. Nevertheless, pending FCC action, Qwest will not draw lines in this area.

Second, Qwest has established a committee of senior managers (at the Executive Director level and above) to enforce compliance with this policy and any order the Commission issues on the subject. This committee meets on a regular basis (recently weekly) to review and determine whether Qwest must file particular agreements with state commissions. Brotherson Reply Decl. at ¶ 7.

Third, Qwest is adopting a new policy that will take into consideration any state orders in this area that may arise pending FCC action on its Declaratory Ruling Petition. Obviously Qwest will comply with any state commission or board order concluding that a particular agreement should have been filed under Section 252(a) insofar as that order articulates a line-drawing standard applicable to ILEC-CLEC agreements. In addition, pending FCC action on its Petition and as a further sign of good faith, Qwest will defer to potentially conflicting state commission or board decisions pursuant to the following policy. (Qwest emphasizes that this voluntary offer is made with the express understanding that it is not conceding in advance the correctness of any particular state's interpretation of Section 252(a), nor are its actions under this policy to be deemed an admission that its past decision to implement any CLEC agreement without obtaining prior PUC approval violated the Act.)

1. Qwest will take additional actions in the event of a final order concerning Section 252(a) compliance issued by a utility commission or board in a state where Qwest either has received Section 271 authority, or has an application for Section 271 authority pending before the FCC. Specifically, to the extent that (a) Qwest is required to file an agreement with a CLEC and (b) that agreement contains ongoing, currently effective obligations to the CLEC as to Section 251(b) or (c) matters, then Qwest will post the agreement on its web site as a general offering across its region.
2. Qwest will offer the same terms and conditions in its region as if the agreement had been filed in each state and the terms and conditions were available under Section 252(i). To the extent that the agreement with the CLEC includes rate-related terms in

one or more states, Qwest will make the same rates available in the respective states as if the agreement had been filed in the appropriate state, and will negotiate rates for the term and condition in states where the agreement with the specific CLEC itself does not apply.

3. When Qwest begins this process, it will send CLECs operating in its region a general advisory notice that they can look to the Qwest web site for this information now and in the future.
4. Qwest will not include within this general offer terms of agreements that (a) no longer are in effect; (b) involve payments to resolve past disputes; or (c) do not involve 251(b) or (c) interconnection matters.
5. In making this offer, Qwest in no way waives its legal position that Section 252(a) does not require the relevant agreement, or any specific provision in the agreement, to be submitted to and approved by the state regulators. By way of example, Qwest understands that publication of an agreement on its web site is not an admission that the agreement should have been filed in a state. Pending FCC action on the Declaratory Ruling Petition, Qwest's actions hereunder are not to be deemed a concession that any particular interpretation(s) of the scope of Section 252(a) ordered by a state or otherwise is a correct interpretation of the law.
6. To the extent that an agreement qualifies for web posting under this plan, Qwest will post the agreement in full. Qwest will note on the web site that "This agreement is posted for the information of other local exchange carriers. To the extent that this agreement contains ongoing obligations on the part of Qwest to [the CLEC contract party], Qwest will provide the same to other carriers upon reasonable request for the time that this agreement remains in effect and subject to the same terms and conditions, as well as applicable policies with respect to the ability of carriers to opt into agreements under Section 252(i) of the Telecommunications Act, which are incorporated herein by reference. To the extent that the agreement includes rate-related terms in one or more states, Qwest will make the same rates available in the respective states as if the agreement had been filed in the appropriate state, and will negotiate rates for the term and condition in states where the agreement with the specific CLEC itself does not apply. This offer does not apply to provisions of this agreement that have expired, that involve payments made in settlement of past disputes, or that involve matters unrelated to Section 251(b) and (c) of the Telecommunications Act."
7. Qwest will remove an agreement from its web site when it has expired, or when none of the terms remaining in effect create ongoing obligations as to matters related to Section 251(b) and (c) of the Telecommunications Act.
8. Following a final FCC order on Qwest's pending Petition for Declaratory Ruling concerning Section 252(a), Qwest will conform to the terms of that order.

Qwest has in the past been commended for its willingness to work with CLECs to meet their particular business needs. Now others are questioning its good faith judgment as to when its voluntarily negotiated agreements with CLECs must go through a prior regulatory approval process and when they need not. So be it; Qwest looks forward to further FCC clarification in this area, and will promptly accommodate clarification from the states - not just in the ordering state, but also throughout the region.

Meanwhile, however, the issue here is what, if anything, these matters have to do with the instant application. Qwest submits that the commenters' allegations with respect to Qwest's *past* filing practices under an undefined Section 252(a) filing standard have no bearing on whether the market in each of the five application states *presently* "is, or will remain, open to competition once the BOC has received interLATA authority." *Michigan 271 Order* ¶ 397. The relevant states have agreed with this conclusion. The Department of Justice concurs, noting that "such allegations of past discrimination do not appear to implicate the Department's inquiry into whether local exchange markets are fully and irreversibly open to competition." DOJ Evaluation at 3-4.

The Commission's *Georgia/Louisiana* decision is directly on point. In that proceeding, two CLECs claimed that a BellSouth interconnection policy violated the CLECs' "rights to interconnect 'at any technically feasible point' within BellSouth's network," and that, as a result, the BOC had not satisfied its obligations under checklist items 1 and 9. The Commission rejected the CLECs' argument because (1) the BellSouth policy at issue had been rescinded, (2) a Section 271 docket was not the place "to settle new and unresolved disputes about the precise content of an incumbent LEC's obligations to its competitors," and (3) the issue concerned matters "open . . . before [the] Commission" in another docket. *Georgia/Louisiana*

271 Order ¶ 207-08 (citing *Kansas/Oklahoma 271 Order* ¶ 19). All of these considerations apply here.

Furthermore, the Qwest performance assurance plans provide an independent basis for the Commission to find that Qwest will take the actions necessary to keep its markets open for all CLECs. They stand as a remedy for any future Qwest failure to meet its obligations under Section 271. The Commission has held that even in cases of past misconduct, the adoption of a performance assurance plan or other performance-related commitments “could alleviate substantially these concerns” going forward. *Michigan 271 Order* ¶ 399. Qwest denies any such misconduct here, and submits that - in any event - grant of this Application should not be denied based on pending arguments over the correctness of its past decisions (in an undefined legal zone) that certain contract arrangements with CLECs do not require prior regulatory filing and approval.

In short, the Commission should find here, as the states and Justice Department have already, that the “unfiled agreements” matter does not present any basis for rejecting this Application. 120/ And the Commission similarly should reject all of the other red herrings that

120/ The commenters’ remaining claims are without merit. AT&T’s overheated suggestion that CLECs’ individual business decisions to settle their disputes with Qwest outside of a Section 271 docket raises “grave concern about the fundamental integrity” of the state record (AT&T Comments at 122) ignores just how exhaustive the state proceedings were (as well as AT&T’s own zeal in raising the issues of nonparticipating carriers). As the CPUC notes, “[i]n a ‘but-for’ world, the potential impact of CLEC *non*participation in the collaborative process is, at worst, close to nil.” CPUC Evaluation at 64. Similarly, AT&T’s attempt to manufacture some difference between the question of the Section 252 filing obligation and any duty of nondiscrimination (AT&T Comments at 17, 121) is unavailing. The point and effect of filing an agreement is to make its terms available to other CLECs under 47 U.S.C. § 252(i), the “pick and choose” provision. If Qwest has no obligation to file an agreement, that means it has no obligation to make its terms available to other carriers under Section 252(i), and any failure to offer these terms to other carriers is not unlawfully discriminatory. Conversely, Qwest’s commitment to apply a broader filing standard going forward until the Commission clarifies the

commenters have tried to raise under the rubric of “public interest” analysis. The commenters have not rebutted Qwest’s comprehensive showing that the local markets in these five states are open to competition. Now consumers should enjoy the corresponding public benefits of more choices in the long distance market.

precise scope of the filing obligation means all relevant terms are available to all CLECs *via* Section 252(i) going forward, and hence no putative discrimination problem is left.

CONCLUSION

The local exchange market in each of the application states is demonstrably open to competition. Qwest has satisfied its statutory checklist obligations and otherwise complied with the requirements of the 1996 Act, and it will continue to do so in the future. Its entry into the interLATA market in each of Colorado, Idaho, Iowa, Nebraska and North Dakota will fulfill the promise of competition for all the residents of these states.

Accordingly, for all the reasons stated herein and in its opening brief, Qwest's Consolidated Application should be granted.

Respectfully submitted,

**QWEST COMMUNICATIONS
INTERNATIONAL INC.**

By: _____

R. Steven Davis
Dan L. Poole
Andrew D. Crain
John L. Munn
Lynn A. Stang

Peter A. Rohrbach
Mace J. Rosenstein
Linda L. Oliver
David L. Sieradzki

Qwest Communications
International Inc.
1801 California Street
Suite 4700
Denver, CO 80202
303-896-2794

Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street NW
Washington, DC 20004
202-637-5600

Counsel for Qwest Communications
International Inc.

July 29, 2002

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Qwest Communications)	WC Docket No. 02-148
International Inc.)	
)	
Consolidated Application for Authority)	
to Provide In-Region, InterLATA Services)	
in Colorado, Idaho, Iowa, Nebraska)	
and North Dakota)	

REPLY DECLARATION OF THOMAS R. FREEBERG

**Checklist Items 1 and 13 of Section 271(c)(2)(B)
Interconnection and Reciprocal Compensation**

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Declaration addresses AT&T's comments regarding forecast deposits, trunk group size reduction, direct trunked transport in excess of 50 miles, and mixing of traffic types on a transport system or on a trunk group. This Declaration also responds to a billing dispute described by Vanion.

I. INTRODUCTION

3. In my initial Declarations on interconnection trunking and reciprocal compensation, I included a detailed discussion of Qwest's actual commercial performance in the states covered by this Application.^{1/} No commenter raised any issues concerning Qwest's performance in those areas. AT&T is the only commenter that discussed interconnection trunking, and AT&T and Vanion were the only commenters that addressed reciprocal compensation.^{2/} Their comments were limited to issues concerning the precise scope of Qwest's legal obligation to offer interconnection and reciprocal compensation to competing carriers. All of those issues were thoroughly discussed in workshops, and were carefully reviewed and resolved by the state regulatory authorities.

4. As of May 1, 2002, Qwest and CLECs had over one million interconnection trunks in service across Qwest's 14-state region. In a typical

^{1/} My initial Declarations appear in Attachment 5, Appendix A to the Application.

^{2/} Eschelon filed an Exhibit 1 attached to its July 3, 2002 Comments, which included brief discussions of interconnection trunking and reciprocal compensation in connection with a pending Minnesota case. Eschelon did not explain how that Exhibit relates to this Application, and the specific issues mentioned in the Exhibit were raised and resolved in the workshops of the states involved in this case. For these reasons, I do not address Eschelon's Exhibit 1 further here.

month, Qwest and CLECs now exchange more than 8 billion minutes of calls over these local interconnection trunks. Regionwide, between May 1, 2001 and April 30, 2002, Qwest paid CLECs over \$75 million of reciprocal compensation. CLECs project continued increases in the number of interconnection trunks. The sheer size and steady growth in these volumes is a strong indicator that Qwest has been an important contributor to the health of local competition.

5. The few matters identified by AT&T and Vanion have not created hardships for new local exchange carriers in Qwest's region. CLECs have, and will continue to have, ready access to a fundamental prerequisite of local exchange competition – the ability to readily send their retail customers' local calls to Qwest retail customers and, with the same confidence, to have their retail customers receive local calls from Qwest's retail customers. Qwest also has established and will continue to establish reciprocal compensation arrangements for the transport and termination of local telecommunications, and it strictly abides by the terms of those arrangements. As a result, the Commission should find that Qwest has satisfied the requirements of checklist item 1 for interconnection trunking and checklist item 13 for reciprocal compensation.

II. INTERCONNECTION TRUNKING

6. AT&T suggests that several of Qwest's practices are unlawful.^{3/} AT&T offers little, if any, material evidence in support of its claims, which are baseless.

A. Forecasting, Deposits and Utilization

7. AT&T contends that "if a CLEC forecasts a need for more trunks than Qwest *thinks* the CLEC will need, Qwest forces the CLEC to pay a construction deposit, which will not be returned if the CLEC's utilization falls below a certain threshold."^{4/} This is not true.

8. Unless a CLEC has an unbroken 18-month history of low average utilization of trunking that is already in place, the CLEC is not even a candidate for a deposit.^{5/} Once this 18-month history of low average utilization has been established by a CLEC, a deposit may be submitted only if Qwest and the CLEC cannot agree on a trunk forecast, and then, only if the CLEC demands that

^{3/} See AT&T Comments at 71-81 and Wilson Decl. at ¶¶ 5-36. One of the matters raised by AT&T deals with the use of spare transport capacity. This issue is addressed at Section III.A below in the context of checklist item 13, as it is a financial issue rather than a structural one. Another issue raised by AT&T deals with charges for entrance facilities. See AT&T Comments at 73-75. This issue is addressed in the Reply Declaration of Jerrold L. Thompson.

^{4/} AT&T Comments at 75.

^{5/} SGAT 7.2.2.8.6.1 ("if CLEC's trunk state wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service *each month*").

Qwest build interconnection trunks to the CLEC's forecast, rather than Qwest's forecast. Thus, CLECs choose whether or not to place deposits.

9. Moreover, the SGAT states that once a deposit is provided, and Qwest builds to the CLEC's forecast, if the CLEC achieves 50% utilization in any single month in the 6-month period after the quarter to which the deposit applied, the deposit is returned to the CLEC.^{6/} To date, no CLEC in any state has elected to submit a deposit.^{7/} The fact that CLECs have not submitted deposits has not created provisioning delays.^{8/}

10. AT&T asserts, without any evidence, that "[t]he practical effect of these provisions is that CLECs scale back their facilities-based market entry to prevent excess blocking."^{9/} Qwest's commercial performance results demonstrate that provisioning delays and blockage on interconnection trunks are extremely rare, and are at parity with the retail analogue.^{10/} AT&T does not acknowledge that fact.

^{6/} See, e.g., Colorado SGAT §§ 7.2.2.8.6.1 and 7.2.2.8.6.3 ("To the extent CLEC chooses to submit a deposit . . .").

^{7/} Similarly, Qwest has never required a CLEC to submit, a deposit, nor has Qwest "assessed" any deposits.

^{8/} See Commercial Performance Results for metrics OP-6 and OP-15B. The results for each state appear in Attachment 5, Appendix D to Qwest's Application, and in ex partes filed on July 2 and July 23, 2002.

^{9/} See AT&T Comments at 76-77.

^{10/} See Commercial Performance Results under metric NI-1.

11. In short, AT&T's forecasting concerns are hypothetical and without foundation.

B. Reclamation

12. AT&T asserts, without any evidence, that "Qwest may unilaterally determine that a CLEC is underutilizing its trunks and snatch trunks back from the CLEC regardless of the CLEC's needs or plans for the trunks it holds and for which it pays." ^{11/} Again, AT&T overstates its case.

13. First, the SGAT states, in § 7.2.2.8.13, "If CLEC does not submit an ASR to resize the trunk group within thirty (30) calendar days of the written notification, Qwest *may* reclaim the unused facilities and rearrange the trunk group." Qwest has never exercised its rights under that provision. Qwest has *not ever* reduced the size of an active trunk group against a CLEC's wishes. Moreover, when Qwest-provided underutilization reports indicate the potential need to reduce the size of trunk group, CLECs generally have voluntarily agreed to a trunk group size reduction. This voluntary approach to trunk group size reduction has worked well from each carrier's perspective during the past several years.

14. Second, the carriers do not compensate one another for the portion of a trunk group that has no use. Recurring usage-sensitive charges for switching and for transport are forgone on trunks that are idle. Flat-rated transport for two-way trunk groups is subject to cost allocation that drives greater cost to the carrier who sends the larger proportion of the traffic. Due to popular

^{11/} AT&T Comments at 78.

CLEC focus on retail subscribers who receive more calls than they originate, the carrier who is responsible for the greater share of idle flat-rated transport is typically Qwest.

C. Commingling Traffic Types on a Single Trunk Group

15. AT&T argues that "Qwest's SGATs in Iowa, Idaho, Nebraska, and North Dakota (§ 7.2.2.9.3.2) prohibit CLECs from placing interconnection traffic on the trunk groups they have already established to carry toll traffic These restrictions prevent CLECs from efficiently using their existing, spare trunk capacity for interconnection, and further drive up the costs of interconnection with Qwest." ^{12/} This issue does not pose competitive problems for AT&T or any other CLEC.

16. The Colorado SGAT allows for the complete combining of traffic that AT&T seeks.

17. In Idaho, AT&T's interconnection agreement with Qwest contemplates the combining of different types of traffic on interconnection trunks. ^{13/} In fact, interconnection trunk groups in Idaho now carry a mix of traffic types. Any carrier may exercise its right to use the AT&T language in its Idaho agreement.

^{12/} AT&T Comments at 79.

^{13/} The AT&T interconnection agreement states, "If Local Traffic and Toll Traffic are combined in one (1) group, AT&T shall provide a measure of the amount of Local and Toll traffic relevant for billing purposes to U S WEST." See Qwest/AT&T Idaho interconnection agreement at § 8.2.2. This agreement (and the others discussed here) appears in Attachment 5, Appendix L to Qwest's Application.

18. In Iowa, as in Idaho, AT&T's interconnection agreement with Qwest allows for the combining of traffic on the same trunk group. ^{14/}

19. In Nebraska, the Qwest/TCG interconnection agreement allows for combining. ^{15/} In North Dakota, the Qwest/Halstad Telephone (HTC) interconnection agreement allows for combining. ^{16/} Any carrier may exercise its right to incorporate the language from those agreements into its interconnection agreement.

20. In any event, the SGAT provisions that AT&T attacks are not discriminatory. Qwest has long maintained one set of trunk groups to carry exchange access traffic for interexchange carriers and a second set for its own local traffic. For example, Qwest has two sets of tandems and Qwest's local tandems do not carry any retail subscribers' calls dialed using a "1" as the first digit. Qwest does not use its toll ("access") tandems as an overflow route for local calls. Local trunk groups are engineered to deliver slightly higher blocking rates than Qwest's separate toll "grade of service" groups. Qwest does not combine these traffic types

^{14/} "The ILEC shall provision trunks without any user restrictions (e.g., option for two-way trunking, and no unnecessary trunk group fragmentation by traffic type)." See Qwest AT&T Iowa interconnection agreement at Attachment 3, Appendix A, page 110.

^{15/} "If local and toll traffic are combined in one trunk group, TCG must provide a measure of the amount of local and toll traffic relevant for billing purposes to USWC." See Qwest/TCG interconnection agreement at § H, page 16.

^{16/} "U S WEST may not impose any restrictions on traffic types delivered to/from the POI(s), but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange and interstate interexchange usage along with reasonable audit rights or HTC may report U S WEST usage." See Qwest/HTC interconnection agreement at § 7.6.5.

on the same group for itself and should not be faulted for the SGAT language in Idaho, Nebraska, Iowa or North Dakota.

21. While complete combining of traffic makes for the fewest number of trunks, greater combining also creates greater likelihood of billing inaccuracies and disputes. In a combined trunk group, estimated percentages of traffic by type are necessary. This is assuredly less accurate than knowing that all traffic on a specific trunk group is of one type. Qwest's reason for not using the same language in all jurisdictions was based on Qwest's expectation that billing is less accurate and disputes between parties are more frequent where estimates are applied. The marginally greater number of trunks seemed a good tradeoff for fewer disputes.^{17/}

D. Build-out Obligations

22. Finally, AT&T argues that "Qwest's SGATs also arbitrarily limit the length of interconnection trunks between Qwest switches to 50 miles. In other words, when a CLEC wishes to purchase interconnection trunks that would involve transport of more than 50 miles between Qwest switches, and Qwest lacks adequate capacity on such a route, Qwest requires the CLEC to build the additional capacity for Qwest."^{18/}

^{17/} Assuming the same grade of service, two trunk groups carrying the same quantity of traffic as one trunk group would require marginally more members, but the size difference is not large.

^{18/} AT&T Comments at 80-81.

23. AT&T misstates the content of SGAT § 7.2.2.1.5. As I noted in my initial Declaration (at ¶¶ 116-17), the regulatory authorities in Idaho, Nebraska and North Dakota approved a compromise proposed by Qwest. In those states, when a CLEC seeks direct trunked transport in excess of 50 miles and the parties cannot agree on an appropriate cost sharing arrangement, the parties may submit the issue to the state commission for resolution. There is no contractual limit on the length of direct trunked transport in those states.

24. In Colorado and Iowa, the regulatory authorities approved SGAT language that requires Qwest to provide direct trunked transport up to 50 miles where Qwest does not have existing facilities. Beyond 50 miles, CLECs may be required to construct facilities to the mid-point of the span. That limitation is reasonable.^{19/}

25. When neither carrier has available facilities between the respective carriers' switches that need to exchange calls, each carrier is on equal grounds. In this case, one carrier or the other carrier (or both) must construct facilities. When the carriers agree to a mid-span meet, neither carrier bills the other for reciprocal compensation associated with local transport. If AT&T provides the entire facility, it will bill Qwest for the transport it provides. When Qwest provides the entire facility, it will bill AT&T for the transport it provides. AT&T may decide which option is best for the interconnection. There is no improper

^{19/} The Colorado SGAT allows a CLEC to avoid construction through a one-time charge.

burden to AT&T. AT&T decides for both carriers. AT&T has not adduced any evidence that the SGAT provisions have had an adverse effect on competition.

III. RECIPROCAL COMPENSATION

26. The reciprocal compensation matters identified by AT&T and Vanion do not show that Qwest has failed to enter into interconnection agreements that include reciprocal compensation. As a result, the Commission should find that Qwest has satisfied the requirements of checklist item 13 for reciprocal compensation.

A. AT&T's Claim - Ratcheting

27. There is no merit to AT&T's claim that "Qwest effectively prevents the efficient use of spare private line facilities for interconnection trunks by charging . . . private line rates for interconnection trunks if interconnection trunks and private line trunks are combined on the same facility."^{20/} This argument misstates the facts and misunderstands the law. First, Qwest's SGAT allows rather than prevents the use of transport in the manner AT&T describes.^{21/} Second, Qwest assesses no charge when a CLEC uses spare facilities – Qwest's flat-rated charge for the facility does not change when the local traffic is added. Third, as explained further below, this Commission and the regulatory agencies for the states included in this Application have all considered and specifically rejected the proportional pricing scheme AT&T seeks.

^{20/} AT&T Comments, Wilson Declaration, ¶ 29.

^{21/} SGAT § 7.3.1.1.2.

28. Section 2.7 of Qwest Tariff F.C.C. No. 1 covers shared use of interstate special access circuits. When Private Line Transport Service (“PLTS”) is shared with local exchange service, the tariff explicitly prohibits proportional pricing:

2.7.1. PLTS with Local Exchange Service:

PLTS and Local Exchange Service may be provided on a Shared Use facility. However, individual recurring and nonrecurring charges shall apply for each PLTS and local Exchange Line. The Shared Use facility is not apportioned.

This language is very clear: When a jurisdictionally interstate private line is shared with local exchange service, apportionment is not permitted. The proportional pricing sought by AT&T is tantamount to an impermissible attempt to change the rates for a federally tariffed service. This is consistent with the FCC’s repeated confirmation that the “ratcheting” of rates is not intended. ^{22/}

29. Though the FCC has been clear on this point, AT&T argues that “[p]roportional pricing can be used to appropriately charge the CLEC for the two types of traffic,” but that, “section 7.3.1.1.2 of Qwest’s SGATs effectively prevents the CLEC from using existing spare private line transport facilities for interconnection trunks by charging private line rates for the complete facility, including those trunks that should otherwise be billed under the reciprocal compensation requirements for interconnection purposes.” ^{23/} This overlooks,

^{22/} *Local Competition Supplemental Order Clarification*, 15 FCC Rcd at 9598-99, ¶ 22; *Net2000 Communications, Inc. v. Verizon-Washington, D.C., Inc.*, 17 FCC Rcd 1150 (2002).

^{23/} AT&T Comments, Wilson Declaration ¶ 29.

however, that when a CLEC has arranged for a special access facility with some idle portion, then elects to use the idle portion for transporting local interconnection trunking, Qwest provides that local transport to the CLEC at no additional charge. AT&T seeks even more favorable terms, and is in effect requesting a reciprocal compensation rate lower than zero. Neither the Act nor the FCC's rules impose such a requirement.

30. The Multi-state Facilitator noted that Special Access rates are part of a delicately balanced rate system that supports universal service.^{24/} To alter that system by allowing TELRIC rates for special access circuits would upset the balance. The Multi-state Facilitator therefore concluded that CLECs can use special access circuits for interconnection, but should continue to pay the tariff rate for those circuits.^{25/} The other states participating in the Multi-state workshops concurred, as did the Colorado Commission.^{26/}

B. Vanion's Claim – CABS Bills

31. Vanion erroneously argues that Qwest's practices interfere with Vanion's ability to recover its costs of terminating local traffic. There is no truth to

^{24/} *Multi-state Workshop One Issues Report* at 13.

^{25/} *Id.*

^{26/} See, e.g., *Colorado PUC Volume IIA Resolution Decision* at Section II.J (“Qwest is not obligated to ratchet rates based on the mix of traffic.”) (discussing *Colorado PUC Volume IA Resolution Decision*); *IUB Checklist Item 13 Reconsideration Order* at 6; *Nebraska PSC Group II SGAT Compliance Order* at ¶¶ 92-98 (adopting Facilitator's recommendations); *NDPSC Group 2 Amended Interim Report* at Section D.3 “Commingling of InterLATA and Local Traffic on the Same Trunk Groups” (adopting Facilitator's recommendations), Attachment 5, Appendix C.

Vanion's claim that Qwest has not complied with checklist item 13 due to, "bad faith disputes in regard to payment for termination of local traffic."^{27/} Vanion claims it has been "duly providing CABS (Carrier Access Billing System) invoices to Qwest" to cover costs for terminating Qwest's customers' local and ISP calls to Vanion customers. However, until May 31, 2002 – just two weeks before Qwest filed the present Application – Qwest and Vanion had a bill-and-keep arrangement for EAS/Local traffic and therefore no bills or invoices were exchanged prior to that time. Therefore, any complaint Vanion may have regarding compensation for terminating local traffic prior to Qwest filing this Application would of necessity be limited to the two-week period prior to the filing. Even taking into consideration the intervening time between the filing of the Application and this Declaration, Vanion's complains are wholly unfounded.

32. On May 31, 2002, the CPUC approved an amendment that replaced the bill-and-keep terms in Vanion and Qwest's interconnection agreement with a reciprocal compensation arrangement.^{28/} The new arrangement requires the parties to rate EAS/Local "voice" traffic at state-ordered rates, and to zero-rate all ISP-bound traffic. On June 4, 2002, Qwest received via e-mail Vanion's first bill, consisting of two invoices, for EAS/local traffic in Colorado. Though these were the first bills under the parties' new arrangement, they inexplicably showed an

^{27/} Vanion Comments at 8.

^{28/} See Qwest Application Attachment 5, Appendix L, Agreement #78.

outstanding balance.^{29/} As Qwest began to process the invoices, it contacted Vanion on July 8, 2002, to inquire why an outstanding balance appeared on them, since they were the only invoices Qwest had received from Vanion to date. Vanion replied that it had misdirected an earlier bill to Qwest's billing contractor. Vanion stated that one invoice for \$211,841.45 was inaccurate and would be reissued for a revised amount of \$511.00.

33. Vanion also claims that Qwest disputes invoices and legitimate billing using a process that is biased in Qwest's favor. Specifically, Vanion claims that Qwest requires Vanion to provide call detail records ("CDRs") in order to receive payment, but that when Vanion requests CDRs from Qwest, "it takes months for Vanion to receive the information, and only after many battles with Qwest." This is not accurate.

34. From October 2001 to January 2002, Vanion and Qwest worked to implement Qwest's first transmission of inter-LATA exchange access usage records via File Transfer Protocol.^{30/} This involved careful configuration of firewall and router programming. At Vanion's request during the set-up, Internet Protocol addresses were changed and record formats were revised. These iterations were not "battles" as claimed by Vanion, and Qwest completed the work on an expedited schedule compared to competing projects at the time.

^{29/} Under the prior bill-and-keep arrangement, the parties did not exchange bills or pay reciprocal compensation.

^{30/} These call records are not associated with local calls and so were not tied to reciprocal compensation.

35. Qwest has not “disputed” any Vanion invoices for reciprocal compensation and there is no record of a Qwest or a Vanion request for CDRs associated with these invoices.^{31/} Vanion can expect normalized exchanges of billing data (and of payments) under the parties’ new reciprocal compensation arrangement in due course. This serves only to reinforce – not refute – that Qwest establishes reciprocal compensation arrangements for transport and termination of telecommunications consistent with checklist item 13.

IV. SUMMARY AND CONCLUSION

36. Qwest has satisfied each of the requirements of the Act with regard to interconnection trunking under checklist item 1 and reciprocal compensation under checklist item 13. Qwest has a concrete and specific legal obligation to continue to provide interconnection under the SGATs and other interconnection agreements between Qwest and CLECs in Colorado, Nebraska, North Dakota, Iowa and Idaho. It also has a concrete and specific legal obligation to continue to provide reciprocal compensation arrangements under the SGATs and interconnection agreements in those states as well.

37. Qwest has fulfilled considerable demand for interconnection across the states, and Qwest’s trained personnel are well prepared to meet future demand for interconnection. In addition, Qwest has paid CLECs considerable compensation for local traffic transport and termination. The procedures Qwest has

^{31/} Notably, Qwest has willingly accommodated late payment from Vanion of billing associated with other checklist items.

in place for establishing and expanding interconnection to CLECs, and for providing reciprocal compensation arrangements, ensure that the requirements of the Act have been, and will continue to be, satisfied. The performance data show that Qwest provisions interconnection trunks to CLECs on a nondiscriminatory basis and that trunk blockage is well below benchmark, and that Qwest properly records, bills, and pays for reciprocal compensation via systems that ensure reciprocal compensation is handled properly. All of Qwest's processes, procedures, capabilities, and performance for interconnection and reciprocal compensation ensure that efficient carriers are afforded a reasonable opportunity to compete.

38. In view of the foregoing, the Commission should find that Qwest has satisfied the requirements of checklist item 1, Interconnection, and checklist item 13 of Section 271(c)(2)(B) of the Act.

39. This concludes my declaration.

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 29, 2002.

Thomas R. Freeberg

GLOSSARY OF ACRONYMS AND SHORT FORMS

Short Form	Full Expression
FCC or Commission	Federal Communications Commission
CPUC or Colorado Commission	Colorado Public Utilities Commission
IPUC or Idaho Commission	Idaho Public Utilities Commission
IUB or Iowa Board	Iowa Utilities Board
NPSC or Nebraska Commission	Nebraska Public Service Commission
ND PSC or North Dakota Commission	North Dakota Public Service Commission
ROC	Regional Oversight Committee
TAG	Technical Advisory Group
Act	Communications Act of 1934, as amended, 47 U.S.C. § 151, <i>et seq.</i>
Telecommunication Act or 1996 Act	Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56.
LEC	local exchange carrier
ILEC	incumbent local exchange carrier
CLEC	competitive local exchange carrier
ISP	Internet service provider
AT&T	AT&T Corp.
Vanion	Vanion, Inc.
SGAT	Statement of Generally Available Terms and Conditions
PID	Performance Indicator Definition
UNE	unbundled network element
POI	point of interconnection
LATA	local access and transport area
TELRIC	Total Element Long-Run Incremental Cost
NECA	National Exchange Carriers Association

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
)
Qwest Communications) **WC Docket No. 02-148**
International Inc.)
)
Consolidated Application for Authority)
to Provide In-Region, InterLATA Services in)
Colorado, Idaho, Iowa, Nebraska)
and North Dakota)

To: The Commission

**REPLY COMMENTS OF
QWEST COMMUNICATIONS INTERNATIONAL INC.
IN SUPPORT OF CONSOLIDATED APPLICATION
FOR AUTHORITY TO PROVIDE IN-REGION, INTERLATA SERVICES IN
COLORADO, IDAHO, IOWA, NEBRASKA AND NORTH DAKOTA**

R. Steven Davis
Dan L. Poole
Andrew D. Crain
John L. Munn
Lynn A. Stang

Qwest Communications
International Inc.
1801 California Street
Suite 4700
Denver, CO 80202
303-896-2794

Peter A. Rohrbach
Mace J. Rosenstein
Linda L. Oliver
David L. Sieradzki

Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street NW
Washington, DC 20004
202-637-5600

Counsel for Qwest Communications
International Inc.

July 29, 2002

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COLORADO, IDAHO, IOWA, NEBRASKA AND NORTH DAKOTA**

Pursuant to the Commission's *Public Notice*, DA 02-1390 (June 13, 2002), Qwest Communications International Inc. hereby submits its Reply Comments in the captioned proceeding.

I. INTRODUCTION AND SUMMARY: GRANT OF QWEST'S APPLICATION IS SUPPORTED BY THE RECORD AND COMMISSION PRECEDENT

Qwest's Application provides compelling evidence that Qwest has satisfied the requirements of Section 271 in Colorado, Idaho, Iowa, Nebraska and North Dakota. Each of the the five State Authorities agrees, and, in its respective consultative report filed in this docket, supports grant of the Application.

Comments filed in opposition to Qwest's interLATA reentry are few; more importantly, as shown below, they fail to establish any basis under the Act or Commission precedent for denial of Qwest's Application. Stripped of their rhetoric, comments such as those

of AT&T, WorldCom and Covad are little more than a half-hearted – if full-throated – rehash of arguments fully considered, and rejected, by the State Authorities in the course of their comprehensive Section 271 proceedings. Others, such as those of Touch America, Sprint and the Payphone Providers, attempt to bootstrap Commission consideration of issues that are beyond the ambit of Section 271 or already are the subject of Commission consideration in other, appropriate proceedings. Still other commenters, such as Vanion, Eschelon and OneEighty, offer up anecdotal evidence that both on its face and when viewed in the light of Commission precedent does not warrant a finding of noncompliance with any element of the Section 271 analysis.

A. Each of the State Authorities has Concluded that Qwest has Satisfied the Requirements of Section 271 and Each has Reaffirmed its Support for Qwest's Application

After years of rigorous factfinding and analysis that the CPUC called “the epitome of collaborative, open decision making,” CPUC Evaluation at 9, each of the State Authorities has determined that Qwest has satisfied the requirements of Section 271. Each has concluded that the local market in, respectively, Colorado, Idaho, Iowa, Nebraska and North Dakota is “fully and irreversibly open to competition.” Each has reaffirmed its support of Qwest's Application and urged this Commission to authorize Qwest to provide interLATA services in its state. The State Authorities found, for example, that:

- Qwest's SGAT is “the most thorough . . . in the country.” CPUC Evaluation at 2.
- Qwest's OSS test was “the most rigorous and comprehensive test conducted to date of a Bell Operating Company (BOC).” *Id.* at 2. *See also* IPUC Consultation at 5-6 (active participation of IPUC staff in all

aspects of the regional third party test of Qwest's OSS "ensured that the testing addressed Idaho specific conditions and concerns"). 1/

- A "long and arduous" data reconciliation process has "resulted in all interested observers being assured that Qwest's performance reporting is accurate and reliable." IUB Consultation and Evaluation at 17. *See also* NDPSC First Comments at 11 ("Qwest's audited and reconciled performance results demonstrate that the NDPSC can rely on Qwest's performance data to evaluate whether Qwest satisfies Section 271 of the Act.").
- "CLECs have had - and shall continue to have - substantial opportunities for meaningful input into the design and operation of Qwest's change management process." NPSC Comments at 6.
- Qwest has implemented "the most potent and meaningful performance assurance plan (PAP) yet required of a BOC." CPUC Evaluation at 3.

Meanwhile, the Department of Justice - subject, of course, to this Commission's independent evaluation - also "recommends that the FCC approve Qwest's Application." DOJ Evaluation at 33.

Individually and collectively, these endorsements by the expert agencies whose views are to be accorded "substantial weight" in the Section 271 calculus 2/ constitute additional compelling evidence that Qwest has satisfied the requirements of the Act and that its Application should be granted.

1/ *See also* DOJ Evaluation at 7 ("No CLEC has alleged that the regional approach was inappropriate, or that the underlying OSS are too dissimilar to permit such an overall evaluation.").

2/ *See* 47 U.S.C. § 271(d)(2)(A) (directing Commission to "give substantial weight to the Attorney General's evaluation"); *New York 271 Order*, 15 FCC Rcd ¶¶ 6-13, 20 (Commission will accord "substantial weight" to state evaluations that are based on rigorous underlying proceedings).

B. The Totality of the Evidence and Section 271 Precedent Mandate Grant of Qwest's Application

The State Authorities and the Justice Department have concluded that Qwest's Application should be granted on the basis of a comprehensive record that, significantly, reflects "prodigious and diffuse pleading to the contrary." CPUC Evaluation at 4. Nevertheless, undeterred by the weight of the evidence and the State Authorities' unanimous conclusions, certain commenters have redoubled their efforts to discredit Qwest's satisfaction of the requirements of Section 271 by either misstating the law, mischaracterizing the record, or both.

Foremost among them is AT&T, whose allegations all too often are based on a highly selective use of – or complete disregard for – the record evidence. ^{3/} A few examples will suffice:

- AT&T does not - and cannot - rely on orders issued by the State Authorities in support of its opposition to Qwest's Application, citing instead the preliminary recommendations of an administrative law judge in Minnesota - a state not included in this Application - which in any case have not been adopted by the Minnesota Commission.

The fact is that each of the State Authorities, in multiple, iterative decisions, has concluded that Qwest has satisfied all the requirements of Section 271. ^{4/}

- AT&T contends, citing Qwest's white pages listings data, that "CLECs have managed to gain just 41 UNE-based [*sic*] residential lines" in Idaho and "just 115 such lines" in North Dakota." AT&T Comments at n. 437.

^{3/} "The stridency of AT&T's arguments and the vehemence and promiscuity of its adverbs" have been noted by at least one of the State Authorities in the course of the proceedings below, as has its propensity to conflate its private business interest with the public interest. *CPUC Hearing Commissioner Order Denying Motion To Modify Order on Staff Volume VII Report* at 6, 15.

^{4/} *See id.* at 5 (denying AT&T's request that a Hearing Commissioner order be modified by incorporation of the Minnesota ALJ's recommendations); *see also* IPUC Consultation at 6-11 (restating, and in each case rejecting, AT&T's allegations regarding the adequacy of the third party test of Qwest's OSS).

The fact is that Qwest never suggested that the figures discussed in its Application constituted the entire universe of residential UNE-P. To the contrary, Qwest made clear that figures derived from white pages listings represented only a fraction of UNE-P lines. 5/

- AT&T claims that Qwest impermissibly seeks to expand the scope of the Commission’s switching “carve-out” by counting lines on a per-customer basis instead of a per-location basis. AT&T Comments at 95-98.

The fact is that, notwithstanding how lines are counted for purposes of the switching carve-out, Qwest’s current policy is to provide access to unbundled switching at UNE rates in all cases, even where it is not obligated to do so under FCC rules. Qwest’s Application made this clear. See Simpson/Stewart Switching Decl. ¶ 19 n.27.

- AT&T complains that Qwest’s Compliance Oversight Team is a “discriminatory” means by which QCC can secure new products, services or information from QC that are not available to other interexchange carriers. AT&T Comments at 114.

The fact is that the Compliance Oversight Team demonstrably constitutes an additional layer of insulation between QC and QCC by ensuring that all goods, services, facilities and information provided by QC to QCC are reduced to writing, disclosed and made available to unaffiliated entities, and priced according to the requirements of Section 272(b)(5). Qwest Br. at 171; Schwartz Decl. ¶¶ 78-79, 81-83.

As discussed in detail below, other commenters show a similar lack of restraint in their use – or misuse – of the record. But the law is clear: “When considering commenters’ filings in opposition to the BOC’s application,” the Commission looks “for evidence that the BOC’s *policies, procedures, or capabilities* preclude it from satisfying the requirements of the checklist item. Mere unsupported evidence in opposition will not suffice.” *Texas 271 Order*, 15 FCC Rcd at 18375 ¶ 50 (emphasis added).

5/ See Teitzel Decl. at 24 (“CLEC white pages listings totals understate the actual number of CLEC access lines in service” precisely because “many access lines are not listed in the white pages”).

Furthermore, as the Commission has stated on more than one occasion, the determination of a BOC's satisfaction of the requirements of Section 271 ultimately is "a judgment we must make based on our expertise in promoting competition in local markets and in telecommunications regulation generally." *Kansas/Oklahoma 271 Order* ¶ 29; *see also Texas 271 Order*, 15 FCC Rcd at 18374 ¶ 46; *New York 271 Order*, 15 FCC Rcd at 3972 ¶ 46. The Commission expressly has eschewed the delineation of "specific objective criteria" for satisfaction of Section 271; to the contrary, because the Commission has concluded that it can meaningfully evaluate a Section 271 application only on the basis of "an analysis of specific facts and circumstances," it examines "each application on a case-by-case basis and consider[s] the totality of the circumstances, including the origin and quality of the information before us, to determine whether the nondiscrimination requirements of the Act are met." *Kansas/Oklahoma 271 Order* ¶ 29.

The comprehensive record here reflects several years, hundreds of millions of dollars, and the work of thousands of people to open the Qwest local markets. That record has been endorsed by the State Authorities and deemed sufficient by the Department of Justice. The Commission now should take the final step, and grant Qwest's Application.

II. THE RECORD DEMONSTRATES THAT LOCAL COMPETITION IS FLOURISHING IN EACH OF THE APPLICATION STATES

The Commission has made clear that Track A is satisfied so long as a BOC can show in each state that at least one predominantly facilities-based CLEC is "an actual commercial alternative" to the BOC – which can be done by demonstrating that the CLEC serves "more than a *de minimis* number" of subscribers. ^{6/}

^{6/} See *New Jersey 271 Order* at ¶ 10; *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6257 ¶ 42; *Michigan 271 Order*, 12 FCC Rcd at 20585 ¶ 78. In New Jersey, a CLEC serving no more

Qwest has demonstrated that CLECs are providing service predominantly over their own facilities to more than a *de minimis* number of both residential and business customers in each of the application states, and that the Track A requirements therefore have been satisfied. ^{7/} See Qwest Br. at 14-20; see also Teitzel Declaration at 9-29. Even in Idaho, where CLEC market share for residential services is lower than in the other four application states, at least three predominantly facilities-based carriers – Project Mutual Telephone Company, McLeodUSA and CTC Telecom ^{8/} – are actual commercial alternatives to Qwest, providing service to residential end users at more than *de minimis* levels. ^{9/} See Exhibit DLT-Track A/PI-ID-1.

than 733 residential access lines was deemed to satisfy the *de minimis* standard. See *New Jersey 271 Order* ¶¶ 11–13, n.33 & n.41. A CLEC serving no more than 345 residential lines satisfied the standard in Vermont. See *Vermont 271 Order* ¶¶ 11–12; see also *DOJ Vermont Evaluation* at 5 & n.19.

^{7/} Access line and E-911 information associated with Independent LECs serving customers outside Qwest's service territory has been excluded from Qwest's data. Data associated with CLECs serving customers in Independent LEC service territory also were excluded. See generally Qwest July 9 Ex Parte.

^{8/} Project Mutual Telephone Company serves both residential and business customers in Burley, Idaho, exclusively *via* its own facilities. McLeodUSA is a predominantly facilities-based CLEC serving residential and business customers in various communities in Idaho *via* a combination of its own facilities, stand-alone UNE loops, UNE-Platform and resale. CTC Telecom, Inc., is a facilities-based CLEC subsidiary of Cambridge Telephone, an Independent LEC, serving a primarily residential subdivision in Eagle, Idaho. This community is in the greater Boise area and is within Qwest's Idaho service territory. See generally Qwest July 9 Ex Parte.

^{9/} No commenter has questioned that there is ample competition for business customers. Although, as discussed above, some commenters have alleged that Qwest has failed adequately to open the market to competition for residential services, CLECs serving business customers use precisely the same systems, processes and wholesale rates as those offered to CLECs serving residential customers. These commenters would have the Commission believe that Qwest has fully opened the market to competition for its profitable business customers but, at the same time, has kept the less profitable residential market closed. Of course, this simply is not the case - nor is it possible.

Despite the claims of some commenters that CLEC market shares in the application states are inadequate to support approval under Section 271 (Sprint Comments at 10; AT&T Comments at 133-137; Integra Comments at 7-8), the Commission repeatedly has “specifically declined to require any particular level of market penetration.” ^{10/} Moreover, the percentage of lines served by CLECs in each of the application states is consistent with the penetration rates in other states in which the Commission has granted Section 271 approval. ^{11/} See Qwest Br. at 176-77; Teitzel Declaration at 35-37.

Sprint, meanwhile, contends that “Qwest’s methodology [for estimating CLEC market share] improperly inflates the CLECs’ line estimates by including CLECs’ high speed data lines and local lines which are not used for competitive local service” Sprint Comments at 11. Sprint asserts that it “does not compete with Qwest for local voice telephone service” and “suspects” that the data Qwest attributes to Sprint-affiliated entities are “primarily” used for Dial IP service and “some” DSL. *Id.* at 12. ^{12/} Sprint’s “suspicions” are beside the

^{10/} See, e.g., *New Jersey 271 Order* ¶¶ 10, 13; *Ameritech Michigan Order*, 12 FCC Rcd at 20585 ¶ 77. The Court of Appeals for the D.C. Circuit has affirmed that the Act “imposes no volume requirements for satisfaction of Track A.” *Sprint v. FCC*, 274 F.3d at 553-54; see also *SBC Communications Inc. v. FCC*, 138 F.3d at 416 (“Track A does not indicate just how much competition a provider must offer in either the business or residential markets before it is deemed a ‘competing’ provider.”).

^{11/} AT&T’s comparison (AT&T Comments at 136) of the *absolute* numbers of CLEC lines in North Dakota and Idaho to the *absolute* numbers in New York, Pennsylvania, and Massachusetts is specious. AT&T’s three comparison states have between ten and thirty times the population of North Dakota, and between five and fifteen times the population of Idaho. See United States Census Bureau, Ranking Tables for States: Population in 2000 and Population Change from 1990 to 2000 (PHC-T-2). That North Dakota and Idaho have smaller absolute numbers of CLEC lines than the significantly more populous comparison states is hardly surprising.

^{12/} Notwithstanding Sprint’s description of its activities, Qwest notes that Sprint has *self-reported* residential and business access lines to the Colorado E-911 and white page listings databases. See Teitzel Declaration, Exhibit DLT-Track A/PI-CO-1.

point. Regardless of how Sprint's customers use their access lines - that is, whether they connect a telephone to them and use them for voice, or connect a modem and use them for IP dial-up service - Sprint and Qwest are directly competing to provide the same product: a two-way, voice-grade retail access line. How Sprint packages that line does not change what it is, or the fact that it is a competitive substitute for a Qwest two-way voice-grade retail access line. The Commission's Section 271 orders have never suggested that an applicant must adjust its CLEC retail access line data to reflect the type of traffic the end user may be sending over (or the type of equipment that may be connected to) the line at any given moment, especially since the same access line can be used for both voice and data at different times during the same day.

Sprint also asserts that Qwest is "double counting" access lines by reporting access line estimates based on interconnection trunks and resold lines. Sprint Comments at 12-13. But, because interconnection trunks are used by CLECs only in conjunction with stand-alone unbundled loops and CLEC-owned lines served *via* a CLEC's switch, in order to estimate the total number of CLEC access lines it is necessary to look separately to the number of resale lines served by CLECs – as well as the number of UNE-P lines in service – that remain resident in a Qwest switch. *See* Teitzel Declaration ¶ 39. There is no "double counting" because interconnection trunks are not used to provide resale (or UNE-P) service.

The Track A requirements have been satisfied in Colorado, Idaho, Iowa, Nebraska and North Dakota because, in each state, CLECs are providing service predominantly over their own facilities to more than a *de minimis* number of both residential and business customers. No commenter has offered any evidence to refute this conclusion.

III. QWEST’S PERFORMANCE MEASURES AND DATA ARE ACCURATE AND RELIABLE

A. Independent Reviews Verified That Qwest’s Performance Data Is Accurate and Reliable

Over the last two years, Qwest’s performance has been scrutinized beyond that experienced by any other BOC. Liberty Consulting and CapGemini audited Qwest’s performance tracking and reporting processes and found them reliable, and Liberty and KPMG validated Qwest’s performance results in data reconciliation. The facts support their conclusions. Nonetheless, AT&T and Covad contend that Qwest’s performance data is unreliable. *See* AT&T Comments at 46-48; Covad Comments at 42-45. In prior Section 271 orders, the Commission rejected similar attacks on the reliability of performance data.

In the *Georgia/Louisiana* proceeding, commenters raised many of the same points raised here. Specifically, the commenters asserted that:

A number of metrics were not calculated properly; the metric data is not an accurate representation of BellSouth’s performance; BellSouth’s metric data is not provided in a manner that allows competing carriers to readily verify whether BellSouth’s performance is meeting established standards; . . . and the lack of a completed audit, and the problems found by KPMG in its Georgia and Florida audits of BellSouth’s metric data, demonstrate that the data is unreliable.

Georgia/Louisiana 271 Order at ¶ 17 (citations omitted). The Department of Justice also expressed concerns about “the reliability and accuracy of BellSouth’s data.” *Id.*

The Commission disagreed. “In view of the extensive third-party auditing, the internal and external data controls, the open and collaborative nature of metric workshops . . . , the availability of raw performance data, BellSouth’s readiness to engage in data reconciliations, and the oversight of the [state] Commissions, we are persuaded that, as a general matter

BellSouth's performance metric data is accurate, reliable, and useful." *Id.* at ¶ 19. The same reasoning applies here. Indeed, Qwest's case is even stronger.

None of the BellSouth audits were complete at the time the Commission issued its ruling, and certain exceptions were unresolved." *Id.* at ¶ 16. In contrast, both of Qwest's performance measure audits are complete, and there are no open issues. BellSouth expressed a willingness to undergo data reconciliation. Qwest, on the other hand, participated in a thorough data reconciliation process, and Liberty Consulting closed every exception and observation report that it issued. The Department of Justice

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Qwest Communications)	WC Docket No. 02-148
International Inc.)	
)	
Consolidated Application for Authority)	
to Provide In-Region, InterLATA Services)	
in Colorado, Idaho, Iowa, Nebraska)	
and North Dakota)	

REPLY DECLARATION OF MARGARET S. BUMGARNER

**Checklist Items 1, 9 and 11 of Section 271(c)(2)(B)
Collocation, Numbering Administration and Number Portability**

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TABLE OF EXHIBITS

Exhibit	Description
Reply Exhibit MSB-1	Letter of Acknowledgement of Assignment Error By NeuStar to Qwest
Reply Exhibit MSB-2	Idaho SGAT

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
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Qwest Communications) **WC Docket No. 02-148**
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REPLY DECLARATION OF MARGARET S. BUMGARNER

**Checklist Items 1, 9 and 11 of Section 271(c)(2)(B)
Collocation, Numbering Administration and Number Portability**

Pursuant to 47 C.F.R. § 1.16, Margaret S. Bumgarner declares as follows:

1. My name is Margaret S. Bumgarner. My business address is 1600 Seventh Avenue, Seattle, Washington, 98191. I am a Director in the Policy and Law organization at Qwest Corporation ("Qwest"). I submit this Reply Declaration in support of Qwest's application for authority to provide interLATA services originating in Colorado, Idaho, Iowa, Nebraska and North Dakota. This Reply Declaration supports Qwest's response to comments filed by Eschelon and Vanion regarding Checklist Item 1 of Section 271 of the Act as it relates to collocation. I also reply with respect to comments by OneEighty regarding Checklist Item 11 of Section 271 of the Act as it relates to LNP. The issues raised by OneEighty are, however, actually related to numbering administration as part of

Qwest's Section 271 obligations under Checklist Item 9. My response will demonstrate that Qwest complies with Checklist Item 1, Checklist Item 9 and Checklist Item 11 contained in Section 271 of the Act.

I. INTRODUCTION

2. Qwest satisfies the requirements of Sections 271(c)(2)(B)(i), 271(c)(2)(B)(ix) and 271(c)(2)(B)(xi), and the FCC's rules, with respect to collocation, numbering administration and local number portability ("LNP"). Qwest provides collocation and LNP in Colorado, Idaho, Iowa, Nebraska and North Dakota, under rates, terms and conditions that are just, reasonable, and nondiscriminatory, in compliance with both the 1996 Act and FCC rules. Qwest has a concrete and specific legal obligation to provide collocation and LNP as specified in its SGAT and in its other approved interconnection agreements with CLECs.^{1/} Qwest has concrete legal obligations under these same instruments to comply with industry guidelines and FCC rules regarding numbering administration, including those sections requiring accurate reporting of data to NeuStar as the North American

^{1/} In Qwest's May 25, 2002 Idaho SGAT, which was filed with the Idaho Public Service Commission ("IPUC"), Sections 13 through 16 (concerning access to telephone numbers, local dialing parity, Qwest Dex, and referral announcement) were omitted. The May 25, 2002 version of the Idaho SGAT was also filed with this Commission as part of this Section 271 Application. On July 25, 2002, Qwest filed a new version of the Idaho SGAT, inclusive of Sections 13 through 16, with the IPUC. While only Sections 13 through 16 were omitted in this Section 271 Application, Qwest has included the entire Idaho SGAT for the Commission's convenience herein as Reply Exhibit MSB-2.

Numbering Plan Administrator (“NANPA”), which has been responsible for numbering administration in Qwest’s region since September 1, 1998.

3. The only collocation issue raised by Eschelon in its comments (regarding off-site adjacent collocation) is not required by Section 271 of the Act and was specifically addressed in the FCC’s orders on collocation, as not being required. Regarding Eschelon’s other miscellaneous list of issues, that were merely unsupported exhibits from another state’s unfinished proceeding, the majority have already been addressed through the Change Management Process (“CMP”) and others were resolved either by consensus agreement in the Application states’ Section 271 workshops or by a decision of the applicable state’s regulatory agency. Vanion’s one collocation issue is a product enhancement that is not a requirement of Section 271 and, in fact, has already been addressed in the CMP. There are, and will continue to be, evolving processes and product enhancements worked upon through the CMP. There are, however, no unresolved issues with regard to Qwest’s compliance with the Section 271 requirements for collocation.

4. OneEighty is the only party that raised issues involving LNP, and it has done so erroneously. The issues that it has raised are actually related to Checklist Item 9 (numbering administration). In addition, the issues involve a NXX code in the State of Montana, which is not one of the states included in this Application. Both issues involve isolated incidents, one that was not even caused by Qwest, and one translations error that occurred over a year and a half ago. In fact,

Qwest has demonstrated excellent performance for both Checklist Item 9 and Checklist Item 11.

5. The Colorado Public Utilities Commission, Idaho Public Utilities Commission, Iowa Utilities Board, Nebraska Public Service Commission and North Dakota Public Service Commission (collectively, the "State Regulators") have all found that Qwest satisfies Checklist Items 1, 9 and 11. ^{2/} For the reasons provided in Qwest's Application, my initial Declaration and below, the FCC should find that Qwest has satisfied the requirements of Section 271(c)(2)(B)(i) for collocation, Section 271(c)(2)(B)(ix) for numbering administration and 271(c)(2)(B)(xi) for local number portability.

II. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR CHECKLIST ITEM 1 - COLLOCATION

6. Neither Eschelon nor Vanion raise issues that would merit a finding other than that Qwest satisfies Checklist Item 1 as it relates to collocation. As discussed below, the off-site adjacent collocation issue raised by Eschelon does not really involve something that can fairly be called collocation at all, and in any event is not an offering required by the Act or the FCC's rules. The sundry other matters Eschelon raises by way of attaching its response to an information request from the Minnesota Department of Commerce in the Section 271 proceeding in that

^{2/} See ROC I Application, Bumgarner Collocation Decl. at 52-71; Bumgarner Numbering Administration Decl. at 15-23; and Bumgarner LNP Decl. at 21-24.

state, to the extent such claims may be properly raised in that manner, are not compliance-affecting issues. ^{3/}

A. Off-Site Adjacent Collocation

7. Qwest provides adjacent collocation in a manner consistent with the Act and FCC requirements. ^{4/} Neither the Act nor the Commission's rules require Qwest to provide space in or on a third party's property. The 1996 Act requires only the provision of collocation "at the premises of the local exchange carrier." ^{5/} In implementing this requirement, the FCC defined "adjacent collocation" as requiring ILECs to "make available, where physical collocation space is . . . exhausted . . . collocation in adjacent controlled environmental vaults [or] huts, or similar structures located at the [ILEC] premises." ^{6/} The FCC's definition of premises includes only an ILEC's central offices and serving wire centers; buildings or similar structures owned, leased or otherwise controlled by the ILEC that house its network facilities; structures that house ILEC facilities on public right-of-ways; and land owned, leased, or otherwise controlled by an ILEC adjacent

^{3/} For example, Qwest's forecasting and space reservation policies were litigated at length and properly decided in the Multi-state process and before the state commissions. *See, e.g.*, Bumgarner Collocation Decl. ¶ 29 and ¶ 34 n.47.

^{4/} Qwest Br. at 34; Bumgarner Collocation Decl. ¶¶ 36-38. *See also* SGAT §§ 8.1.1.6, 8.2.6 *et seq.*, & 8.4.6, *et seq.*

^{5/} *See* 47 U.S.C. § 251(c)(6).

^{6/} 47 C.F.R. § 51.323(k)(3) (emphasis added).

to the above-listed property. ^{7/} Thus, the definition of “premises,” and by extension the obligation to provide adjacent collocation, excludes “off-site” areas, such as those for which Eschelon seeks “adjacent collocation,” which do not fall under the ILEC’s ownership or control.

8. The Commission has clearly confirmed as much. In the *Advanced Services Reconsideration Order*, the Commission found that the term “premises of the local exchange carrier” in Section 251(c)(6) encompasses only property that is “owned, leased, or controlled by an [ILEC] as well as any [ILEC] network structure on such land.” ^{8/} There is thus no legal requirement to make collocation available in or on “off-site” premises not owned or controlled by Qwest or that house its network facilities. ^{9/} Additionally, there was consensus agreement on

^{7/} 47 C.F.R. § 51.5.

^{8/} *Advanced Services Reconsideration Order*, 15 FCC Rcd at 17828, ¶ 42. Eschelon’s reference (without support) to another RBOC providing “off-site” collocation is misplaced. Eschelon at 27. While there is a presumption that a collocation arrangement is “technically feasible” if another ILEC provides it, the other ILEC must do so at its “premises” for the presumption to apply. *See* 47 C.F.R. § 51.321(c) (“A requesting . . . carrier seeking a particular collocation arrangement . . . is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement *in any [ILEC] premises.*”) (emphasis added). Thus, for the same reason the definitions of “adjacent collocation” and “premises” preclude Eschelon from demanding “off-site adjacent collocation,” Eschelon is precluded from relying on assertions that other ILECs allegedly provide such arrangements.

^{9/} In effect, what Eschelon seeks is not really “collocation” at all, adjacent or otherwise. As noted above, “collocation,” which consists of sharing an ILEC’s premises, presupposes that the ILEC owns or controls the property in which another party seeks to place facilities. By seeking the right to place facilities “off-site,” Eschelon by definition seeks access to property not owned or controlled by

the definition of “adjacent collocation” in all of the Application states’ Section 271 workshops. ^{10/} To the extent Eschelon challenges Qwest’s satisfaction of the collocation requirements of Checklist Item 1 on grounds that Qwest does not provide “off-site” adjacent collocation, Eschelon’s claim must be rejected. ^{11/}

9. In addition to raising “off-site adjacent” collocation, Eschelon attaches exhibits to its comments that are a collection of issues based on its responses to discovery requests by the Department of Commerce in Minnesota. For the most part, these collocation issues have already been addressed in the Change Management Process (“CMP”) or my initial declaration based on consensus reached in the states’ Section 271 workshops or decisions by the applicable State Regulators. The following is a brief summary of the issues and how they have been addressed:

Issue	Resolution
Collocation Dust Contamination	Issue resolved. Addressed in CMP, Appendix O, 683 and 707.
Alternative Point of Termination (“APOT”)	Issue resolved. Addressed in CMP, Appendix O, 154, 338, 470, and 492.

Qwest. Eschelon has the ability, without involving Qwest, to obtain space on its own and locate equipment in or on property that is close to or adjacent to Qwest’s property but not owned or controlled by Qwest.

^{10/} See SGAT § 8.1.1.6.

^{11/} The remaining collocation issues that Eschelon appears to raise, by way of attaching its response to discovery requests in Minnesota, are equally insubstantial. For example, Qwest’s forecasting and space reservation policies were litigated at length and properly decided in the Multi-state process and before the state commissions. See, e.g., Bumgarner Collocation Decl. ¶ 29 and ¶ 34 n.47. In any event, issues of this nature are properly subject to resolution in the Minnesota Section 271 proceedings.

inaccuracies

Collocation Cage
Planning Fees (*i.e.*,
Quote Preparation Fees)

Issue resolved. Addressed in state cost proceedings. States' decisions included in SGAT Exhibit A. ^{12/}

Intervals for collocation orders – forecasted and unforecasted

Issues resolved. Addressed in my initial declaration based on the Section 271 workshops, the FCC's Interim Waiver Order, and the states' decisions are reflected in the SGATs § 8.4.2 – 8.4.8.

ICDF collocation with Local Interconnection Service ("LIS") trunks.

Addressed in my initial declaration. Consensus was reached in the states' Section 271 workshops regarding the definition, terms and conditions for ICDF and are reflected in the SGATs §§ 8.1.1.5; 8.2.5. ICDF is not a required form of collocation by the FCC, however, Qwest voluntarily developed this product for CLECs. The issue regarding ordering LIS trunks to an ICDF was never raised in the states' 271 workshops. Qwest has already addressed one form of this through the CMP for Facility Connected Collocation, Appendix O, 408. Based on recent inquiries, Qwest is currently revising the ICDF product and ordering procedures and will distribute the documentation through the CMP to allow for ordering LIS trunks to an ICDF collocation. The Qwest-initiated change request and PCAT documentation will be sent to CLECs through the CMP in early August 2002.

Intervals for Revised Orders

Issue resolved. Consensus was reached in the states' Section 271 workshops and is reflected in SGATs § 8.4.1.2. Also addressed in CMP, Appendix O, 221 and 591.

Space Reservation Deposition Policy

Issue resolved. Addressed in my initial declaration based on the Section 271 workshops and the states' decisions are reflected in the SGATs § 8.4.1.7

Standards for Regeneration

Issue resolved. Addressed in CMP, Appendix O, 492.

Assignment of Bankrupt CLECs' Space

Issues resolved. Addressed by a sub-committee of the CMP, Appendix O, 072, 099, 104, 117, 171, 240, 268.

^{12/} See also Reply Declaration of Jerrold L. Thompson.

CLECs' Space	301, 383, 441, 591, and 592. Documentation distributed through the CMP and included in the PCAT for cancellations, decommissioning, and transfer of responsibility. Currently working through the CMP on a Qwest-initiated change request for a product enhancement to develop a website listing of available space no longer in use that is expected to be completed by September 2002.
Reduction in Power Collocation Order Processes	Issue resolved. Addressed in CMP, Appendix O, 591 and 592.

10. Thus, Qwest has resolved, in cooperation with the CLECs through the CMP, the collocation issues for which Eschelon complains. There are no collocation issues unresolved that are required by Section 271, merely continued enhancements to products and processes in the normal course of work through the CMP.

B. Collocation Space That's No Longer In Use

11. Vanion complains in an aside to its overall claims on other checklist items that Qwest's non-recurring charges for collocation are too high in view of "ample space in its central offices that has been built out for other carriers and is no longer in use."^{13/} Vanion concedes, though, that it believed Qwest to be investigating the development of a new collocation product that will allow CLECs to use such already developed space.^{14/} In fact, Qwest completed its development of

^{13/} Vanion Comments at 3-4.

^{14/} *Id.* at 4.

processes and products for collocation space no longer in use some time ago. These processes and products were developed through a CMP subcommittee – in conjunction with several CLECs – and documentation and template contract amendments for the decommissioning, cancellation, and transfer of collocation space were agreed to by the parties. The documentation has been distributed to CLECs and is available on Qwest’s website in the PCAT.^{15/} There is currently additional work being done through the CMP on a Qwest-initiated change request for a product enhancement to develop a website listing of available space that is no longer being used. That work is expected to be completed by September 2002.

III. ISSUES RAISED REGARDING CHECKLIST ITEM 11 – NUMBER PORTABILITY / CHECKLIST ITEM 9 – NUMBERING ADMINISTRATION

12. I will respond to the issues raised by OneEighty, the only Party that commented on LNP, in the following sections.

A. Incorrect NXX Code Assignment by NeuStar in Montana

13. OneEighty raised an issue that recently occurred involving its subsidiary Avista Communications of Montana, Inc. (“Avista”). OneEighty sent a request to NeuStar, the North American Numbering Plan Administrator (“NANPA”) to change the name and responsibility for Avista’s NPA/NXX (i.e., 406-294) from Avista to OneEighty. As OneEighty acknowledges in its comments,

^{15/} See Attachment 5, Appendix O, Tab 591.

NeuStar mistakenly processed the request as a cancellation. ^{16/} NeuStar then inquired whether Qwest would be willing to act as the new LERG assignee, and Qwest volunteered to do so. ^{17/} NeuStar subsequently transferred responsibility for the NXX code to Qwest. ^{18/}

14. OneEighty's arguments regarding Qwest's alleged noncompliance with Checklist Item 11 in the Application states must fail. First, this issue involves a NXX code for Montana, a state which is not one of the states included in this Application. Second, OneEighty incorrectly raises this issue as a LNP matter under Checklist Item 11, when it clearly involves numbering administration (Checklist Item 9). Third, Qwest's performance measure results under both Checklist Items 9 and 11 from January through June 2002 are excellent and belie OneEighty's ill-founded claims. ^{19/} Finally, as OneEighty itself acknowledges, NeuStar erroneously reassigned the NPA/NXX code, not Qwest. ^{20/} Attached as Reply Exhibit MSB-1 to this Reply Declaration is a letter from NeuStar to Qwest in which NeuStar describes the incident and accepts full responsibility for

^{16/} OneEighty Comments at 3.

^{17/} See Reply Exhibit MSB-1 at 1.

^{18/} *Id.*

^{19/} Bumgarner Numbering Administration Decl. at 16, 19, 21-23; *Id.*, Bumgarner LNP Decl. at 24-29; Qwest Performance by Checklist Item, Checklist Items 9 and 11.

^{20/} OneEighty Comments at 3.

the error. Once the mistake by NeuStar was discovered, Qwest took immediate action to restore the NXX code on OneEighty's trunk groups. Thus, Qwest was not only not at fault for the erroneous NXX code assignment, but this incident did not even transpire in any of the Application states.

B. Translations Error for NXX Code Routing in Montana

15. OneEighty also describes an isolated incident that occurred in November 2000.^{21/} Once again, this incident involved a NXX code and trunk groups for Avista in Montana, which is not one of the states involved in this Application. Second, once again, this translations error had nothing to do with LNP. Qwest made the translations error during implementation of changes to selected route indexes in its Montana switches. When Qwest received the trouble report, it promptly took action and restored the service in approximately one hour. This one, very old, isolated incident in Montana does not support a conclusion that Qwest has ongoing problems with either numbering administration or LNP.

IV. CONCLUSION

16. As demonstrated herein, Qwest satisfies the collocation requirements of Section 271(c)(2)(B)(i). Qwest provides collocation under rates, terms and conditions that are just, reasonable and non-discriminatory under its SGAT and approved individual interconnection agreements with CLECs in

^{21/} OneEighty guesses that the incident occurred sometime around January 2000. OneEighty Comments at 5.

Colorado, Idaho, Iowa, Nebraska and North Dakota. Qwest has developed specific procedures to implement collocation and to assure that it consistently provides collocation in accordance with the FCC's rules and policies. In sum, Qwest's collocation processes, procedures, capabilities, and performance ensure that efficient competitors have a meaningful opportunity to compete. The relevant state regulatory agencies have determined that Qwest has met its burden with regard to Checklist Item 1 for collocation. The FCC should likewise determine that Qwest satisfies Checklist Item 1 with regard to collocation.

17. In addition, no comments were raised regarding Qwest's provision of LNP. The two numbering administration issues misattributed to LNP by OneEighty involve isolated incidents in Montana, which is not one of the states involved in this Application. One issue is even acknowledged by OneEighty as an error caused by the NANPA, not Qwest. Qwest provides numbering administration and LNP in a manner that satisfies the requirements of both the 1996 Act and FCC regulations. The State Regulators have determined that Qwest satisfies Checklist Items 9 and 11. This Commission should do the same.

18. This concludes my Reply Declaration.

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July ____, 2002

Margaret S. Bumgarner

GLOSSARY OF ACRONYMS AND SHORT FORMS

Short Form	Full Expression
FCC or Commission	Federal Communications Commission
CPUC or Colorado Commission	Colorado Public Utilities Commission
IPUC or Idaho Commission	Idaho Public Utilities Commission
IUB or Iowa Board	Iowa Utilities Board
NPSC or Nebraska Commission	Nebraska Public Service Commission
ND PSC or North Dakota Commission	North Dakota Public Service Commission
ROC	Regional Oversight Committee
TAG	Technical Advisory Group
Act	Communications Act of 1934, as amended, 47 U.S.C. § 151, <i>et seq.</i>
Telecommunication Act or 1996 Act	Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56.
LEC	local exchange carrier
ILEC	incumbent local exchange carrier
CLEC	competitive local exchange carrier
BOC	Bell Operating Company
ISP	Internet service provider
Eschelon	Eschelon Telecom, Inc.
Vanion	Vanion, Inc.
OneEighty	OneEighty Communications, Inc.
SGAT	Statement of Generally Available Terms and Conditions
PID	Performance Indicator Definition
UNE	unbundled network element
OSS	operation support systems
POI	point of interconnection
DSL	digital subscriber line
SPOT	single point of termination
LATA	local access and transport area

**BUMGARNER CHECKLIST ITEMS 1, 9 & 11 REPLY DECLARATION
GLOSSARY OF CITATIONS
WC DOCKET 02-148**

Short Form	Full Description
ROC I Application	Consolidated Application for Authority to Provide In-region InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota (F.C.C. Docket No. 02-148, June 14, 2002)
<i>Colorado Pricing Order</i>	<i>U S WEST Communications, Inc.'s Statement of Generally Available Terms and Conditions</i> , Docket No. 99A-577T, Decision No. C01-1302 (Colorado PUC, Dec. 21, 2001)
<i>Colorado Pricing Reconsideration Order</i>	<i>U S WEST Communications, Inc.'s Statement of Generally Available Terms and Conditions</i> , Docket No. 99A-577T, Decision No. C02-409 (Colorado PUC Apr. 17, 2002)
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Qwest Performance by Checklist Item	Notice, C. Killion, response to request for Qwest Colorado, Idaho, Iowa, Nebraska and North Dakota performance organized by checklist item (F.C.C. Docket No. 02-148, July 2, 2002)
AT&T Comments	Comment, AT&T Corporation Comments and Motion for Leave to File in Excess of 100 Pages (F.C.C. Docket No. 02-148, July 3, 2002)
Eschelon Comments	Comment, K. Clauson, Eschelon Telecom, Inc., (F.C.C. Docket No. 02-148, July 3, 2002)
OneEighty Comments	Comment, P. Donovan, OneEighty Communications, Inc. (F.C.C. Docket No. 02-148, July 3, 2002)
Vanion Comments	Comment, Vanion, Inc. (F.C.C. Docket No. 02-148, July 3, 2002)

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June 25, 2002

Qwest
Mr. Mike Whaley

Re: NPA-NXX 406-294

Dear Mr. Whaley:

As discussed, below is an explanation of the detail surrounding the reassignment of the above referenced code, 406-294.

In November 2001, NANPA received a request for a change to the code from the LERG assignee, 180 Communications. At that time, NANPA was actively engaged in the development of a process to address the issue of code returns with ported telephone numbers. The NPA-NXX 406-294 was inadvertently reported as a return versus a change. As such, this code was included in a report request to the NPAC for verification of ported telephone numbers. In April 2002, it was noted that we did not have valid porting information on this code, therefore a follow-up report was requested from the NPAC to verify porting. The report received by NANPA identified numbers being ported to Qwest as well as other carriers.

In the time from November 2001 to April 2002, the Federal Communications Commission (FCC) and the Industry Numbering Committee (INC) approved an interim process for NANPA CO Code Administration to follow for return of codes with ported telephone numbers. Once the process was approved, NANPA proceeded with the follow up on previously identified returns in which we had no resolution. This code was included in that follow up.

NANPA proceeded to contact the service providers with ported telephone numbers to inquire if they would be willing to be the new LERG assignee. At that time, Qwest volunteered to become the new LERG assignee. NANPA received a Part 1 from Qwest, and the effective date assigned for the change to Qwest was given an effective date of July 13, 2002.

Today, it was brought to the attention of NANPA that there was call failure occurring on this code. After further research, the aforementioned error was discovered. This code should not have been included in the attempt to find a new LERG assignee as it was not returned by the code holder, 180 Communications. The code should revert back to the original service provider, 180 Communications. Since the effective date of the change to

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Qwest is in the future, July 13, 2002, please cancel the view in the Telcordia database, BIRRDs. NANPA will be responsible for issuing an emergency notification to the industry advising of this change. Please advise when the record has been updated in the BIRRDs system.

In conducting the research, it was discovered another code was reassigned to Qwest in error, NPA-NXX 406-384. This code will need to follow the same process as the 406-294 code.

Please contact me should you have any additional questions or concerns.

Sincerely-

Cheryl Dixon
Senior Code Administrator
NANPA CO Code Administration

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

**IDAHO
THIRD REVISION**

**May 24, 2002
(July 25, 2002 Errata)**

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Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Intentionally Left Blank.

1.3 This SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Idaho, for purposes of providing local Telecommunications Services. This SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection Agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to the notice provision. The Parties shall satisfy all state Interconnection filing requirements.

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual Agreement with any requesting Carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Intentionally Left Blank.

1.7 Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Change Management Process (CMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the CMP. CLEC must first update the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

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

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that

Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.2.1 Nothing in this SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

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

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

another mutually agreed upon location.

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

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

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to

be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - CLEC INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 Intentionally Left Blank.

3.4 Intentionally Left Blank.

Section 4.0 - DEFINITIONS

"Access Service Request" or "ASR" means the industry guideline 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.

"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.

"Access Tandem Switch" is a Switch used to connect End Office Switches to interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides Qwest an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which

defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification ("ALI") data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer 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.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"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 Customer's Basic Exchange Telecommunications Service line.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. Reference Qwest Technical Publication 77342.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"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) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any switch on a prospective basis.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

"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.

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center

where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the Idaho Public Utilities Commission.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data " means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" is a Qwest provided digital transmission path between locations designated by CLEC to which CLEC is granted exclusive use. Such locations may include, but not be limited to, Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches. The path may operate at DS-1 or higher transmission speeds. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"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.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"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.

"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.

"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.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (demultiplexing). DSLAMs can connect DSL loops with some combination of CLEC ATM, Frame Relay, or IP networks. The DSLAM must be located at the end of a copper loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Section 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 1.4.

"Electronic Bonding is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access" (IntraLATA Toll) as used in Section 7 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. "Exchange Access" as used in the remainder of the SGAT shall have the meaning set forth in the Act.

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"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 Telcordia document that defines industry standards for exchange message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"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.

"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.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop Carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"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.

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this SGAT to Qwest pursuant to the notice provision of the SGAT, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(f) of the Act.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"Interim Number Portability" or "INP" is a method of number portability, such as Remote Call Forwarding ("RCF") or any other comparable and technically feasible arrangement, that allows one Party to port telephone numbers from its network to the other Party's network with as little impairment of quality, reliability and convenience to the customer as possible, but does not comply with the Local Number Portability performance criteria set forth in 47 C.F.R. Section 52.23 (a).

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Legitimately Related" terms and conditions are those rates, terms, and conditions that relate

solely to the individual Interconnection, service or element being requested by CLEC under Section 252(i) of the Act, and not those relating to other Interconnection, services or elements in the approved Interconnection Agreement. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined by the Commission.

"Local Exchange Carrier" or "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.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "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.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

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

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals

(multiplexing);

disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

aggregates a specified number of signals or channels to fewer channels (concentrating);

performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"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.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" 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.

"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 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.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring 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, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and

information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

"Network Interface Device" or "NID" is a Network Element that includes any means of interconnection of Customer Premises wiring to Qwest's Distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its local exchange service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as 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.

"Number Portability Administration Center " or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry

Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the Billing number of the calling party.

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

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

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

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

"Physical Collocation" shall have the meaning set forth in Section 8.1.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each line side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to Qwest's 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 Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"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.qwest.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" or "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.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports.

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NNX codes which have been assigned to a LEC or its provision of Telephone Exchange Service.

"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 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 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.

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

"Remote Call Forwarding" or "RCF" means the INP method that redirects calls within the telephone network. If an End User Customer changes its local service provider from one Party to the other Party, using RCF, the old service provider's switch will route the End User Customer's calls to the new service provider by translating the dialed number into another telephone number with an NXX corresponding to the new service provider's switch. The new service provider then completes the routing of the call to its new End User Customer.

"Remote Premises" means all Qwest Premises, 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.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital Loop Carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

"Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that

can be programmed to create new Advanced Intelligent Network call processing services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

"Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common channel Signaling (CCS) messages.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section

12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"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, 8XX access, and 900 access and their successors or similar Switched Access 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 User Customers 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 User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

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

"Technically Feasible" Interconnection, access to unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"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.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"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.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, e.g., pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

"Unbundled Network Element Platform" or "UNE-P" is a combination of Unbundled Network Elements as set forth in Section 9.23.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"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, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

"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.

"Work Locations" means any real estate that CLEC or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates the provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and order of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in Section 1.4 pursuant to Section 252 of the Act. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar Days after the date of invoice, or within twenty (20) calendar Days after receipt of the invoice, whichever is later (payment Due Date). If the payment Due Date is not a business day, the payment shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment Due Date. The Billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar Days following the payment Due Date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment Due Date identifying the amount, reason

and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to CLEC, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the expiration of the term

of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 The Billing Party may review the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each

accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificates upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any

act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this SGAT Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified

Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or person, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a POTS Splitter: "End User Customer" means the DSL provider's End User Customer for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license,

either express or implied, with respect to any patent, copyright, trade name trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to

third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Services" (the Authorized Phrase) in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and CLEC each recognize that nothing contained in this Agreement is

intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to CLEC in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any party exchanges including End User Customers that CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of completion of such transfer or

until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the Transferee with respect to Transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into Interconnection Agreements under § 252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to

the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. In no case shall retail marketing, sales personnel, or strategic planning have access to such Proprietary Information. The Parties shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

5.16.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information

about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to Qwest under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to

protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their

representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty-eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the Dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business

days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review, a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of Idaho. It shall be interpreted solely in accordance

with applicable federal law and the state law of Idaho.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202
Email _____
Phone _____
Fax _____

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202
Email _____
Phone _____
Fax _____

and to CLEC at the address shown below:

Email _____
Phone _____
Fax _____

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Reserved for Future Use.

5.24.1 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which

shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

5.30.1 Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

Section 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End Users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 service would be provided

on the same line if provided by Qwest to a Qwest retail End User.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User that early terminates a CSA, including payment of any early termination charges. Where CLEC seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide CLEC the same waivers of early termination liabilities as it makes to its own End Users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing End Users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and a CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement

equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End Users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End Users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

f) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;

c) Reserved for Future Use.

d) In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services; and

e) In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Reserved for Future Use.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User based on End User information provided to Qwest by CLEC. Qwest will place CLEC's End Users' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End Users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's End

User information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End Users. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Service or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When End Users switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End Users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason CLEC shall be responsible for providing any and all necessary notice to its End Users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End Users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End Users. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are

subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End Users, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End Users' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User, and Qwest will not accept changes to CLEC's End Users' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End Users.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End Users, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End

Users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its End Users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC's End Users contacting Qwest in error will be instructed to contact CLEC; and Qwest's End Users contacting CLEC in error 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, 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 seeking such information.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End Users. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User, or the End User's new local service provider orders the discontinuance of the End User's existing Qwest service in anticipation of End User moving to a new local service provider, Qwest will render its closing bill to the End User, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User. If a CLEC that currently provides resold service to an End User, or if End User's new local service provider orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date End User receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the End User.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will

be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End Users.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. A CLEC or its End Users may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at the CLEC's End User's premises, other than by connection or disconnection to any interface between Qwest and the End User's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the line-side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access Traffic. Qwest tandem to CLEC tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End Users.

7.1.1.1 Qwest will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other Party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA the CLEC has local Customers. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements: (1) a DS1 or DS3 Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) other Technically Feasible methods of Interconnection.

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility at any technically feasible POI of CLEC's determination. An entrance facility extends from the Qwest Serving Wire Center to CLEC's Switch location or POI. Qwest provided entrance facilities may not extend

beyond the area served by the Qwest Serving Wire Center. The rates for Qwest provided entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to Qwest provided entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance facilities may be used for Interconnection with Unbundled Network Elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may use remaining capability in an existing Mid-Span Meet POI to gain access to unbundled network facilities; provided that CLEC shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

7.1.2.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. CLEC is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC

7.1.2.3.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency

and wavelength necessary to implement the Interconnection.

7.1.2.4 Intentionally Left Blank.

7.1.2.5 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 EAS/Local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access Traffic is defined in Section 7.5.1. Jointly Provided Switched Access is associated with Meet-Point-Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

7.2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify;

- d) Toll free services; and
- e) ISP-bound traffic.

7.2.1.2.6 Reserved for Future Use.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from Qwest as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's Tandem Office Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Office Switch for delivery to one of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a Qwest End Office Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

7.2.2.1.4 LIS ordered to a tandem will be provided as direct trunked transport between the Serving Wire Center of CLEC's POI and the tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the

Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will route traffic destined for CLEC Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest tandem.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), as designated by CLEC.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC, or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the Billing name, Billing address and Carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section 9.6 or 9.13; (b) as defined in the Qwest FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will provide CLEC with a listing of Qwest switches fully capable of routing 64CCC traffic through the Qwest website: <http://www.qwest.com/disclosures>. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry Switch receives answer supervision from the called End User's end office indicating the called End User has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry Switch receives disconnect supervision from either the called End User's end office, indicating the called End User has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to the CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct end office vs. tandem routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if CLEC's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one of the six (6) months following receipt of deposit. The pro-rata assumes half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six (6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass

calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which that CLEC has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. The information is proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

- a) Completed Qwest LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify a CLEC six (6) months prior to LERG amendment, the anticipation of a new local tandem Switch.

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on

Qwest's web site, <http://www.qwest.com/disclosures>.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in the standard Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group within thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions

such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide to CLEC monthly reports on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Reserved for Future Use.

7.2.2.9.3 Separate trunk groups may be established based on Billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the Switch type requires separation from Operator Services trunks);
- b) 911/E911 trunks;
- c) Operator Services trunks (where the Switch type requires separation from Directory Assistance trunks)
- d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/local), Information Services Access, Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) and Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access Traffic. Directory Assistance, 911/E911, operator busy line interrupt and

verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 CLEC may interconnect at either the Qwest local Tandem Switch or the Qwest Access Tandem Switch for the delivery of local exchange traffic. When CLEC is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 CCS) between CLEC's Switch and those Qwest End Offices subtending a Qwest local Tandem Switch, CLEC will order a direct trunk group to the Qwest local Tandem Switch.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two (2) paths to a Qwest end office (one (1) route via a tandem and one (1) direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the tandem. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For

remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for trunk-side access.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way EF rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. Traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.1.2.2 Intentionally Left Blank.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's tandem or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are

Tandem Switching and Tandem Transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. ISP-bound traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC end office.

7.3.4.1.2 For purposes of call termination, the CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.

7.3.4.1.3 Reserved for Future Use.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the tandem and terminating end office.

7.3.4.2.3 When a Party terminates traffic to a remote Switch, tandem transmission rates will be applied for the V & H mileage between the host Switch and the remote Switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives a unqueried call from CLEC to a number that has been ported to another Qwest Central Office within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating carrier of unqueried calls for purposes of identification of the carrier to billed LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Intentionally Left Blank.

7.3.4.4 CLEC may choose one (1) of the following two (2) options for the exchange of traffic subject to §251(b)(5) of the Act ("§251(b)(5) Traffic") (See Exhibit J):

7.3.4.4.1 The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established for ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

7.3.4.4.2 Compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensate one another at the appropriate rates and in a prompt manner (See §7.3.6).

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Reserved for Future Use.

7.3.6 ISP-bound Traffic

7.3.6.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. While the subsections of this Section 7.3.6 reference dates that precede the Effective Date, the Parties agree that the terms of such subsections apply on a prospective basis, commencing with the Effective Date. If the Parties were exchanging traffic prior to the Effective Date, then for such period prior to the Effective Date, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the Interconnection agreement (i) that was in effect between the Parties when such order was adopted, and (ii) pursuant to which the Parties were exchanging such traffic.

7.3.6.2 The following usage-based compensation applies if Qwest and CLEC were exchanging traffic pursuant to an Interconnection agreement as of the FCC's adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-bound traffic -- The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.

7.3.6.2.2 Growth Ceilings for ISP-bound Traffic -- Intercarrier compensation for ISP-bound traffic will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

7.3.6.2.2.1 For 2001, a Party will pay for ISP-bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which it was responsible for payment during first quarter 2001, plus a ten percent (10%) growth factor.

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, a Party will pay for ISP-bound minutes up to the ceiling equal to the minutes for which it was responsible for payment in 2001, plus another ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- ISP-bound traffic exchanged between Qwest and CLEC will be billed in accordance a state Commission-ordered compensation rate, or as follows, whichever rate is lowest:

7.3.6.2.3.1 Reserved for Future Use.

7.3.6.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

7.3.6.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

7.3.6.2.3.4 Intentionally Left Blank.

7.3.6.3 In the event CLEC and Qwest were not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001, CLEC and Qwest will exchange ISP-bound traffic on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes CLEC expansion into a market it previously had not served.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Exchange Service and Information Service Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3 Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If CLEC fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to CLEC without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. Qwest will provide to CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed five

percent (5%) of the total traffic delivered.

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Switched Transport); 3) the number of Ports to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DSO channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the

performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar days after the service date, the provider has the following options:

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Reserved for Future Use.
- c) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected, will be the 31st calendar day beyond the service date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing the CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under

§222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the WSP. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements (ICS) revenues will be settled through the Calling Card and Third Number Settlement System (CATS). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free

Service provider, thus permitting the service provider to bill its End Users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's Premises. CLEC does not have physical access to its virtually collocated equipment in the Qwest Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the

two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with Qwest utilize a Shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements and ancillary services. Under ICDF Collocation, a CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, federal, state, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent

to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of access and Cross Connection is not Collocation.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Local Exchange Service.

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided Cross Connection device.

8.2.1.4 Demarcation points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). 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;
- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a Cage (for Caged Physical Collocation) required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to

a requesting CLEC within ten (10) calendar days of CLEC's request, a report for each requested Premises, that includes:

- a) available Collocation space in a particular Qwest Premises;
- b) number of collocators;
- c) any modifications in the use of the space since the last report;
- d) measures that Qwest is taking to make additional space available for Collocation;
- e) whether sufficient power is available to meet the specific CLEC request;
- f) number of CLECs in queue at the Premises , if any;
- g) whether the Wire Center is equipped with DS3 capability; and
- h) the number and description of Qwest and its Affiliates and CLEC reservations of space.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis. Rates and justification for the charge deferred to Cost Docket.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the Customer addresses served by each Remote Premises are available to CLECs through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.qwest.com/iconn>.) If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for

CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations. See 8.2.1.9.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (www.qwest.com/wholesale/notification/collo/spaceavail.html) indicating all Premises that are full, and will update this document within ten (10) calendar days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study

Process:

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) day period, all Wire Centers that are full, whether or not there has been a CLEC requested Space Availability Report.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest account manager. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's

reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying a CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest account manager. Qwest shall provide CLEC a quotation for the costs of removing CLEC's collocated equipment and associated cabling and structure, which will

be paid by CLEC within thirty (30) days of the removal of the equipment by Qwest. CLEC will not be charged for the removal of equipment or cabling that is owned and removed by CLEC in their Physical Collocation space.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own Dedicated ICDF, the CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service

design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

8.2.1.23.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest End Users. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing Cross Connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest Cross Connection frame, CLEC may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking, and also outside CLEC's physical space, CLEC may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. Qwest approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of

CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the Qwest Premises. However, CLEC will have physical access to the Demarcation Point in the Qwest Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Reserved for Future Use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, Maintenance and Repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not

interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLECs equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLECs equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocation space. Upon CLEC's request, this service shall be available per standard Qwest business service Provisioning

processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements; and 4) microwave entrance facilities. Other entrance facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists

of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility -- Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one conduit with 2 unused innerducts (one for emergency restoral and one for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services between Qwest's Premises and CLEC's Collocation space in a Qwest Wire Center.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access CLEC transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or if requested, Qwest will perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar days after receipt by Qwest of the CLEC's Microwave Entrance Facility Application, unless the CLEC requests a later date. If CLEC performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to CLEC within thirty (30) calendar days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation Application. If CLEC does not submit a Collocation

Application for the Premises within thirty (30) days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation Application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the CLEC facilities. If Qwest's assistance is required in order for a CLEC to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the antenna equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to the CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and CLECs, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event the CLEC fails to remove its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining Unbundled Network Elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements and ancillary services ordered by CLEC. CLEC may combine one (1) UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each Unbundled Network Element and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Reserved for Future Use.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) calendar days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Collocation:

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and

relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. Charged on a per ampere basis.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B." Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF).

- b) Existing DSX Panels for DS-1 and DS-3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross-connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code

(e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one (1) block for every two outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office

Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated

equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by CLEC-provided equipment bay, including property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating Party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the nonrecurring and recurring charges associated with the Unbundled Network Elements or ancillary services ordered by CLEC, the cost of extending the Unbundled Network Elements or ancillary services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude a CLEC from submitting an order for Collocation prior to CLEC's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another Interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. The CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Application is made, the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank.
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);

- h) Type and Quantity of Terminations (optional);
- i) Month or Quarter, during or which, CLEC expects to submit its Collocation Application; and
- j) Intentionally Left Blank.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be confidential information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., Cross Connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Application, how this equipment is necessary for access to UNEs or Interconnection. High level equipment interface or connectivity schematic for equipment that is not on the approved equipment list or has not been used by CLEC for a similar purpose before, must also accompany this Application. CLEC using approved equipment found at www.qwest.com/wholesale/pcat/collocation/html need not comply with this provision);
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) If desired, an alternate form of Collocation if first choice is not available; and
- j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the

Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days after receipt of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Request for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) calendar days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation

Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

- a) Cancellation notification within ninety (90) calendar days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.
- b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.
- c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to CLEC.
- d) Cancellation notification after two hundred and seventy (270) calendar days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year;
- b) Circuit switching equipment – three (3) years;
- c) Power plants – five (5) years.

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center, CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may Option one Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) calendar days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will Option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, CLEC must:

- a) Submit a Collocation Application during the Option time frame; or
- b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar days prior to the expiration of the term of the existing Option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting Party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the

requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest requires the use of the contiguous space for itself, its Affiliates or CLECs. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

- a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.
- b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Application.

8.4.1.9 The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), and ICDF Collocation (Section 8.4.4) apply to a maximum of five (5) Collocation Applications per CLEC per week per state. If six (6) or more Collocation orders are submitted by CLEC in a one-week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five (5) Applications from CLEC per week per state, depending on the volume of Applications pending from other CLECs.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days of receipt of a complete Application.

8.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.2.2 Quotation -- If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four factors -- 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar days of the receipt of the complete Collocation Application; and 4) whether the Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance -- If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. If

CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required

include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval. Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

8.4.3.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation entrance facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4

or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar days of receipt of the quotation; and, 3) whether the Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, a new Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete

Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application. The ICDF Collocation Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval -- The interval for ICDF Collocation shall vary depending upon two (2) factors -- 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) calendar days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the

extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC’s forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC’s request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest’s property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest, in accordance with CLEC's Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application

8.4.7.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC

Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

8.4.8.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with

its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS-0 level where no new cable racking is required within thirty (30) calendar days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e. all ordering information). The monthly Billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the Maintenance and Repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Reserved for Future Use.

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), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. 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 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 Carriers requesting access to that element; 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). 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 are 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.

9.1.2.1.1 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.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and remote

terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer Premises.

9.1.2.1.3 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:

9.1.2.1.3.1 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.

9.1.2.1.3.2 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.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds \$100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Reserved for Future Use.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP 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 Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect 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 provide CLEC with all of the 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 CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. 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 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. 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 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. 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 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. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B." Channel Regeneration Charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring 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 cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.2 Unbundled Loops

9.2.1 Description

The Local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User 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, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line

conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End Users. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End Users. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate

access in a manner reasonably related to the need to protect confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.

9.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop. Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at accessible terminals including DSXs, FDPs or equivalent in the Central Office, Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 2/4 wire non-loaded or ADSL compatible Unbundled Loop for a Customer served by a digital Loop carrier system Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if

conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this SGAT, CLEC shall be entitled to a credit of one-half of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this SGAT requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

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

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

9.2.2.6.1 DS-1 capable Loops provide a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User location. DS-1 capable Loops transport bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. DS-1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User location. DS3 capable Loops transport bi-directional DS3 signals with

a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools or if the Loop qualification tools return unclear or incomplete information, then CLEC may request that Qwest perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC, via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, terminals, Bridged Tap, and load coils; Loop length, and wire gauge. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate the fields in the Loop qualification tools.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

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

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

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User service, the Basic Installation with Performance Testing option requires a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any

Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop and exchange demarcation information.

9.2.2.9.5.2 For new End User service, Basic Installation with Cooperative Testing may require a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to

Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS-1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS-3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

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

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental

order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL), in Section 9.23.3.9 of this Agreement. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an End User (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User to contact CLEC, and Qwest will initiate contact with CLEC.

(a) Reserved for Future Use.

(b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an End User from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

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

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

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop, OCn Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

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

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12 may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the End User, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not

available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the application date will correspond to date the new version is received by Qwest.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

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

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

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

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User's side of the Loop Demarcation Point. If the trouble is on the End User's side of the Loop

Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLECs behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4. Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS-1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be

involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a state commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking

services under this SGAT.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 A Subloop is defined as any portion of the Loop that it is Technically Feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, main distribution frame, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). This section does not address Dark Fiber Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any Collocation or other Provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) DS1 Capable Unbundled Feeder Loop
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the building terminal.

9.3.1.3.2.1 Reserved for Future Use.

9.3.1.3.2.2 Reserved for Future Use.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross-connect field to support Subloop unbundling constitutes a "Cross-Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross-Connect Collocation are found within section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the Terms of Section 8 and does not constitute a Cross-Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest

accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intra-building Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (*i.e.*, "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this Unbundled Element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intra-building Cable Loop: a Qwest provided facility from the

building terminal inside a MTE to the Demarcation Point at the End User Customer Premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one person or entity, on which there are multiple buildings.

9.3.2.2 Feeder Loops

9.3.2.2.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) calendar days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended

interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accord with Section 9.3.5.4.1.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) calendar days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. In such instances, CLEC shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required. If CLEC requests that a new SPOI be established, then CLEC shall pay Qwest a nonrecurring charge that shall be ICB, based on the scope of the work required. If the MTE terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross-connect field and Demarcation Point. Charges for such rearrangement shall be recovered through recurring termination charges.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross-Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via email, of its intention to provide access to Customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a

previous determination of on-premises wiring ownership at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the Customer side of the terminal, the preceding ten (10) day period shall be reduced to five (5) calendar days from Qwest's receipt of such claim.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC ordered Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Reserved for Future Use.

9.3.5.4.5.2.1 Reserved for Future Use.

9.3.5.4.5.2.2 Reserved for Future Use.

9.3.5.4.5.2.3 Reserved for Future Use.

9.3.5.4.5.2.4 Reserved for Future Use.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross-Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If Qwest denies a request for Cross-Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) calendar days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly

identified the space limitations, Qwest will honor the original Cross-Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the Cross-Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) calendar days of the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 Cross-Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the Cross-Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - CLEC will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Nonrecurring Jumper Charge – If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing End User's analog voice-grade (POTS) service on a single copper Loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element (HUNE). A POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User by Qwest. This section does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCn. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology. Qwest will allow CLECs to line share in that manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, CLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User as provided for in this Section, and the End User must have dial tone originating from a Qwest Switch in that Wire Center. CLEC must provide the End User with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Reserved for Future Use.

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing Deployment under applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the End User disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess Bridged Taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess Bridged Taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the End User's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, CLEC can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS Splitters installed in Qwest Wire Centers. POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

9.4.2.1.7 Reserved for Future Use.

9.4.2.2 CLEC Collocation Area Splitter

9.4.2.2.1 If CLEC elects to have POTS Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the POTS Splitters or have Qwest purchase

the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) TIE Cables will be needed to connect POTS Splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a TIE Cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLECs cost, to the extent feasible, Qwest

shall consolidate CLECs requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.5 The Demarcation Points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLECs Collocation

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS Splitters. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS Splitters, but CLEC will lease the POTS Splitters to Qwest at no cost. Qwest may co-mingle the POTS Splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two (2) ITPs and four (4) TIE Cables will be needed to connect the POTS Splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter. The voice and data traffic will be separated at the POTS Splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS Splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the POTS Splitter on its way to CLEC's collocated equipment.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of POTS Splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Collocation.

9.4.3.2 CLEC may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

9.4.3.3.1 Intentionally Left Blank.

9.4.3.3.2 Intentionally Left Blank.

9.4.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

9.4.3.3.4 Intentionally Left Blank.

9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, POTS Splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop

9.4.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.4.2 Nonrecurring Rates for the Shared Loop

9.4.4.2.1 Basic Installation Charge for Shared Loop – A nonrecurring charge for each Shared Loop installed will apply.

9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess Bridged Taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the End User, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.4.4.3 Nonrecurring Rates for Tie Cable Reclassification

9.4.4.3.1 Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame re-stenciling, and any other work performed between CLEC's Collocation and the intermediate distribution frame required to provision Line Sharing.

9.4.4.4 Nonrecurring Rates for Maintenance and Repair

9.4.4.4.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

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

9.4.4.5 Rates for Common Area Splitter Collocation

9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the IDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

9.4.4.5.2 POTS Splitter Charge – A nonrecurring charge will apply for the cost of each POTS Splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS Splitter, plus any associated costs incurred by Qwest to order the POTS Splitter.

9.4.4.5.3 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing POTS Splitters in the Central Office, either in a bay, on the IDF, or on the MDF/COSMIC™.

9.4.4.6 POTS Splitter TIE Cable Connections Charge – A nonrecurring charge will apply for the cost of each TIE Cable connected to the POTS Splitters. This charge will cover both the TIE cables and associated blocks per one hundred (100) pair between the POTS Splitter and the intermediate distribution frame or Splitter bay.

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are

set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop

9.4.5.1.1 As a part of the pre-order process, CLEC can access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing. CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.

9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS Splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to POTS Splitters. Qwest will administer all cross-connects/jumpers on the COSMIC™/MDF and ICDF.

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

9.4.5.1.4 Qwest will provision the Shared Loop within the standard unbundled Loop Provisioning interval as defined in Exhibit C.

9.4.5.1.5 CLEC shall not place initial orders for Shared Loops until all infrastructure work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a Wire Center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

9.4.5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customer in accordance with the Proof of Authorization Section.

9.4.5.2 Common Area Splitter Collocation

9.4.5.2.1 This Section only applies to situations where CLEC orders placement of the Splitter in a common area.

9.4.5.2.2 New POTS Splitter shelves may be ordered via a single Collocation application form and quote preparation fee. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New POTS Splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. Standard Cageless and/or Common Collocation intervals as contained in Exhibit C will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent CLEC has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at End User premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at End User premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its End Users. CLEC will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.4.6.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.qwest.com/wholesale/>. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.6.3.1 If an End User complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the End User to solve the problem to the satisfaction of the End User. Qwest will not disconnect the data service provided to an End User over a Shared Loop without the written permission of CLEC unless the End User's voice service is so degraded that the End User cannot originate or receive voice grade calls and/or the End User authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and CLEC are responsible for their respective End User base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective End Users.

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

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

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

9.4.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.

9.4.6.6 Qwest and CLEC will work together to address End User initiated repair requests and to prevent adverse impacts to the End User.

9.4.7 Other

9.4.7.1 Reserved for Future Use.

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of Interconnection of on-premises wiring and Qwest's distribution plant, such as a cross-connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a

Subloop connected to that NID, it may do so only pursuant to Section 9.3. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Terms and Conditions

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

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

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross-connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not

used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use.

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID per the process identified in 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the dispute resolution provisions of this Agreement. No additional

verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

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 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. 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.

9.6.1.3 In conjunction with a UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver 3 DS3s or 84 DS1s; at OC12 a payload of 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of 4 OC12s or 16 OC3s or 48 DS3s.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, 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 itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between 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, 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 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. Channel regeneration charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or; (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.

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.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to 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. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow termination of an UDIT on the electronics to permit UDIT to have the full features and functionalities of the electronics.

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 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) DS1 EUDIT Nonrecurring 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 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Nonrecurring 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 Nonrecurring 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 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Nonrecurring 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 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.
- e) OC-12 EUDIT Facility Nonrecurring 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 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.
- e) OC-48 EUDIT Facility Nonrecurring 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 rates are contained in Exhibit A of this Agreement, and include the following:

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

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

- a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.
- c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization Provisioning.

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

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Agreement and include the following charges:

- a) Recurring Remote Node Charge. The Remote Node at OC3, OC12 or OC48.
- b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC3, OC12.
- c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

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

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 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. 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).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an End User Customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the affiliate has gained rights of access) shall not be applied to restrict CLEC access.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with section 9.1.2. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF subject to the following conditions:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;

9.7.2.2.2.4 Space exists for CLEC splice case;

9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;

9.7.2.2.2.6 CLEC shall not have access to Qwest's splice case;

9.7.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;

9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;

9.7.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC;

9.7.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;

9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and

9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E -UDF is defined as providing a minimum of OC -3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to

Qwest.

9.7.2.9 CLEC shall not use UDF that is part of a Loop-transport combination, as a substitute for special or Switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its End Users over the UDF as set forth by the FCC (See 9.23.3.7.2).

9.7.2.10 Upon thirty (30) calendar days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E-UDF unless Loop and transport combinations are ordered. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Central Offices within a UDF or at Central Offices where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Central Offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the End User premises. All negotiations with the premises end user and or premises owner are solely the responsibility of CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing End User premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the

date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: Qwest and CLEC shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC must provide light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or End User Customer premises.

9.7.2.17.3 E-UDF: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

9.7.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow CLEC's to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPS or equivalent in the Central Office, Customer premises or at Qwest owned outside plant location (e.g. CEV, RT or hut).

9.7.2.20 Qwest shall allow CLEC to access Dark Fiber 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 Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an End User premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

9.7.3.1.1 CLEC must submit a UDF inquiry through its account team. CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b), Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Reserved for Future Use.

9.7.3.3.3 Termination at Qwest Wire Center, End User premises or CLEC Wire Center: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an End User premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 9.7.3.1 of this

Agreement and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in sections 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 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

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest Customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an End User premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and Customer premises (i.e., IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification

charge assessed in the context of the reservation.

- c) Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

- b) UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the Customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

- b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the Customer premises or an appropriate outside plant structure.

- c) UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place

prior to CLEC's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

- a) E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair.
- b) E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center.
- c) E-UDF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for E-UDF.

9.8 Shared Interoffice Transport

9.8.1 Description

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

9.8.2 Terms and Conditions

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

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

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

- a) Provide Shared Transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.
- b) Provide Shared Transport transmission facilities between End Office Switches, between end office and tandem switches, and between tandem switches in its network.
- c) Permit CLEC that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's Switch.

- d) Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, Customers to whom 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 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 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 DS-1 Port;
- 9.9.3.1.2 DS-3 Port;
- 9.9.3.1.3 Dial Up Access; and
- 9.9.3.1.4 Attendant Access.

9.9.3.2 Nonrecurring rate elements include:

- 9.9.3.2.1 DS-1 Port;
- 9.9.3.2.2 DS-3 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 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 Access to local tandem switching includes the facilities connecting the trunk distribution frames to the Switch and all the 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 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, 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 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 nonrecurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a nonrecurring 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 – UDIT Section of this Agreement.

9.10.5 Maintenance and Repair

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

9.11 Local Switching

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

9.11.1 Description

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

9.11.1.1.1 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 CLEC. 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 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 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 and include but are not limited to:

9.11.1.6.1 Telephone number

9.11.1.6.2 Directory Listing

9.11.1.6.3 Dial Tone

9.11.1.6.4 Signaling (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);

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and

9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line Port is a two wire interface on the line-side of the End Office Switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side Port to provide the connection from the MDF to the Demarcation Point. The analog line Port enables CLEC to access vertical features.

9.11.1.8 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. 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 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 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 Equipment (CPE) and a PRI ISDN- equipped Qwest Central Office.

9.11.1.11.1.3 The PRI Central Office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 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 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 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. CLEC may request features that are not activated and/or not loaded in a Qwest 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 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 and the MDF. The connection from the MDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side Port includes the connection between the End Office Switch and the TMDF. The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for line-side and trunk-side ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLECs End User Customers to be served with 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). 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 Name
NONE		

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, CLEC will determine whether End User Customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for unbundled local switching at UNE rates. If the End User Customer is served by four access lines or more, CLEC will not submit an order to Qwest for unbundled local switching at UNE rates.

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

9.11.2.5.3 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 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 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 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 elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one (1) 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 nonrecurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of unbundled local switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are

located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

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

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

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

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

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated Vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (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 PCAT.

9.11.4.3 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 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 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 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 Local Usage

Qwest shall record and provide to CLEC local/EAS usage data 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 traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

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

9.12.3 Rate Elements

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

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

9.12.4 Ordering Process

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the 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 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 addressed in Sections 9.14 – 9.17. Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its Switches and Qwest's Switches, and between CLEC's Switches and those third party networks with which Qwest's signaling network is connected. Qwest will offer unbundled access to its signaling network to CLECs that request signaling as an Unbundled Network Element or as part of a UNE combination. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in Section 7 of this Agreement. CLEC may access Qwest's signaling network from a CLEC Switch via unbundled signaling and unbundled signaling transport elements between 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. The Common Channel Signaling used by the 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 Telcordia 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 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 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 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 CLEC Switch for AIN message transmission to assure quality performance as described in 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. 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 (10) business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

c) Within fifteen (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 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 (10) days. Qwest will also establish translations at the STP to allow query access from CLEC Switch within ten (10) 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.

9.15 Interconnection to Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) Storage

9.15.1.1 Description -- LIDB Storage

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, Billing or service restrictions and the sub-account information to be included on the call's Billing record.

9.15.1.1.2 Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia's TR-NWP-000029, Section 10).

9.15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

9.15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time nonrecurring fee may be charged for the initial load of CLEC's data into LIDB.

9.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will

be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

9.15.2 Line Validation Administration System (LVAS) Access

9.15.2.1 Description -- LVAS Access

9.15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle that audits stored information and assures accurate responses.

9.15.2.1.2 LVAS access is available only to facility-based CLECs.

9.15.2.2 Terms and Conditions -- LVAS Access

9.15.2.2.1 CLEC will provide Qwest with the following information:

- a) The LIDB service requested (i.e., calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);
- b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- c) The NPA NXX and signaling point codes for the operator or End Office Switches from which queries are launched;
- d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;
- e) The identity of CLEC's operator services provider for ABS queries;
- f) Intentionally Left Blank; and
- g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

9.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.

9.15.2.2.3 Within one (1) business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.

9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.

9.15.2.2.5 Reserved for Future Use.

9.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

9.15.2.3 Rate Elements -- LVAS Access

9.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest for all charges Qwest incurs relating to the input of CLEC's End User line record information, including the formatting of data so that it may be loaded into LVAS.

9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's End Users. Qwest will charge CLEC for each addition or update processed.

9.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten (10) digit line number using an inquiry of its End User data.

9.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

9.15.2.4 Expedited Request Charge for Manual Updates

CLEC may request an expedited manual update to the LIDB database that requires immediate action (i.e., deny PIN number). Qwest shall assess CLEC an expedited request charge for each manual update.

9.15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

9.15.2.6 Billing - Line Validation Administration System (LVAS) Access.

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

9.15.3 LIDB Query Service

9.15.3.1 Description - LIDB Query Service

9.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

9.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

9.15.3.2 Terms and Conditions - LIDB Query Service

9.15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

9.15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with section 9.15.1 (LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing CLEC's End Users the same benefits of said agreements as enjoyed by Qwest End Users. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect. Qwest shall exercise reasonable efforts to provide accurate and complete LIDB information in Qwest's LIDB.

9.15.3.3 Rate Elements - LIDB Query Service

9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.

9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

9.15.3.4 Ordering - LIDB Inquiry Service

9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

9.15.3.4.3 In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of CLEC must furnish Qwest a Proof of Authorization to prove that they have CLEC authorization to provide these services. This letter must be on file prior to Provisioning.

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC End User lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC End User lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own End Users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available twenty-four (24) hours a day, seven (7) days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

9.16 8XX Database Query Service

9.16.1 8XX Database Query Service is an originating service which provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

9.16.2 8XX Optional Features

9.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single Carrier, multiple Carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

- a) Routing by originating NPA-NXX-XXXX;
- b) Time of day;

- c) Day of week;
- d) Specified date; and
- e) Allocation by percentage.

9.16.3 Rate Elements

9.16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement.

9.16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's Switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an Interexchange Carrier, the call shall be handled as jointly provided switched access. If CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access Tariff.

9.16.3.3 Nonrecurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 section of Exhibit A.

9.16.4 Ordering Process

9.16.4.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

9.16.4.2 The information and time intervals to order STP (links and ports) are contained in the Common Channel Signaling Capability/SS7 Section of this Agreement. STP links and ports are required with 8XX Database Query Service.

9.16.4.3 8XX Database Query Service shall be provided within thirty (30) days after CLEC has access to the Qwest local STP.

9.16.5 Technical Requirements

9.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated Switch.

9.16.5.2 The Toll Free Number Database shall return Carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest Switch.

9.16.6 Interface Requirements

The signaling interface between CLEC's or other local Switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

9.16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

9.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

9.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

9.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

9.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

9.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

9.16.7.6 WGR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's End Users.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

9.17.2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database End User information if the calling party's End User information is stored in the Qwest ICNAM database. As a result, the called party End User can identify the calling party listed name prior to receiving the call, except in those cases where the calling party End User has its ICNAM information blocked.

9.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information that identifies the calling party End User.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via Links, which are described and priced in the CCSAC/SS7 Section of this Agreement.

9.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

- a) Telcordia-SS7 Specification, TR-NPL-000246;
- b) ANSI-SS7 Specifications;
- c) Message Transfer Part T1.111;
- d) Signaling Connection Control Part T1.112;
- e) Transaction Capabilities Application Part T1.114;
- f) Telcordia-CLASS Calling Name Delivery;
- g) Generic Requirements, TR-NWT-001188; and
- h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.

9.17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States Telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

9.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

9.17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the

same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

9.17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's End User). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

9.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will prohibit its End Users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its End User after CLEC initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service.

9.17.3 Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Agreement.

9.17.4 Billing

9.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.

9.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

9.17.5 Ordering Process

9.17.5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services. Section 9.13 contains information on ordering SS7 and STP links and ports.

9.17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin thirty (30) days after Qwest has received from CLEC its database information.

9.17.5.3 If CLEC has no existing end user base, then ICNAM service will begin seven (7) days after Qwest receives the CLEC order.

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 that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When CLEC orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. 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.

9.20 Unbundled Packet Switching

Qwest shall provide CLEC with unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.

9.20.1 Description

9.20.1.1 Unbundled Packet Switching provides the functionality of delivering and routing packet data units via a virtual channel to a CLEC Demarcation Point. Unbundled Packet Switching includes use of a distribution Loop and virtual transport facilities as well as the DSLAM functionality with the routing and addressing functions of the Packet Switch necessary to generate the virtual channel.

9.20.2 Terms and Conditions

9.20.2.1 CLEC may obtain unbundled Packet Switching only when all four (4) of the following conditions are satisfied in a specific geographic area:

9.20.2.1.1 Qwest has deployed digital Loop carrier systems, including but not limited to, integrated digital Loop carrier or universal digital Loop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.

9.20.2.1.2 There are no spare copper Loops available capable of supporting the xDSL services the requesting Carrier seeks to offer, or capable of permitting CLEC to provide the same level of quality advanced services to its End User Customer as Qwest.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same Remote Qwest Premises or collocating a CLEC's DSLAM at the same Qwest Premises will not be capable of supporting xDSL services at Parity with the services that can be offered through Qwest's Unbundled Packet Switching.

9.20.2.1.4 Qwest has deployed Packet Switching capability for its own use.

9.20.2.2 A Demarcation Point must be established to the Qwest Packet Switch serving the DSLAM of the End User Customer to which CLEC is providing data services.

9.20.2.3 Qwest will provide CLEC with virtual channels at a physical network Demarcation Point such as a DSX-1 or DSX-3 in the Central Office in which the Packet Switch is located.

9.20.2.4 The ATM virtual channels provided to CLEC shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 CLEC must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide CLEC with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision CLEC specified options as available for each virtual channel in its OSS.

9.20.2.7 Qwest shall provide CLEC with Packet Network Management capacity through its service order activities. CLEC shall have access to Qwest's Packet Network Management Systems if, and only if, such Packet Network Management System capacity can be partitioned and made available to CLEC.

9.20.2.8 CLEC shall provide the Customer premises modem. Customer Premises Equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.2.9 Upon request, Qwest will provide CLEC with the location of Qwest remotely deployed DSLAMs by Central Office. Upon request, Qwest will also disclose the location of DSLAMs that Qwest is in the process of remotely deploying. CLEC can place a request for remotely deployed DSLAM location information at any time, and is not required to meet any of the conditions listed in 9.20.2.1 prior to making such a request.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.

9.20.3.1.1 DSLAM - Both a nonrecurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

9.20.3.1.2 Virtual Transport – This includes virtual Loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the Wire Center serving the End User Customer to the Wire Center containing the Packet Switch. Both a nonrecurring rate and a recurring rate shall apply. If CLEC provisions its own transport, then this rate element shall not apply.

9.20.3.2 Unbundled Packet Switch Loop Capability – This element includes Loop

facilities between the remote DSLAM and the End User Customer premises and will vary depending on the type of Loop elements, which may be either a Dedicated Loop or Shared Loop. If CLEC provisions its own transport from the End User Customer to the DSLAM, this rate element shall not apply.

9.20.3.3 Unbundled Packet Switch Interface Port - CLEC obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This Port may be a DS1 or DS3 Port on a Packet Switch allowing virtual channels to be connected and transmitted to CLEC network.

9.20.3.4 The rates for each of the aforementioned Packet Switching rate elements are set forth in Exhibit A. To the extent the Packet Switching rates are interim, the rates will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the rates in Exhibit A will be modified to reflect any interim rates established by the Commission. No true-up of rates will occur until permanent rates are established, unless mutually agreed to by CLEC and Qwest or otherwise order by the Commission.

9.20.4 Ordering Process

9.20.4.1 Prior to Qwest completing an order for unbundled Packet Switching CLEC must have provided Qwest a Collocation application, Collocation space availability report pursuant to Section 8.2.1.9, or a Collocation forecast to place a DSLAM in a Qwest Remote Premises containing a Qwest DSLAM and been denied such access.

9.20.4.1.1 Upon CLEC request, Qwest will disclose the location of all DSLAM's Qwest has deployed in Remote Premises throughout the state.

9.20.4.1.2 To the extent that CLEC submits an order for Unbundled Packet Switching before the Collocation Application, Collocation space availability report pursuant to Section 8.2.1.9, or Collocation Forecast is denied, Qwest shall respond to the Collocation request and Unbundled Packet Switching order in parallel.

9.20.4.2 Prior to placing an order for Unbundled Packet Switch Customer Channel, CLEC must have established or be in the process of establishing continuity between CLEC network and an Unbundled Packet Switch Interface Port.

9.20.4.3 To order unbundled Packet Switching, CLEC will place two (2) orders via an LSR, which orders will be provisioned according to the intervals set forth in Exhibit C once the continuity as set forth in the preceding section is established.

9.20.4.3.1 Network Interface Order to establish connectivity between CLEC network and Qwest Unbundled Packet Switch Interface Port: CLEC must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.

9.20.4.3.2 Customer channel order to establish linkage between End User Customer equipment and Qwest's packet network: CLEC must specify remote DSLAM address, End User Customer address, quality of service requested, and

bit-rate requested.

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12.

9.21 UNE-P Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

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

9.21.3 Rate Elements

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

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Nonrecurring Rates for the UNE-P Line Splitting

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

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

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

9.21.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

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

Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

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

9.21.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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

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

9.21.4.1.5 If a Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of record shall submit the appropriate LSR's associated with establishing UNE-P and Line Splitting.

9.21.5 Billing

9.21.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring

Line Splitting rate elements.

9.21.6 Repair and Maintenance

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

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

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

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

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

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

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

network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record

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

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

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

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.21.7.3 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

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 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) accessed by CLEC except as specified in 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, or the Bona Fide Request process, 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 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 Services. Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a Loop as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered 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 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

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 this Agreement, provided that all UNEs making up the UNE Combination are contained this 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 New Customer 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 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 itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "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. 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": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) 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": Digital Switched Service (DSS) is 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": 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, 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.

- 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) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. 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 for CLEC's 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 meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, 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 Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

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

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange

Service in accordance with its certification.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest 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 sixty (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.

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 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) 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 private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 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 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 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.

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.qwest.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 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR 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 LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring 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 nonrecurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring and nonrecurring charges set forth in Exhibit A 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 or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 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 nonrecurring charges apply.

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

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 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 or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Agreement. Qwest DSL service provided to internet service providers and not provided directly to Qwest or CLEC's End Users is not available with UNE-P combinations.

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. Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder. Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination 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 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 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, 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 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, 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 seeking such information.

9.23.3.18 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 are contained in Exhibit A for both recurring and nonrecurring 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 contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring 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 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 Customers 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 Customers.

9.23.4.5 If an End User Customer is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

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

9.23.5 Ordering Process

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

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

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

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

9.23.5.1.5 Step 3: Allow two to three (2-3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.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 analogues, 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, 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, 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 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services 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 Customers 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.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its SGAT to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess

Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting.

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Nonrecurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Nonrecurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this

Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

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

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSR's associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of record, 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.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

Section 10.0 - Ancillary Services

10.1 Interim Number Portability

10.1.1 Description

10.1.1.1 Interim Number Portability (INP) service is an arrangement that allows an End User Customer to retain its dialed telephone number when switching to another service provider. INP service can be provided by Qwest to CLEC or by CLEC to Qwest. For the purposes of this section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor."

10.1.1.2 INP applies to those situations where an end user elects to transfer to a new service provider and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

10.1.1.3 INP is available as INP-Remote Call Forwarding (INP-RCF), Direct Inward Dialing (DID), and Directory Number Route Index (DNRI) and NXX Migration. DNRI is available as either direct to an end office or through a tandem, also referred to as DNRI Tandem (RIPH) or portability hub. NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used solely for one End User.

10.1.1.4 Remote Call Forwarding (RCF)

10.1.1.4.1 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. With the RCF solution, a permanent RCF is established in Qwest's Switch forwarding any incoming call to the number assigned and maintained in the CLEC Switch.

10.1.1.4.2 INP via RCF also requires Office Equipment (OE), on a per telephone number basis. The INP Requestor will need to provide a forecast of deployment sites and estimated quantities of ported numbers to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center, IAC, to determine if OE is available.

10.1.1.5 Direct Inward Dialing (DID)

DID permits incoming calls to be ported to the INP Requestor's Switch via a DID trunk configuration. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and CLEC's Switch. The traffic on these trunks cannot overflow to other trunks. In addition, inter-Switch signaling for DID is limited to multi-frequency (MF). This precludes passing the Calling Line ID to the CLEC Switch. With DID, because there is no SS7 capability, there are CLASS feature limitations. For DID, the INP Provider will deliver the dialed telephone number to the INP requestor's central

office.

10.1.1.6 Directory Number Route Indexing (DNRI)

DNRI permits incoming calls to be ported to the INP Requestor's Switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's Switch. The INP Provider will deliver the dialed seven digit telephone number to the INP requestor's central office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported. DNRI tandem routing requires an additional thirty (30) day lead time to establish technical requirements for routing the ported calls.

10.1.2 Terms and Conditions

10.1.2.1 Qwest and CLEC will provide INP service in a non-discriminatory manner and with as little impairment of functioning, quality, reliability and convenience as possible.

10.1.2.2 Qwest will coordinate INP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption.

10.1.2.3 The Parties shall provide INP on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Commission.

10.1.2.4 Until the long term number portability solution, referred to as Local Number Portability (LNP), is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.

10.1.2.5 Once Local Number Portability has been implemented within a Wire Center, INP will no longer be available for ordering within that Wire Center.

10.1.2.6 Upon LNP implementation, the INP offerings will be withdrawn subject to advance notice to the other Party. Both Parties will conform to the Western Region LNP Technical and Operations team guidelines and agreements for completion of INP to LNP conversion activity.

10.1.2.7 The INP Requestor's designated INP Switch must return answer and disconnect supervision to the INP Provider's Switch.

10.1.2.8 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, the INP Requestor shall enter into a separate agreement with the E911 database provider.

10.1.2.9 Qwest will update its Line Information Database (LIDB) listings for ported

numbers as directed by CLEC. Qwest will restrict or cancel calling cards associated with these ported numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

10.1.2.10 An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the ported number.

10.1.2.11 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

10.1.2.12 Only the existing INP Provider assigned end user telephone number may be used as a ported number for INP.

10.1.2.13 An INP telephone number must be active and assigned to an end user to accommodate INP.

10.1.2.14 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

10.1.2.15 INP is not offered for NXX Codes 555, 976, 960, and coin telephones, and Service Access Codes (i.e., 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

10.1.2.16 The ported telephone number will be returned to the Switch which originally had the ported number when the end user disconnects service from the INP Requestor. The INP Requestor shall not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

10.1.2.17 Forecasts for INP must be included in the forecasting process detailed in Section 7 of this Agreement.

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

10.1.3 Ordering

10.1.3.1 Both parties shall comply with ordering standards as developed by the industry. INP service is ordered via a Local Service Request and associated Number Portability forms. Specific details regarding the ordering of INP service is contained in the PCAT.

10.1.3.2 CLEC may order INP service either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.1.3.3 Service intervals for INP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for interim number portability:

Number of Lines	Interval
Simple (1FR/1FB)	
1-49 lines	3 business days
50 or more lines	ICB
Complex (PBX Trunks/ISDN)	
1-8 lines or trunks	5 business days
9-16 lines or trunks	6 business days
17-24 lines or trunks	7 business days
25 or more lines or trunks	ICB
Centrex	
1-10 lines	5 business days
11-20 lines	10 business days
21 or more lines	ICB
Out of Hours Conversions	
Any quantity	ICB

10.1.3.4 Qwest will provide FOCs to CLECs within a reasonable time, no later than 48 hours after receipt of complete and accurate orders for Regular POTS or Simple Business End Users. The FOC interval for all other complex orders will be within a reasonable time, no later than 8 business days from receipt of complete and accurate orders. The FOC for ICB orders will reflect an ICB FOC date.

10.1.3.5 For purposes of this Section, Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. CLEC may also request a Frame Due Time (FDT) of 5:00 a.m. as a normal business hour, Monday through Friday. Requests for Frame Due Times other than the 5:00 a.m. or 7:00 a.m. to 7:00 p.m. normal business hours shall be considered an out of hours cut.

10.1.3.6 CLEC shall request service within the normal business hours by submitting a Local Service Request (LSR) and designating the requested Frame Due Time. Requests for Frame Due Times within normal business hours will be proactively

managed by Qwest to ensure that the Frame Due Time is met.

10.1.3.7 Out of Hours Cut

10.1.3.7.1 Out of hours cuts permit a CLEC to select either a coordinated or non-coordinated cut for INP service outside of Qwest's normal business hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated cuts at least two weeks prior to a CLEC placing an order in a particular state. Forecasts should include the anticipated Frame Due Times and volumes to be ported out of hours.

10.1.3.7.2 CLEC shall request out of hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, CLEC must specify an Out of Hours cut and the type of cut (coordinated or non-coordinated).

10.1.3.7.3 The date and time for the coordinated cut may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time. In the event that this situation would occur, Qwest will negotiate with CLEC to provide the FOC within a reasonable time frame.

10.1.3.7.4 Non-Coordinated Out of Hours Cut

10.1.3.7.4.1 CLEC shall request out of hours non-coordinated cuts by submitting a LSR and designating a 1:00 a.m. FDT (due date) which is outside of the normal business hours. Non-coordinated cuts allow CLEC to request a Qwest FDT of 1:00 a.m. where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m., with the cut completed by 7:30 a.m. of that day (if the requested date is a business day, or by 7:30 a.m. of the next business day).

10.1.3.7.4.2 Conversion desk activities and escalation processes for non-coordinated out of hour cuts are accomplished during the business day prior to the cut.

10.1.3.7.4.3 CLEC will not incur additional charges for non-coordinated out of hours cuts.

10.1.3.7.5 Coordinated Out of Hours Cut

10.1.3.7.5.1 CLECs shall request a coordinated out of hours cut by submitting a LSR and designating the requested FDT.

10.1.3.7.5.2 Out of hours coordinated cuts will be managed by a Qwest project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with CLEC and will occur prior to issuing an FOC.

10.1.3.7.5.3 CLEC will incur additional charges for coordinated out of hours cuts.

10.1.3.8 End User Impacts

10.1.3.8.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g., end user inquiries and complaints).

10.1.3.8.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

10.1.3.8.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.5 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users. Qwest will provide an electronic interface for the purpose of ordering INP service. This interface may be accomplished by either a GUI (Graphical User Interface) or EDI (Electronic Data Interchange).

10.1.4 Maintenance and Repair

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

10.1.4.2 CLEC and Qwest will provide to their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. CLEC and Qwest will provide their repair contact numbers to one another on a reciprocal basis.

10.1.4.3 Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of the Qwest network. Qwest will perform standard tests to isolate and repair the trouble. For INP trouble reports, Qwest will not be responsible for testing the Unbundled Loop leased by CLEC.

10.1.4.4 The trouble ticket will be closed by the functional group that corrected the trouble. This group will also contact CLEC to inform them that the ticket has been closed. Current trouble codes and analysis codes will be entered to the trouble ticket.

10.1.5 Rate Elements

10.1.5.1 INP Rate Elements

In accordance with Commission requirements, Qwest recovers an appropriate allocation of its INP costs through charges to CLEC for each NXX code assigned to a CLEC. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year. The Parties will comply with the FCC rules and Commission decisions on cost recovery for interim number portability. Exhibit A of this Agreement contains Interim Number Portability rates.

10.1.5.1.1 In accordance with Commission requirements, Qwest recovers an appropriate allocation of its INP costs through charges to CLEC for each NXX code assigned to a CLEC. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year.

10.1.5.1.2 Charges for Coordinated Out of Hours Cuts. Charges for coordinated out of hours cuts shall be based upon actual hours worked at Qwest's overtime rate, time and one-half rates for timeframes outside of Qwest's normal hours except for Sundays and Holidays. Charges for coordinated out of hours cuts on Sundays and Holidays shall be based upon Qwest's overtime premium rate, which is double time. Overtime rates will be multiplied by the number of Qwest personnel actively participating in the cut, multiplied by the number of hours required for the cut. Exhibit A of this Agreement contains overtime rates for coordinated out of hours cuts.

10.1.5.1.2.1 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by CLEC. If such information requires modification during the cut and, as a result, non-scheduled employees are required, CLEC shall be charged a four hour minimum callout.

10.1.5.2 Switched Access Revenues. Qwest will comply with the FCC and Commission rules regarding the sharing of terminating access revenues. Once the End Office Switch is converted to long term number portability (LNP), CLEC has the ability to directly bill the Interexchange Carrier, and no sharing of terminating access revenues is required.

10.1.5.2.1 The Switched Access rate elements are identified in Qwest's Switched Access Tariff.

10.1.5.2.2 Qwest will use ARMIS data to determine the average Minutes of Use (MOU) by jurisdiction. ARMIS data is updated on a yearly basis.

10.1.5.2.3 The number of lines to be used in determining the amount of terminating switched access will be extracted from the Qwest corporate data warehouse once each month. This database contains billed information for posted orders.

10.1.5.2.4 The calculation of the terminating Switch access charges, along with the appropriate data for the preceding month will be provided to CLEC to support the payment. Qwest will pay the pass through amounts to CLEC within one month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

10.2 Local Number Portability

10.2.1 Description

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

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

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

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

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

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

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

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

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

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

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable Switches that have direct trunks to the end office associated with the portable NXX.

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

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

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

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used

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

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

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

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the Customer's relocation at the time of the port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on relocation within the same Rate Center by a ported End User while that End User is served by the new service provider.

10.2.3 Service Management System

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

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

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

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

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

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

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

10.2.5 Ordering

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

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.6 of the SGAT.

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

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the Customer's billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. mountain time on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely

notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. mountain time the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

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

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

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

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

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

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

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

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

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

10.2.6 Maintenance and Repair

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

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

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

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

10.2.7 Rate Elements

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

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User access to the applicable emergency

service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User information (including name, address, telephone number, and sometimes special information from the local service provider or End User) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange Switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses End User data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End Users for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End Users.

10.3.4.2 For selective routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User data to Qwest's agent

for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End Users. For resold accounts, CLEC shall provide Qwest with accurate End User location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's central office to each Qwest 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail End Users which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User record by CLEC.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's End Users in Qwest's listing database, based on End User information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to CLEC's End Users at no charge.

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and Co-Provider Listings User Documents." Qwest will furnish CLEC the listings format specifications. Directory publishing schedules and deadlines will be provided to CLEC.

10.4.2.4 If CLEC provides its End User's listings to Qwest, CLEC grants Qwest access to CLEC's end user listings information for use in its Directory Assistance List Service, and for other lawful purposes, except that CLEC's listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted listings shall not be used for marketing

purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User listings will be treated the same as Qwest's End User listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End Users by carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings databases. CLEC will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to listings only.

10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLEC's and Qwest's End Users. All requests for white pages Directory Listings, whether CLEC or Qwest End Users, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest End Users, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's End User listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End Users at parity with Qwest End Users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings

provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including End User requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its End User names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Prior to placing listings orders on behalf of End Users, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End Users, including:

10.4.2.22.1 All End User account activity (e.g., End User queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User information (if End User information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End Users.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-

discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User listings information provided to CLEC including End User requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor (including, without limitation, Qwest Dex, Inc.) (an Affiliate), requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's End Users.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End Users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages

directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (<http://www.qwest.com//wholesale/> or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own End Users and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End Users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End Users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's End Users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's End User at the start and completion of the call. Call Branding is an optional service available to CLEC.

a) Front End Brand -- Announces CLEC's name to CLEC's End User at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand -- Announces CLEC's name to CLEC's End User at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

c) There is a nonrecurring charge to load CLEC's branded

message in each Switch.

d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End Users' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Service, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own End Users and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End Users. Qwest will provide the same priority of handling for CLEC's End User calls to Qwest's Directory Assistance service as it provides for its own End User calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End Users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User customers may use the same dialing pattern to access Directory Assistance service as used by Qwest's End User customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End Users dial a unique number or use the same dialing pattern as Qwest End Users to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to End Users calling its DA service provided for itself either by company name or operating company name or operating company number so that End Users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's directory assistance listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the directory assistance listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the effective date of this Agreement of Qwest's use of CLEC's directory assistance listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the directory assistance listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance listings supplied to Qwest by CLEC under the terms of this Agreement for the purposes of providing Directory Assistance Service and for providing DA List Information to Directory Assistance provider and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A nonrecurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load CLEC's brand in each Switch is also applicable. Such nonrecurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance service by CLEC's End Users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An End User may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the End User completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End Users of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance service to CLEC's End Users. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Directory Assistance listings to Directory Assistance providers. In the case of End Users who have non-published listings, Qwest shall provide the End User's local numbering plan area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other carriers will specify such information where it has been provided on the carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information (Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as nonpublished or nonlisted listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User or the name and/or address of the telephone service End User for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail End Users provided to CLEC in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its End User listings information provided to CLEC, including End User requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to End Users calling its DA service either by company name or operating company number so that End Users have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's End Users to a third party calling its Directory Assistance for such information, the fact that such End User subscribes to Qwest's Telecommunications Services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer

security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an End User, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the End User information contained within the DA List Information. CLEC must remove from its database any telephone number for an End User whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End Users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory

Assistance List product.

10.6.3 Rate Elements

Recurring and nonrecurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End Users in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists CLEC End Users requesting help or information on placing or completing EAS/local calls, connects CLEC End Users to home NPA directory assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing End User assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's End User to contact its provider to complete InterLATA toll calls. Nothing in this Section is

intended to obligate Qwest to provide any toll services to CLEC or CLEC's End Users.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End Users for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two distinct points on the trunk side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating

methods, practices, and standards in effect for all its End Users. Qwest will respond to CLEC's End User calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End Users.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End Users, and to the extent it does so, Qwest will provide forty five (45) days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its End Users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

- a) Front End Brand – Announces CLEC's name to CLEC's End User at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
- b) Back End Brand – Announces CLEC's name to CLEC's End User at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a nonrecurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End Users may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its End Users access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End Users.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the End User.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that the End User makes contact with the location, telephone number, person or extension designated by the End User.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its End Users and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's End User and terminates when the connection between the Qwest operator position and CLEC's End User is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional End User key actions, recording of End User voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge to CLEC a nonrecurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such nonrecurring charges prior

to commencement of the service. The nonrecurring set-up and recording charge will apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's End Users and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term pole attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, remote

terminals, cable vaults, telephone closets or building riser. The terms Duct and Conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three cables.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings. Within a multi-unit building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and rights of way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NEC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) calendar days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where

CLEC can establish the necessity and technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse

Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an Order for cause, or if CLEC terminates an Order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) calendar days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any applicable law

or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years sine the most recent inventory, or (b) five times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit

required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this SGAT shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit, if CLEC requests a copy of an agreement between Qwest and the owner of a specific

multi-dwelling unit that grants Qwest access to the multi-dwelling unit, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the multi-dwelling unit as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to CLEC a copy of an agreement listed in the MDU information matrix that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement. In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the Demarcation Point between Qwest facilities and the Owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information

necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, Duct/Innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Duct/Innerduct Occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area

indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) days of the request. Qwest will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for duct/innerduct/conduit, ROW or poles : (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to

determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be provided on Attachment 2 of Exhibit D and shall be completed not later than forty-five (45) calendar days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time, is not part of the forty-five (45) day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) calendar days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) calendar days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) calendar days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) calendar days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.8.5 Billing

CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated and 3) date and location of such violation. CLEC

will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this SGAT, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area or without proper identification will be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall

provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems

which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectable or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must

participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

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 System (OSS) interfaces using electronic gateways and manual processes. 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 describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. 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. Qwest will comply with the standards for access to OSS set forth in Section 20. 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 provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, 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 training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. 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 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for 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 guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface 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 Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils. This Section 12.2.1.4.1.7 shall apply only to CLEC orders for Unbundled Loops or Loop combinations.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

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) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is

obtaining the line from Qwest, then CLEC shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process

12.2.1.7.1 Qwest shall provide a Facility Based EDI Listing 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. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. CLEC specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.9.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies the CLEC that the service order record has been completed, and 2) Billing completion that notifies the CLEC that the service order has posted to the Billing system.

12.2.1.9.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and

which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies the CLEC that the service order record has been completed, and 2) Billing completion that notifies the CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if the CLEC End User Customer requests a service change at the time of installation.

12.2.1.10 Reserved for Future Use.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble 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. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

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

12.2.3.2 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.3.3 Reserved for Future Use.

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. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

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 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.

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.

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 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;
- b) Unbundled Switch Port; and
- c) UNE-P for POTS.

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 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 Customer 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:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop;
- d) Unbundled Line Side Switch Port; and
- e) UNE-P for POTS.

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;
- d) Unbundled Line Side Switch; and
- e) UNE-P for POTS.

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. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

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.
- 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 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, Maintenance/Repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the Change Management Process, is attached as Exhibit G (the "CMP Document"). As of the date of filing, the CMP Document (Exhibit G) is the subject of ongoing negotiations between Qwest and

CLECs in the ongoing CMP redesign process. Not all of the sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will continue to be changed through those discussions. Exhibit G reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of the CMP Document, Exhibit G will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

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 implemented pursuant to the CMP set forth in Exhibit G.

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 Questionnaire as required in Section 3.2.

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 of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

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 an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

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 EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production 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. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the 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 or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) – Qwest has developed 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 and implementation of EDI. SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. 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 system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

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 pre-order queries and orders as production pre-order and order transactions. 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 EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the Day and a reasonably sufficient number of Days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to 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. Qwest will make reasonable efforts to accommodate CLEC schedule. 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 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. Certification will be granted for the specified release of the EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable 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 Intentionally Left Blank.

12.2.9.5 New releases of the 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. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new EDI release, however, CLEC must complete the re-certification and migration to the new EDI release

within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone and/or interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the dispute resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to the CLEC requesting the test procedures.

12.2.9.9 Reserved for Future Use.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This

assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems 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 areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; 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 EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE 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 on Qwest's wholesale web site. Qwest will provide an Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

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 substantially the same time and manner as that which Qwest provides

for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

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 itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

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 as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

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 Customer's Demarcation Point) for CLEC or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.3.7 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 Use Customers with the correct telephone numbers to call for access to their

respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers 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 User Customers who call the other Party seeking such information.

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, CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error 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, 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 seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer 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 schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. 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 of substantially the same quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

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. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

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 identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes 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 if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer Premises without prior CLEC authorization. For dispatch to the CLEC Customer Premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.13.4 Intentionally Left Blank.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by CLEC through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may 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 trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

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

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of record shall be Qwest's single and sole point of contact for all CLEC/DLEC Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

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 (7) Days a week, twenty-four (24) 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.

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 data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

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 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Reserved for Future Use.

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

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned Day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the Day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to

capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the trunk side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to

translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX codes assigned to its Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, directory assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411), or CLEC may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customers' calls. Additional terms and conditions with respect to customized routing are described in Sections 9.12 of this Agreement. Customized Routing may be ordered as an application with resale or Unbundled Local Switching.

Section 15.0 - Qwest Dex

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages listings, directory coverage access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest Dex. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest Dex.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.2.7 Intentionally Left Blank.

17.2.8 Intentionally Left Blank.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not

qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 A CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a Request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest shall make available a topical list of the BFRs that it has received with CLECs under this SGAT or an Interconnection Agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this SGAT. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefor.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the

Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of

the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 – SERVICE PERFORMANCE

Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Subsequent changes to these PIDs that are made by the Regional Oversight Committee shall be incorporated into Exhibit B by reference. Modifications of PIDs that apply to the Qwest Performance Assurance Plan (QPAP) shall be made in accordance with Section 16.0 of Exhibit K.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

21.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering
Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface; Annex B

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital
Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic
Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital

Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

21.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: <http://www.qwest.com/techpub/>.

Section 22.0 - SIGNATURE PAGE

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, CLEC adopts this SGAT and upon receipt by Qwest, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

(CLEC)

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Qwest Communications)	WC Docket No. 02-148
International Inc.)	
)	
Consolidated Application for Authority)	
to Provide In-Region, InterLATA Services)	
in Colorado, Idaho, Iowa, Nebraska)	
and North Dakota)	

REPLY DECLARATION OF KAREN A. STEWART

**Checklist Items 2, 4, and 6 of Section 271(c)(2)(B):
Unbundled Network Elements, Line Sharing,
Network Interface Devices, Packet Switching**

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TABLE OF EXHIBITS

Exhibit	Description
Reply Exhibit KAS-1	Qwest's Facility Assignment Process for Copper Facilities
Reply Exhibit KAS-2	Qwest's Facility Assignment Process for Fiber Facilities
Reply Exhibit KAS-3	Technician Provisioning Checklist
Reply Exhibit KAS-4	Effect of CLEC-Requested Delayed Repair Appointments on Qwest's Maintenance and Repair Performance

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Qwest Communications International Inc.)	WC Docket No. 02-148
)	
Consolidated Application for Authority to Provide In-Region, InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota)	

REPLY DECLARATION OF KAREN A. STEWART

**Checklist Items 2, 4, and 6 of Section 271(c)(2)(B):
Unbundled Network Elements, Line Sharing,
Network Interface Devices, Packet Switching**

Pursuant to 47 C.F.R. § 1.16, Karen A. Stewart declares as follows:

1. My name is Karen A. Stewart. My office is located at 421 SW Oak Street, Portland, Oregon. I am a Senior Staff Advocate, Policy and Law for Qwest. I am currently a member of the Qwest Policy and Law organization responsible for representing Qwest in a number of Section 271 workshops related to Qwest's provisioning of various unbundled network elements ("UNEs"). I am the same Karen A. Stewart who filed a Declaration on behalf of Qwest in this proceeding on June 13, 2002.

2. The purpose of this Declaration is to address issues raised in the comments of AT&T, Covad, and WorldCom concerning access to unbundled network

elements, enhanced extended loops (“EELs”), line sharing, network interface devices (“NIDs”), and packet switching.

I. RESPONSES TO ISSUES RAISED BY COMMENTERS

A. Construction of New Facilities

3. The Telecommunications Act of 1996 established the obligation to unbundle network elements for the purpose of giving CLECs access to the incumbent LEC’s “existing” network. AT&T’s claim that Qwest should be required to construct facilities for CLECs ^{1/} is simply wrong. The Commission has never expressly imposed construction requirements in all circumstances on ILECs, and commenters have predictably not cited to any such requirement. The Act was not designed to force ILECs to build networks for CLECs. The Eighth Circuit, in *Iowa Utilities Board v. FCC*, ^{2/} held that CLECs are entitled to unbundled access only to Qwest’s *existing* network:

We also agree with the petitioners’ view that subsection 251(c)(3) implicitly *requires unbundled access only to an incumbent LEC’s existing network*—not to a yet unbuilt superior one. ^{3/}

4. The Eighth Circuit emphasized that nondiscriminatory access to unbundled network elements does not lead to the determination that ILECs must

^{1/} AT&T Comments at 82-85 and Wilson Decl. at 17-22.

^{2/} 120 F.3d 753 (8th Cir. 1997).

^{3/} *Id.* at 813 (emphasis added).

cater to every desire of every requesting carrier. Requiring Qwest to become the construction company for CLECs would be contrary to the public policy goals of the Act because it would discourage facilities-based competition by eliminating any incentive that CLECs construct their own competing networks.

5. As described in Qwest's Application, ^{4/} Qwest attempts to locate compatible facilities for CLECs, does incremental facility work to make UNEs available, and will hold CLEC orders for a reasonable period of time. Qwest believes its 30 business day hold period is a reasonable period of time to allow the CLEC to access any facilities that become available during the service order hold period. In an effort to locate facilities, Qwest has standard assignment steps it takes specific to the UNE requested, e.g., the request is for DS0 and DS1 services (copper based) or high-capacity (fiber) facilities. Reply Exhibit KAS-1 contains Qwest's assignment process specific to copper facilities, and Reply Exhibit KAS-2 contains the assignment process for fiber facilities.

6. When no facilities are located, Qwest holds the CLEC's order for 30 business days and continues to attempt to assign compatible facilities. If a facility becomes available during this 30 business day period, the order will be released and installed on a first-come, first-served basis for retail and wholesale orders. The CLEC must approve the activity prior to installation of the CLEC order. If after 30 business days compatible facilities still are not available, Qwest

^{4/} See Simpson/Stewart UNEs Declaration at ¶¶ 20-25.

will reject the order and inform the CLEC that no compatible facilities exist.^{5/} At any time, the CLEC has the option to ask that Qwest construct the facilities according to the special construction process outlined in the SGAT.^{6/}

7. Qwest first added the 30 business day hold period described above to its Montana SGAT to address concerns about Qwest's held order policy expressed by CLECs in the Montana 271 proceedings. In an ex parte filed with this Commission on June 20, 2002, Covad expressed approval of this new policy.^{7/} Qwest has added the held order process to its Colorado and Iowa SGATs and will incorporate it into the SGATs of every other state in its region as updated SGATs are filed in the normal course of business. Via its Change Management Process, Qwest is currently noticing CLECs of the 30 business day hold policy by incorporating the policy into its online Wholesale Product Catalog, or PCAT.

^{5/} After 30 business days the CLEC may submit a second order, and Qwest will continue to attempt to assign compatible facilities for another 30 business days. It is important to note that Qwest fills the vast majority of loop orders it receives from CLECs. For example, a snapshot of Qwest internal regional data for May 2002 demonstrates that more than 99% of the CLEC inward orders for unbundled loops were fulfilled.

^{6/} SGAT § 9.19. In addition, Qwest provides notification of major facility builds through its ICONN database. SGAT § 9.1.2.4. CLECs can submit orders against these planned builds, and those orders will not be rejected.

^{7/} Ex Parte Filed by Covad, *Application by Qwest Communications International Inc. for Authority to Provide In-Region, InterLATA Service in Colorado, Idaho, Iowa, Nebraska, and North Dakota*, WC Docket No. 02-148 (June 20, 2002) ("In Montana, Qwest proposed SGAT language that, in Covad's view, would alleviate much of [Covad's] concerns about the held order policy.").

Already, however, the 30 business day hold policy has been Qwest's practice in all 14 states for many months.

8. As for federal guidelines on the obligation to build, Qwest's position with respect to this issue is at least as liberal as that of Verizon, as described in the Commission's *Pennsylvania 271 Order*.^{8/} Furthermore, the Commission has identified the obligation to build new UNEs as an open issue and has expressed its intention to address the issue in its triennial UNE review.^{9/} Qwest's build policy is therefore consistent with existing federal law.

9. AT&T also contends that Qwest should be required to add or upgrade electronics for the purpose of providing dedicated transport.^{10/} For unbundled dedicated transport, if electronics are currently available, Qwest includes the existing electronics as part of the overall facility request. However, Qwest does not agree to add or upgrade electronics for dedicated transport.

10. Qwest's position is consistent with the Commission's unwillingness to impose on ILECs an obligation to construct new facilities for the

^{8/} *Pennsylvania 271 Order*, 16 FCC Rcd at 17469-70 (¶ 91). In addressing CLEC complaints about Verizon's policies, the Commission stated, "[N]ew interpretative disputes concerning the precise content of an incumbent LEC's obligations to its competitors, disputes that our rules have not yet addressed and that do not involve *per se* violations of the Act or our rules, are not appropriately dealt with in the context of a section 271 proceeding." *Id.* at 17470 (¶ 92).

^{9/} *Triennial UNE Review NPRM*, 16 FCC Rcd at 22811 (¶ 65).

^{10/} AT&T Comments, Wilson Decl. at 21-22.

provision of unbundled transport.^{11/} The Commission has clearly stated that ILECs do not have an obligation to build a transport 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 that the incumbent LEC has not deployed for its own use.^{12/}

11. Qwest agrees in section 9.1.2.3 of its SGAT to perform incremental facility work, including carding existing electronics. However, adding electronics at a CLEC's request is not incremental facility work. The cost of such electronics is significant and involves capital construction, engineering and installation. For example, 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, for example, the actual material and placing costs are \$36,880 per node, assuming that all supporting framework and power are in place in the central office. A digital cross connect device can cost in excess of \$1 million dollars to

^{11/} See, e.g., *Local Competition First Report and Order*, 11 FCC Rcd at 15722 (¶ 451) ("[W]e expressly limit the provision of unbundled interoffice facilities to existing incumbent LEC facilities.") (emphasis in original).

^{12/} *UNE Remand Order*, 15 FCC Rcd at 3843 (¶ 324).

install.^{13/} In network construction jobs such as these, floor space must be acquired, infrastructure evaluated, and power needs assessed. The process can take four to five months to complete. These are clearly significant construction jobs that Qwest cannot reasonably be expected to perform upon request.

12. The same can be said of “upgrading” existing electronics to add capacity to the network. Again, AT&T implies 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.

13. AT&T also asks that Qwest be required to light dark fiber.^{14/} Qwest makes dark fiber available to CLECs as required by Commission rules. CLECs can light that dark fiber and create dedicated transport at virtually the same cost as Qwest would incur. Alternately, to the extent that a CLEC wants Qwest to add electronics to dark fiber, the CLEC can make such a request under the terms of SGAT section 9.19. Qwest can then evaluate the CLEC request and make an informed decision about any network expansion plans.

14. AT&T would prefer to force Qwest to incur significant up-front investments to bankroll CLEC expansions. Moreover, there is no assurance that

^{13/} For example, a recent installation of a Titan 550 digital cross connect at Qwest’s Columbine, Colorado central office cost \$1,237,053 to install.

^{14/} AT&T Comments, Wilson Decl. at 21-22.

the CLEC would not disconnect the dedicated transport circuits a short time after installation, leaving Qwest and its ratepayers responsible for recovering the cost of lighting dark fiber at the CLEC's request.

15. The Commission defines dark fiber as "fiber that has not been activated through connection to the electronics that 'light' it." ^{15/} By definition, therefore, dark fiber does not have electronics attached to it. The Commission has stated that the obligation to add electronics belongs to the CLEC leasing the fiber. ^{16/} AT&T's position that Qwest is required to light dark fiber is clearly an unfounded attempt to circumvent the Commission's order that ILECs are not required to build dedicated transport facilities. ^{17/} As the Commission's Wireline Competition Bureau recently noted, the Act "does not require [ILECs] to construct network elements, including dark fiber, for the sole purpose of unbundling those elements for AT&T or other carriers." ^{18/} The Commission should reject any

^{15/} *UNE Remand Order*, 15 FCC Rcd at 3776 (¶174); *see also id.* at 3843-44 (¶325).

^{16/} *Id.* at 3771 (¶ 162, n.292) ("The [carrier] leasing the fiber is expected to put its own electronics and signals on the fiber . . .") (quoting the definition of dark fiber in Newton's Telecom Dictionary, 14th ed.).

^{17/} *Id.* at 3843 (¶ 324).

^{18/} *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, ¶ 468 (July 17, 2002).

attempt by AT&T in this proceeding to erode the Commission's position on this issue.

16. In summary, throughout the development of its build and held order policies, Qwest has considered and addressed CLEC concerns. Qwest's resulting policies are completely consistent with Commission precedent and with the final decisions of the states included in this Application.

B. Access to Facilities Owned by Qwest Affiliates

17. AT&T asserts in its comments that the facilities of Qwest's affiliates and parent company are subject to the unbundling obligations of Sections 251 and 252 of the Act.^{19/} AT&T raised this issue in the state 271 proceedings as well. In the Multistate 271 proceeding, the Facilitator addressed this issue and found that AT&T's argument with respect to alleged unbundling obligations of QC affiliates, including QCC, has no basis.^{20/} Additionally, this issue has been decided in Qwest's favor in every one of Qwest's states to date, including all states included in this Application.^{21/}

18. Qwest's SGAT includes a commitment to make available to CLECs any dark fiber to which Qwest has obtained a right of access, whether

^{19/} AT&T Comments at 85-88.

^{20/} Multi-state Facilitator's Report on Emerging Services at 54.

^{21/} See Stewart Dark Fiber Decl. at ¶ 34.

owned by an affiliate or not.^{22/} With this commitment, Qwest is in full compliance with the state commissions' resolution of this issue and with existing federal law.

19. On June 30, 2000, Qwest Communications International and U S WEST, Inc. closed their merger. The surviving entity of that merger is named Qwest Communications International ("QCI"). QCI is a holding company that owns a variety of subsidiaries. These subsidiaries are separate corporations with defined assets and operations. Two of the corporations own and control significant telecommunications networks that provide telecommunications services pursuant to state and/or federal authority.

20. Prior to the merger, U S WEST Communications, Inc. ("USWC") was the only ILEC in the U S WEST corporate family. As part of the merger, USWC was renamed Qwest Corporation ("QC"). Also as part of the merger, Qwest Communications Corporation ("QCC") became the owner of the Qwest nationwide telecommunications facilities and a provider of long distance services.

21. Neither QCC nor any other QC affiliate has ever provided any kind of local exchange service in the states included in this Application. The same is true for predecessors of QC's affiliates. In fact, QC, the Applicant here, is the only Qwest entity that has ever provided local exchange service in the states included in this Application.

^{22/} SGAT § 9.7.1.

22. As stated earlier, as part of the merger, USWC was renamed QC. None of the USWC or QC assets were transferred to any QC affiliate. All of USWC's assets remained under the ownership of the same entity that owned them before the merger. Pre-merger, the entity was USWC; after the merger, that entity is QC. In other words, none of QC's affiliates own any of the assets that were owned by USWC before the merger.

23. In addition, no affiliate of QC has stepped into the shoes of or replaced the pre-merger USWC, nor has any QC affiliate acquired substantial assets of USWC or continued USWC's ILEC business without interruption or substantial change. No QC affiliate has acquired local exchange or exchange access services or facilities from USWC or QC. No QC affiliate has acquired from USWC or QC network elements that must be provided on an unbundled basis pursuant to section 251(c)(3). The only Qwest entity that has done any of these things in Colorado, Idaho, Iowa, Nebraska and North Dakota is QC.

24. QC's affiliates and their predecessors have always engaged in independent lines of business that do not overlap with QC or its predecessor, USWC, at all. QC has not sought to avoid its section 251(c) obligations by moving local network facilities or elements from QC to its affiliates and having the affiliates lease them back to QC or provide the services themselves.

25. Contrary to AT&T's assertion, there is no duty to unbundle any dark fiber owned by QC affiliates. To trigger such an obligation would require a legal determination that QCC is a successor or assign of USWC. There is absolutely no factual basis for finding that QCC is a successor or assign of USWC. Rather, as

stated above, the only entity that is a successor of USWC is QC. No Qwest entity other than QC provides local exchange service in the states included in this Application.

C. Restrictions on Dark Fiber EELs

26. AT&T challenges Qwest's policy of applying the Commission's local use restriction to dark fiber when it makes up part of an enhanced extended loop ("EEL").^{23/} AT&T contends that local use restrictions have "no possible application to dark fiber, because CLECs by definition always light (and generally combine) unbundled dark fiber themselves."^{24/}

27. AT&T mischaracterizes Qwest's position on this issue. Qwest does not apply the Commission's local use restriction for EELs to dark fiber in all cases, as AT&T implies, but only when the dark fiber in question is provided as part of an EEL. Qwest's SGAT makes this clear:

CLEC shall not use [dark fiber] that is part of a Loop transport combination, as a substitute for special or switched Access Services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the [dark fiber] as set forth by the FCC (See 9.23.3.7.2).^{25/}

28. The Commission has not specifically addressed the applicability of the local use restriction to EELs that consist partly of dark fiber. However, the

^{23/} AT&T Comments at 102.

^{24/} *Id.*

^{25/} SGAT § 9.7.2.9.

Commission's rationale for authorizing this restriction applies no less forcefully to dark fiber EELs. In its *Supplemental Order Clarification*, the Commission explained that it imposed the local use restriction to prevent unbundling requirements from interfering with access charge and universal service reform.^{26/} In other words, an unfettered unbundling obligation would have erased substantial amounts of access charge revenues, which have historically provided implicit subsidies that are necessary to maintain the goals of universal service. Unlimited access to EELs made of dark fiber as a substitute for special access services would also interfere with the access charge regime. It is therefore appropriate that the local use restriction apply to EELs that include dark fiber in the same way that it applies to EELs that do not include dark fiber components. The Facilitator in Qwest's Multi-state Proceeding articulated this point well in his recommended resolution of the issue:

There is no doubt that a loop-transport combination that includes dark fiber remains a loop-transport combination. The logic behind the FCC's concern about access charges is in no way diminished because the facilities providing the combination were unlit before a CLEC gained access to them.^{27/}

^{26/} *EEL Supplemental Order Clarification*, 16 FCC Rcd at 9588 (¶ 2).

^{27/} *Multi-state Facilitator's Report on Emerging Services* at 57. All of the states included in this Application approved Qwest's position on this issue. See Stewart Dark Fiber Decl. at ¶ 35.

29. In short, Qwest's treatment of dark fiber EELs is consistent with the policy considerations outlined in the Commission's *Supplemental Order Clarification* and with the final decisions of the states included in this Application.

D. Line Sharing: Service Order Completion Process

30. Covad claims that Qwest is sending service order completions ("SOCs") for line sharing services before the provisioning work is completed.^{28/} WorldCom makes a similar claim.^{29/} When a CLEC sends a local service request ("LSR") for line sharing, it actually generates two service orders: an "N order" (new service that sets up billing and records for line sharing) and a "C order" (change to voice line to provision the data service). Once both orders have completed, an LSR-level SOC is generated. The Loss and Completion Report, which Qwest provides to CLECs via email or on a secure website, is updated when the N and C orders have completed. The LSR-level SOC is returned to CLECs via IMA, Qwest's electronic interface for CLECs.^{30/}

31. Qwest is aware that in the December 2001-January 2002 timeframe, Covad found some N orders listed on its Loss and Completion Report,

^{28/} Covad Comments at 25-27.

^{29/} WorldCom Comments at 25.

^{30/} Covad appears to confuse the SOC with the Loss and Completion Report when it says, "Qwest provides a Service Order Confirmation ("SOC") or completion notice, which can be received via email or accessed on a secure website via a service delivery gateway." Covad Comments at 25. The SOC is always returned via IMA; the Loss and Completion report can be received via email or at the secure website.

but no C orders. This occurred because some central office technicians were not adhering to the defined process for placing line sharing orders in "jeopardy" status if they could not be completed on the due date. The process called for the following handling: When the C order could not be completed, the N order (to set up billing) should have been placed in a jeopardy status. When, however, it was not, the N order appeared on the Loss and Completion Report, and billing to the CLEC was begun in error. Covad contacted its Qwest service manager and received credit adjustments.

32. Since January, Qwest introduced additional controls, provided retraining for its technicians, and instituted a compliance checklist for these orders in the provisioning stage in an effort to ensure process adherence. A copy of this compliance checklist is attached as Reply Exhibit KAS-3. Based on recent feedback from Covad's service manager, Qwest believes that the incidence of this problem has declined since January.

33. However, Covad again raised the issue at the Qwest CLEC forum in May 2002. As a result of this feedback from Covad, in early July 2002, Qwest initiated additional process controls that provide central office managers with a daily report of line sharing orders that were not completed by the assigned due date and which did not receive a jeopardy code (i.e., process failure). This control report is used to monitor central office line sharing completions and to improve technician process adherence.

34. As an additional quality control step, effective July 11, 2002, Qwest initiated a cross check to the existing process to prevent line sharing orders

from completing prior to the installation work being properly performed by the technician. This internal quality control step calls for identification of all line sharing orders that are not complete by 4:00 p.m. local time. Inquiries into the provisioning status of these orders results in either completion of the order or positive jeopardy notification to the CLEC that the order may not complete on the desired completion date. Through this process, care is taken to ensure the billing “N” order is also placed in jeopardy status. With these process changes, the occurrence of SOCs on line sharing orders that have not been completed by the technician in the central office has become *de minimis*.

35. Covad also asserts that on “a large percentage of Covad orders that receive SOCs,” the cross connections necessary to provision the loop to Covad’s collocated facilities are poor, problematic, or non-existent.^{31/} Commercial performance data do not support this assertion. Specifically, Covad provided 61 examples of line sharing N orders in the December 2001 to January 2002 timeframe that it claimed were completed on dates different than the associated C order. During this timeframe, Covad passed 5,836 line sharing order requests to Qwest. The 61 examples provided by Covad amount to 1% of its total completed order volume.

36. Additionally, as the data in the table below indicate, when viewing line sharing orders for all CLECs in April 2002 on a regional basis, 99%

^{31/} Covad Comments at 26.

were automatically completed.^{32/} Of these, only 1% generated a trouble report within 30 days of the initial installation. This provides substantial evidence that the quality of the installation of line sharing orders performed by Qwest is excellent. Further, it refutes Covad's allegation that "a significant percentage of line sharing orders have poor, non-existent or problematic cross connects."^{33/} If this unfounded accusation were correct, there would be a substantial number of orders with trouble reports issued within the first 30 days.

State	Total Orders	Auto Completed Orders	% Auto Completed Orders	OP-5 Count of Auto Completed Orders	% of Auto Completed Orders Resulting in Trouble Reports
AZ	180	179	99.4%	2	1.1%
CO	361	358	99.2%	1	0.3%
IA	27	27	100.0%	1	3.7%
MN	162	156	96.3%	2	1.3%
MT	17	17	100.0%	0	0.0%
NM	67	67	100.0%	1	1.5%
OR	114	110	96.5%	0	0.0%
UT	103	103	100.0%	4	3.9%
WA	410	408	99.5%	4	1.0%
WY	7	7	100.0%	0	0.0%
Regional	1448	1432	98.9%	15	1.0%

37. In summary, Qwest has provided for additional quality controls that ensure process adherence and should prevent line sharing orders from being

^{32/} Because only two of the five states included in this Application had line sharing in service in April 2002, a regional view is provided.

^{33/} Covad Comments at 26.

completed in Qwest systems without the physical connection work being performed. Further, Covad's assertion that this issue had adversely affected a significant number of line shared loops is not supported by commercial performance data.

38. As a final note, the process improvements that Qwest has implemented for line sharing negates any perceived need for a pre-delivery mechanized loop test ("MLT") on line sharing orders.^{34/} MLT on line shared loops is therefore unnecessary; it is also an inappropriate request. Line sharing is a non-designed service, which means that both the pricing and the three-day installation interval are based on a simple, quick installation process. When Qwest developed its line sharing offering, CLECs' main concern was that they be able to get the product quickly. Performing an MLT on line sharing orders would add time and expense for Qwest – possibly resulting in a price increase for the product – with very little incremental benefit for CLECs.

E. Line Sharing: Connecting Facility Assignments

39. WorldCom alleges that Qwest is currently providing inaccurate connecting facility assignments ("CFAs," which WorldCom calls "channel facility assignments") for line sharing.^{35/} CLECs have raised this issue in the past, and Qwest has already taken steps to alleviate any concerns about the accuracy of its CFA information.

^{34/} Covad Comments at 23.

^{35/} WorldCom Comments at 25-26.

40. In November 2001, Qwest received a change request (“CR”) regarding its Alternate Point of Termination (“APOT”) process. Specifically, a CLEC asked that Qwest “implement an adhered to process to provide CLECs with accurate APOT information.” APOT and CFA refer to the same information, so this CR directly addressed the concern that WorldCom has raised in this proceeding. A brief recap of Qwest’s actions in response to the November 2001 CR should therefore suffice to address WorldCom’s concern about CFA information.

41. Qwest is committed to providing accurate CFA/APOT data to CLECs, as well as to timely resolution of all issues involving APOT information. To that end, Qwest has implemented internal processes that verify the accuracy of the information on the form provided to CLECs.^{36/} In addition, Qwest now verifies the data entered into Qwest systems that affect the CLECs’ ability to order services utilizing the CFA information. These processes include: project manager comparison of the APOT provided to the CLEC with the engineering package and TIRKS data; engineers verifying actual installation terminations and ensuring their documents reflect that data; and training to complete specific types of APOTs correctly. Qwest has established an APOT hotline that commits to individual investigation and response to calls about inaccurate APOT data in a timely manner.

42. As to the assertions made by WorldCom that there are current CFA problems, Qwest knows of no currently outstanding CFA issues for WorldCom.

^{36/} Presumably it is this information to which WorldCom refers when it uses the phrase “available CFAs.”

In recent months, the APOT hotline log revealed: numerous calls in May that resulted in no trouble found, and an indication that WorldCom was interpreting the information incorrectly; and a June 24, 2002 APOT issue that has been resolved.^{37/}

43. In summary, to the extent that Qwest had any CFA quality issues in the past, they were identified and addressed as of November 2001. Qwest is not aware that WorldCom has any existing CFA issues, and to the extent they had recent issues, they were unique given the fact WorldCom took over existing collocation arrangements.

F. Line Sharing: Out-of-Service Reporting

44. In its comments, Covad asks for a clarification regarding the statement in Qwest's Application that Qwest's performance disparity in maintenance and repair of line shared loops is due to line shared loops being designated as service impacting, as well as Michael Williams' statement (in a prior state proceeding) that Qwest would change its procedure to treat all line shared trouble reports as out-of-service reports.^{38/}

^{37/} Qwest's Wholesale Project Management Team has been working with WorldCom regarding the numerous sites they took over from another DLEC. In many cases, field visits were necessary and often required the arrangement of a joint meet with WorldCom at the collocation site. If any problems were actually identified, they were corrected. This was a joint effort to make sure any lingering problems (that may have occurred with turn-ups prior to November 2001) were taken care of on a proactive basis to make sure actual orders would not be affected.

^{38/} Covad Comments at 33.

45. The Declarations of Karen A. Stewart and Michael G. Williams were correct, in that the maintenance and repair data recorded between January and April reflected Qwest's then-current policy regarding prioritizing line sharing repairs as "service affecting" rather than out-of-service situations. Between January and April, out-of-service situations for local exchange service had a higher priority in the repair queue than a service-affecting line sharing repair. Traditionally, Qwest defined "out-of-service" local exchange services to mean the end user cannot even make a 911 call. Because xDSL services using line sharing arrangements are not used as a voice service to make 911 calls, their outages were categorized as service affecting rather than out of service.

46. However, as noted by Covad, Qwest is in the process of modifying its repair procedures in a manner that will result in line sharing repair calls being prioritized as out-of-service reports. Qwest noticed the CLECs of this change through the Change Management Process. In summary, the change that Mr. Williams had described in a prior proceeding (i.e., the statement referenced by Covad in its comments) was just noticed, on July 26, 2002, and will go into effect on August 16, 2002.

47. Moreover, Qwest has been researching this issue in depth to determine whether there are any additional root causes explaining the disparity. Qwest has learned an important additional fact: this higher percentage of service-affecting troubles for line sharing is compounded by the fact that one prominent DLEC requests "future" repair work approximately 10% of the time. In other words, this DLEC will contact Qwest and ask Qwest to repair a problem at some

designated time in the future, but does not accept the next available repair appointment time.

48. Currently, all of this waiting time is included in the mean time to restore (MR-6) and restoration intervals (MR-3 and MR-4), thereby creating the incorrect appearance that all of this repair time was attributable to Qwest. Qwest is analyzing whether it has the ability to exclude the time associated with the requested delay as “no access” time that is excluded from the performance data. For example, in April 2002, this delay time increased the mean time to restore by about 13%.

49. Reply Exhibit KAS-4 demonstrates how this issue affected MR-6 in the month of April. A 13% reduction in mean time to restore would, in and of itself, improve Qwest’s performance data significantly. Even a cursory review of the data shows that a 13% reduction would bring the mean time to restore into parity in several instances involving a technician dispatch. Moreover, troubles not requiring a technician dispatch contain the shortest restoration intervals and, therefore, a delay in correcting these troubles would create the largest disparity.

50. Nonetheless, Qwest is still in the process of notifying CLECs through Change Management that it proposes to treat all line sharing troubles as “out of service” subject to reporting in MR-3, thus allowing for a higher priority in the repair queue. Qwest plans to code all line sharing orders as “out of service” because the majority of these troubles find the data service incapable of working, meaning the end user cannot make a data call.

G. Line Sharing: Technical Specifications

51. Covad complains that Qwest supplies poor quality line shared loops that do not come with any technical guarantees.^{39/} This is misleading and incorrect. For line shared loops, Qwest guarantees that the loop meets the technical specification for voice grade service, i.e., T1E1.3/2001-088R1. This NC/NCI specification includes the technical parameters that the Network Reliability and Interoperability Council and the industry have accepted would apply to line sharing.

52. An underlying assumption of the line sharing product is that the CLEC shares the *existing* loop that provides the voice service of the end-user customer. To the extent this loop can be conditioned to support both the existing voice and xDSL data services, Qwest will perform conditioning if requested. This does not mean that the existing voice service loop can or should meet every technical parameter for a data-only service, as likely envisioned by Covad. To the extent Covad requires specific data NC/NCI code parameters to apply to a specific data application, Covad is free to move its xDSL service from a line sharing arrangement to a dedicated data loop, where Covad can request any data specifications/guarantees it desires.

^{39/} Covad Comments at 24-25.

H. Removal of Qwest Loops from a NID

53. AT&T demands the ability to remove Qwest loops from the NID.^{40/} This practice would leave Qwest loops to dangle outside of the NID without overvoltage protection from surges in the network, such as lightning strikes. The regulatory authorities of each state included in this Application have considered this issue, and each agreed with Qwest that it is not appropriate for CLECs to remove Qwest loops from the overvoltage protectors at the NID and to leave Qwest loops without termination to a protector.^{41/}

I. Packet Switching Issues

54. AT&T alleges that Qwest offers CLECs packet switching of a lower quality than the services Qwest makes available to its retail customers.^{42/} Contrary to AT&T's claim, Qwest offers CLECs in Colorado, Idaho, Iowa, Nebraska, and North Dakota the same "class" of packet switching service that Qwest offers to its own retail ADSL customers. More importantly, however, the information provided by AT&T on this issue appears to relate to Cell Relay Service and not Qwest DSL service, which is the packet switching service Qwest is required to unbundle. The Commission was very specific in its definition of Unbundled Packet

^{40/} AT&T Comments at 103-04 and Wilson Decl. at 25-26.

^{41/} See Stewart NID/Subloop Decl. at ¶ 12, n.22.

^{42/} AT&T Comments at 98-99.

Switching,^{43/} and Qwest's SGAT virtually replicates the Commission's rules regarding the provisioning of unbundled packet switching.^{44/}

55. AT&T tries to claim that Qwest provides CLECs with Unspecified Bit Rate (UBR) Transport only, while providing Committed Bit Rate (CBR), Variable Bit Rate (VBR) and other bit rates to Qwest retail ADSL end users. AT&T is simply wrong. Qwest's retail DSL service also provides only for UBR Transport. CBR, VBR, and other bit rates are not available in conjunction with Qwest DSL.

56. However, unlike its own retail end users, Qwest does give CLECs the option to request the feasibility of other types of bit rates via a request to self-provision the virtual channel between the remote DSLAM and the central office where the Asynchronous Transfer Mode ("ATM") switch is located. Bit rates are associated with this virtual channel. UBR facilitates the processing of packets on a first-in, first-out, best effort basis and allows for the maximum utilization of the Qwest DSL network. Therefore, when both CLEC and Qwest retail customers only have UBR, it is parity by design. That is, all packet traffic is treated with equal importance as it competes for space on the virtual channel. In general, other types of bit rates, such as CBR, means that some packets would receive preferred treatment for transmission between the remote DSLAM and the packet switch.

^{43/} *UNE Remand Order*, 15 FCC Rcd at 3834 (¶ 304).

^{44/} SGAT § 9.20.1.1.

57. If a CLEC desires to have some level of committed bit rate via its own virtual transport, a request to connect to the Qwest DSLAM must be submitted using Qwest's bona fide request process. Moreover, the virtual channel provided with Qwest's unbundled packet switching offering allows the CLEC to provide transport for whatever "0"s and "1"s its end users desire, whether it is in the form of streaming video, voice over DSL, or voice over Internet Protocol. Therefore, despite the claims of AT&T, Qwest's packet switching product does not limit the products that a CLEC can offer. Rather, the type of customer premises equipment that the CLEC provides at an end user's premises would be the controlling factor for the capability of that pipe.

58. Finally, AT&T's allegations are of a type that the Commission has previously declined to address. In its *Kansas/Oklahoma 271 Order*, the Commission declined to address a packet switching complaint on the grounds that because no CLEC had ordered packet switching from SBC, the issue was not ripe for decision.^{45/} The same can be said here. As no CLEC has ordered packet switching in any of Qwest's states, AT&T's concern is hypothetical at best.

II. CONCLUSION

59. In summary, none of the issues raised by commenters about Qwest's Application should preclude a finding of compliance with Section 271.

60. This concludes my Reply Declaration.

^{45/} *Kansas/Oklahoma 271 Order*, 16 FCC Rcd at 6363-64 (¶ 245).

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2002.

Karen A. Stewart

**STEWART REPLY DECLARATION GLOSSARY OF CITATIONS
WC DOCKET 02-148**

Short Form	Full Description
<i>EEL Supplemental Order Clarification</i>	<i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order Clarification, CC Docket No. 96-98 (rel. June 2, 2000); FCC 00-183, 15 FCC Rcd 9587 (2000)</i>
<i>Local Competition First Report and Order</i>	<i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, First Report and Order, FCC 96-325, 11 FCC Rcd 15499 (1996)</i>
<i>UNE Remand Order</i>	<i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98 (rel. Nov. 5, 1999); FCC 99-238, 15 FCC Rcd 3696 (1999)</i>
<i>Triennial UNE Review NPRM</i>	<i>Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, Notice of Proposed Rulemaking, FCC 01-361, 16 FCC Rcd 22781 (2001).</i>
<i>Kansas/Oklahoma 271 Order</i>	<i>Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Company, Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, CC Docket No. 00-217 (rel. Jan. 21, 2001); FCC-209, 16 FCC Rcd 6237 (2001)</i>
<i>Pennsylvania 271 Order</i>	<i>Application of Verizon Pennsylvania, Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks Inc., and Verizon Select Services Inc. for Authorization To Provide In-Region, InterLATA Services in Pennsylvania, Memorandum Opinion and Order, CC Docket No. 01-138 (rel. Sept. 19, 2001); FCC 01-269, 16 FCC Rcd 17419 (2001)</i>

Short Form	Full Description
AT&T Comments	Comment, AT&T Corporation Comments and Motion for Leave to File in Excess of 100 Pages (FCC Docket No. 02-148, July 3, 2002)
Covad Comments	Comment, J. Oxman, Covad Communications Company (FCC Docket No. 02-148, July 3, 2002)
WorldCom Comments	Comment, L. Wright, WorldCom, Inc. (FCC Docket No. 02-148, July 3, 2002)
Multi-state Facilitator's Report on Emerging Services	Multi-state Facilitator's Report on Emerging Services (Line Sharing, Subloop Unbundling, Packet Switching, Dark Fiber) (Third Report, June 11, 2001)

MANUAL STEPS REQUIRED FOR COPPER FACILITY ASSIGNMENT PROCESS

In Copper plant assignment, a significant percentage of requests are assigned automatically via a mechanized process. At times, however, it is not possible to assign the facility mechanically and subsequent manual steps are taken to handle the request.

This document is an overview of the manual steps required for Copper Facility Assignment process for DS0 and DS1 level services used by Qwest to assure consistent handling of DS0 and DS1 service orders that cannot be automatically processed. Below are the 11 steps used in the process. The intent of using the "steps" as outlined below is to investigate potential solution(s) and/or option(s) to provide facilities. At times the steps may be combined, rather than performed sequentially.

STEPS:

1. Re-execute the Service Order
 - Re-execute the service order to determine if compatible facilities have become available. The term 're-execute' means to send the order back through the mechanical assignment process one more time. This step is used, as facilities may have become available, due to service order activity (i.e., customer disconnecting or moving to another address) causing changes within the network and may enable Line Station Transfer (LST) from the time the order was originally processed.
2. Review the system request for Manual Assistance
 - Review the system request for manual assistance to determine what facilities will be compatible based on the service requested.
 - Manually review Facility Assignment Process system assignment to verify that the control parameters are correctly set to allow the service order to be assigned.
3. Investigate the range of facilities
 - Review Facility Assignment Process system terminal information to verify that cable pair ranges and appearances are correctly inventoried to allow the service order to be assigned.
 - Investigate Assignment (ASGM) and Cross Connect (XCON) restrictions that may have prevented assignment of the service request.
 - Investigate the use of up to three LSTs.
4. Run Facility Assignment Process system report(s) Investigate any spare pairs for status problems.
 - Pairs found to be incorrectly statused will be re-statused to allow the facility to be assigned if compatible.
 - Investigate the validity of all restricted pairs. If the pair restrictions are no longer valid, use the pair if compatible for the service request.
 - Check current status of all past due orders, may identify orders that are no longer active that could provide a compatible facility for the service order.
 - Check current status of all pending orders, may identify orders that are no longer active that could provide a compatible facility for the service order.
5. Investigate Facility Assignment
 - Validate Facility Assignment Process system address and associated terminal for geographical or typographical errors that could prevent the order from being assigned.
 - Investigate similar street addresses, may have different directional names within the street name and geographical city boundaries.

- Determine if spare copper facility found or recovered is DS1 or above compatible. Check facilities to determine if High-bit-rate Digital Subscriber Line (HDSL) is available and could be used for service requested.
6. Investigate Multiple Terminal Situations
 - Review Facility Assignment Process system report to investigate if other terminals are available to assign the service order. There are occasions when an address can be accessed from multiple terminals.
 - Investigate the use of LSTs to provide service.
 7. Look for Soft Dial Tone
 - Review Facility Assignment Process system report to ensure that Soft Dial Tone is not present. Soft Dial Tone is used to assure connectivity to new residences and is then disconnected; this may be occasionally overlooked. If there is Soft Dial Tone, issue a disconnect order and use the facility if compatible.
 8. Check for availability of Central Office Universal Digital Carrier (UDC)
 - UDC is only available when the system is installed in the Central Office and when available may be used to resolve the facility shortage
 9. Check for availability of Pair Gain UDC in the area
 - This resolution is only available for use with compatible Pair Gain systems. If compatible, this Pair Gain UDC can be used to resolve the facility shortage (from the remote terminal to the customer address).
 10. Clear Defective Pairs
 - Check to determine if defective cable pairs are existing to the order location. If so, issue a defective pair package to request Outside Plant to repair cable pairs when applicable.
 11. Refer service order to the appropriate Outside Plant department
 - Refer service order to the appropriate Outside Plant department for possible resolution of facility shortage, e.g., enlarge terminal capacity, qualify cable pairs, condition cables pairs, deploy unused cable/fiber capacity, etc.

Fiber Facility Assignment Process For DS1 and Above

The Fiber Facility Assignment process is used by Qwest to assure the proper methods have been addressed when a service order requesting Fiber Facilities is received. This process differs from the Copper assignment process because all fiber facility assignments are performed manually. The following six steps define the manual process for assigning Fiber Facilities. These steps may not be performed in a sequential manner.

1. Upon the initial execution of the Service Order, it will flow to the local facility assignment system. The system identifies the existence of fiber facilities between the specified locations (A and Z Location) by identifying the Common Language Location Identification (CLLI) code assigned to each end of the circuit.
2. If the system does not provide the CLLI code, the designer will need to manually search to determine if facilities are already in place by searching by address. If the Designer can find the applicable CLLI, they will add it to the system and assign the order (see Step 4). If the Designer cannot find an applicable CLLI, they will skip to Step 6 of this process.
3. If the system does provide the CLLI code at each location, the Designer will determine if there are spare facilities to meet the CLECs request.
4. If facilities are found, Designer assigns them.
5. If the facility found is being added as the result of an Engineering Work Order, to be completed at later date, the order will be posted against the Engineering Work Order but not issued, and the order will be delayed for future resolution. A Jeopardy Notice will be sent to the CLEC.
6. In the event the Designer cannot find a fiber solution the order will be added to the Delayed Order Bucket and a Jeopardy Notice will be sent to the CLEC.



**CENTRAL OFFICE (CO)
JOB AID**

TITLE:		DOCUMENT NO. / Rev.
<i>LINE SHARING CHECKLIST</i>		<i>CO-CL-05-0001 / Rev. 3</i>
ASSOCIATED PROCESS:		
EFFECTIVE DATE:		REVISION DATE:
<i>07/08/2002</i>		<i>07/01/2001</i>
AUTHORED BY:		
Name: <i>Mike Lanoue</i> <i>Charlotte Griffiths</i> <i>(E*Media only)</i>	CUID: <i>mlanoue</i> <i>csgrif2</i>	<i>E*Media</i> File Name (author only): <i>5_1_Line_Sharing_Checklist_all_n</i>

Audience:

- *Central Office (CO)*

Approved by: Mike Lanoue – Lead Process Analyst, CO Staff (07/01/02)

Revision 2: Reissued 01/16/02 to add Header, Footer, Page numbers, Author information, Title updates, and Unique Number Identification for the E*Media conversion.

Revision 3: Reissued 07/01/02 to add a NOTATION column to be used by CO Personnel for Service Order work step status and to modify the Purpose statement.

1.0 Purpose

The purpose of this Job Aid is to identify the steps that need to be performed when working a Line Sharing Provisioning order from the Frame Order Management System (FOMS) document in the CO. A copy of this form is to be attached to each Line Sharing service order with a status posted in the Notation column for each work step.

STEP	OPERATION	DETAILS	NOTATIONS
1	Analyze FOMS Order Document	Print the FOMS order document and identify: 1. Line Sharing circuit 2. Copper facility. 3. Line Sharing equipment 4. Qwest service circuit elements. 5. Commitment date and time.	
2	Perform Facility qualification test	Using an H88 or equivalent test * set check line for load coils. If load coils are detected, the CO personnel will place an A9 JEP code against the order and wait for resolution notification.	
3	Pre-Wire Line Sharing circuit	Place frame cross connections for circuit: - Loop jumpers at Qwest OE and Facility.	
4	Check Qwest line.	Draw dial tone at facility and ANI*. - If incorrect assignment, verify termination and refer any problems to assignment. - If line is busy, place order wiring on hold and recheck every ½ hour until line is idle.	
5	Cut line splitter into circuit.	Lift facility jumper and terminate new jumper from line splitter. Lift jumper at OE and terminate jumper to line splitter. ANI Qwest circuit at the facility* - If ANI / Dial tone test fails, trouble shoot frame wiring and or line splitter circuit trouble. After ANI/Dial Tone test has passed perform an electrical continuity test on the data side of the splitter from the protector to the DEMARC 410 Block terminal utilizing an LSVT test set. If splitter problems are discovered jumper around the splitter and place the order in jeopardy using the following jeopardy codes: <ul style="list-style-type: none"> • A8 (splitter not connected on the DLEC side) • A7 (splitter not stenciled correctly) • A6 (Qwest wiring or inventory issue) 	
6	Complete the FOMS order	Perform an SCM transaction on the FOMS order to complete CO provisioning steps.	

* Tests are pass/fail and do not require a test duration.

Acronyms provided in the back of the Wholesale Product Support book (CO-CL-10-0001).



**CENTRAL OFFICE (CO)
JOB AID**

TITLE:		DOCUMENT NO. / Rev.
<i>LINE SHARING PROVISIONING</i>		<i>CO-CL-05-0002 / Rev. 3</i>
ASSOCIATED PROCESS:		
EFFECTIVE DATE:		REVISION DATE:
<i>07/15/2002</i>		<i>07/09/02/2002</i>
AUTHORED BY:		
<i>Name:</i>	<i>CUID:</i>	E*Media
<i>Mike Lanoue</i>	<i>mlanoue</i>	<i>File Name.(author only):</i>
<i>Charlotte Griffiths (E*Media only)</i>	<i>csgrif2</i>	<i>5_2_Line_Sharing_Provisioning_all_n</i>

Audience:

- *Central Office (CO)*

Approved by: Charlotte Griffiths – Lead Process Analyst, CO Staff (12/14/01)

Revision 2: Reissued 01/16/2002 to add Header, Footer, Page numbers, Author information, Title updates, Unique Number Identification for the E*Media conversion, and change Co-Provider to CLEC.

Revision 3: Reissued 07/09/2002 to add the service order completion time of no later than 4:00 pm local time

1.0 Purpose

The purpose of this Job Aid is to define the Line Sharing product and to establish the steps that need to be performed when working a Line Sharing Provisioning order from the Frame Order Management System (FOMS) document in the CO.

PRODUCT DEFINITION:

Shared Loop (Line Sharing) is defined as making available the opportunity for the CLEC to offer ADSL qualified advanced data services within the spectrum of an existing Qwest end user's analog voice-grade service. CLEC will use the data portion of the loop while Qwest will maintain the voice portion of the loop. In addition:

- CLEC may provide the splitter from a pre-determined list. The splitter is provisioned and maintained by Qwest (similar to Virtual Collocation).
- The end-user has dial tone originating from a Qwest switch.
- The handoff of the voice happens inside the Qwest CO. The DLEC demarc point is the data output from the POTS Splitter.
- A CLEC gains access to this service at the Qwest wire center through established Collocation arrangements.
- The combined data and voice service must comply with the standard T1.E1.4 when accepted by the industry as well as Qwest's technical requirements. More detailed specifications can be found in Qwest's technical publication # 77384.

This POTS service is installed using a basic "lift and lay" procedure. Prior to 4:00 pm (local time) on the service order Due Date, Qwest Central Office Personnel "lift" the loop from its current termination and "lays" it on a new termination (POTS Splitter) connecting to the CLEC's equipment
In addition:

1. The CO will print the FOMS order and identify
 - a. The Line Sharing circuit
 - b. The copper facility
 - c. The Line Sharing equipment
 - d. The Qwest service circuit element
 - e. The commitment date and time

2. CO personnel will perform a load coil detection test utilizing an H88 or equivalent test set.

3. If a load coil is detected the CO personnel will place the order in jeopardy using the A9 jep code and wait for resolution notification

4. If the load coil detection test is negative CO personnel will pre-wire the Line Sharing circuit by placing the frame cross connects and looping the jumpers at the Qwest OE and facility.

5. The CO will draw dial tone at facility and ANI.
 - a. If assignment is incorrect, verify termination and refer any problems to assignment
 - b. If line is busy, place wiring on hold and recheck every ½ hour until line is idle.

- 6) The CO will perform the following work steps:
 - a. Lift facility jumper and terminate the new jumper from the line splitter
 - b. Lift the jumper at the OE and terminate the new jumper from the line splitter
 - c. ANI Qwest circuit at the facility. If ANI/Dial Tone test fails, trouble shoot frame wiring and or line splitter circuit trouble. After ANI/Dial Tone test has passed perform electrical continuity test utilizing the LSVT Test Set. Check for continuity from the protector to the DEMARC 410 Block terminal. The 410 Block location and terminal information is noted on the Data Line Splitter 89 Block that the cross connects were terminated on in step #4. If continuity problems are discovered it is the responsibility of the CO to resolve the problem and complete the order by the Due Date. If splitter problems are discovered jumper around the splitter and place the order in jeopardy using the following jeopardy codes:

A8	splitter not connected on the DLEC side
A7	splitter not stenciled correctly
A6	Qwest wiring or inventory issue

- 7) When the order has been completely wired and tested the CO will "SCM" the order in Switch/FOMS to complete the CO provisioning steps.

Definition of ME (miscellaneous equipment) for splitter assignment in Switch/FOMS is:

vce	voice side of port
vda	data side of port
010122	floor and relay rack
33	bay
02	shelf
005	port

Delimiters of periods will separate all elements with the exception of shelf and port id, a dash will separate these last two elements.

vce.010122.33.02-005, vda.010122.33.02-005

The frame and frame coordinates will be noted as a permanent remark such as:

F03 1G1H

F03 designates the frame, 1G is the vertical and horizontal frame location of the voice connection and 1H is the vertical and horizontal frame location of the data connection.

The ME definition applies to splitters located outside the cage (Virtual Co-location).

The definition described below applies to splitters located inside the cage (Physical Co-location).

Definition of ME (miscellaneous equipment) for splitter assignment in Switch/FOMS is:

vce.alt01.1	vda.alt01.1
vce	voice side of port
vda	data side of port
alt01	cable name
1	cable count

The frame and frame coordinates will be noted as a permanent remark such as:

FO3 B10 C11

F03 designates the frame, B10 is the vertical and horizontal frame location of the voice connection and C11 is the vertical and horizontal location of the voice/data connection.

The frame blocks will be labeled VOICE AND VOICE/DATA.

NOTE: It is extremely important that the OE is connected to the Voice side of the Splitter and that the facility is connected to the Voice/Data side of the Splitter. If these cross connect terminations are reversed dial tone will still be detected at the protector but data will not be passed. Utilizing the LSVT test set will detect reversals.

**Effect of CLEC Requested Delayed Repair Appointments
on Qwest's Maintenance and Repair Performance**

State	Month	Category	CLEC LINE SHARING DATA			RETAIL			Missed Measures
			Out of Service Troubles (MR-3)	All Troubles (MR-4)	Percent out of service troubles	Out of Service Troubles (MR-3)	All Troubles (MR-4)	Percent out of service troubles	
Colorado	Jan. 2002	Dispatch in MSA	4	15	26.67%	12,397	16,707	74.20%	MR-4 MR-6
Colorado	Jan. 2002	Dispatch outside MSA	0	0	N/A	2,772	3,841	72.17%	N/A
Colorado	Jan. 2002	No Dispatch	18	52	34.61%	5,859	11,228	52.18%	MR-4 MR-6
Colorado	Feb. 2002	Dispatch in MSA	5	18	27.78%	10,136	13,686	74.06%	N/A
Colorado	Feb. 2002	Dispatch outside MSA	0	1	0.00%	2,340	3,233	72.38%	N/A
Colorado	Feb. 2002	No Dispatch	0	38	0.00%	4,888	9,978	48.99%	MR-4 MR-6
Colorado	Mar 2002	Dispatch in MSA	3	12	25.00%	12,674	16,541	76.62%	N/A
Colorado	Mar 2002	Dispatch outside MSA	0	3	0.00%	2,833	3,848	73.62%	MR-4
Colorado	Mar 2002	No Dispatch	1	39	2.56%	6,986	12,175	57.38%	MR-4 MR-6
Colorado	Apr. 2002	Dispatch in MSA	2	13	15.38%	13,247	17,392	17.16%	MR-4 MR-6
Colorado	Apr 2002	Dispatch outside MSA	0	0	N/A	2,247	3,100	72.48%	N/A
Colorado	Apr 2002	No Dispatch	2	17	11.76%	3,880	8,650	44.86%	MR-4 MR-6
Regional	Jan. 2002	Dispatch in MSA	14	45	31.11%	71,596	100,567	71.19%	MR-4 MR-6
Regional	Jan. 2002	Dispatch outside MSA	1	4	25.00%	18,654	27,560	67.69%	N/A
Regional	Jan. 2002	No Dispatch	37	154	24.03%	27,097	56,579	47.89%	MR-3 MR-4 MR-6
Regional	Feb. 2002	Dispatch in MSA	11	46	23.91%	60,847	83,809	72.60%	MR-4 MR-6
Regional	Feb. 2002	Dispatch outside MSA	0	1	0.00%	16,625	23,665	70.25%	MR-6
Regional	Feb. 2002	No Dispatch	4	105	3.81%	26,150	54,241	48.21%	MR-3 MR-4 MR-6
Regional	Mar 2002	Dispatch in MSA	8	27	29.63%	65,817	89,211	73.78%	MR-3 MR-6
Regional	Mar 2002	Dispatch outside MSA	1	6	16.67%	18,374	25,824	71.15%	MR-6
Regional	Mar 2002	No Dispatch	1	81	1.23%	28,244	57,692	48.96%	MR-4 MR-6
Regional	Apr 2002	Dispatch in MSA	8	50	16.00%	73,230	99,996	73.23%	MR-4 MR-6

Regional	Apr 2002	Dispatch outside MSA	0	5	0.00%	21,137	29,530	71.58%	MR-6
Regional	Apr 2002	No Dispatch	9	61	14.75%	21,685	48,343	44.86%	MR-4 MR-6
TOTAL	Jan-Apr 2002	Combined	129	793	16.27%	449,456	697,017	64.48%	

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
)
Qwest Communications)
International Inc.) **WC Docket No. _____**
)
Consolidated Application for Authority)
to Provide In-Region, InterLATA)
Services in Colorado, Idaho, Iowa,)
Nebraska and North Dakota)

REPLY DECLARATION OF LORI A. SIMPSON

**Checklist Items 2, 6, 7(II & III), & 14 of Section 271(c)(2)(B):
UNEs (UNE-P), Unbundled Local Switching,
Directory Assistance and Operator Services, and Resale**

July 29, 2002

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TABLE OF EXHIBITS

Exhibit	Description
Reply Exhibit LAS-1	Qwest's Call Handling Procedures for Orders for DSL with Resale and UNE-P
Reply Exhibit LAS-2	Qwest DSL with UNE-P Product Line
Reply Exhibit LAS-3	Qwest DSL with UNE-P Services Order Examples
Reply Exhibit LAS-4	Letter from Qwest to WorldCom Dated June 21, 2002, Addressing Customized Routing Request
Reply Exhibit LAS-5	Excerpt From Qwest's Legal Brief Dated March 30, 2001, Before The Public Utilities Commission Of The State Of Colorado In Docket No. 97I-198T
Reply Exhibit LAS-6	Sample CLEC Notification Letter and Web Notification Form for Frame Relay Services
Reply Exhibit LAS-7	Sample CLEC Notification Letter and Web Notification Form for Asynchronous Transfer Mode Cell Relay Service

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**Checklist Items 2, 6, 7(II & III), & 14 of Section 271(c)(2)(B):
UNEs (UNE-P), Unbundled Local Switching,
Directory Assistance and Operator Services, and Resale**

Pursuant to 47 C.F.R. § 1.16, Lori A. Simpson declares as follows:

1. My name is Lori A. Simpson. My office is located at 301 W. 65th Street, Minneapolis, Minnesota. I am Director – Legal Issues. I am the same Lori A. Simpson who filed declarations on behalf of Qwest in this proceeding on June 13, 2002.

2. The purpose of this Reply Declaration is to address issues raised by New Edge Network, Inc., AT&T Corp., Eschelon Telecom, Inc., Vanion, Inc., and WorldCom, Inc. concerning Checklist Items 2 (UNEs (UNE-P)), 6 (Unbundled

Local Switching), 7(II & III) (Directory Assistance and Operator Services) and 14 (Resale).

I. CHECKLIST ITEM 2 ISSUES

A. Qwest's Back-End System Records for Repair of DSL with UNE-P – Centrex Combinations

3. Eschelon states that Qwest does not have back-end system records containing the DSL technical information needed for repair of the DSL service when provided with UNE-P Centrex combinations. ^{1/} First there are several types of UNE-P Centrex – a) UNE-P Centrex 21; b) UNE-P Centrex Plus; and c) UNE-P Centron. For UNE-P Centrex 21 combinations, Qwest has repair records that include information on DSL service. However, under certain limited circumstances, for UNE-P Centrex Plus and UNE-P Centron with DSL, some repair records do not include information about DSL service. This situation occurs in Qwest's Central (Colorado) and Eastern (Iowa, Nebraska and North Dakota) region states when a Field Identifier ("FID") called the "Different Premises Address" ("DPA") FID is included with a main station line at the DPA on UNE-P Centrex or UNE-P Centron customer records, and where there is DSL service at the DPA.

4. CLECs often provide lines from a single UNE-P Centrex or UNE-P Centron system to many different end users at different addresses. To keep accurate records, Qwest uses DPAs to record the appearance of main station lines at different addresses than the main address for the Centrex system.

^{1/} Eschelon Comments at 9-10.

However, the use of this DPA FID also causes certain repair records not to be created when DSL is provisioned at the DPA.

5. Qwest has identified a manual means by which Qwest's repair personnel may have access to the information they need to take repair reports on DSL service provided with UNE-P Centrex Plus and UNE-P Centron. CLECs are not required to do anything differently. Qwest will implement this manual solution by the end of August 2002. A long-term mechanized solution will be necessary and is also being investigated and will be implemented as it is identified.

B. Qwest Has Processes for Re-Installation of DSL Disconnected in Error

6. Eschelon states that when a retail end user's service is converted to Eschelon UNE-P service, if Qwest disconnects the DSL in error during the conversion, Qwest sets a standard due date to re-install the DSL.^{2/} This issue concerns occasions when Qwest does not show DSL service on an end user's line that is being converted to a CLEC, and so after conversion the end user does not have DSL service on the converted line. In such cases, Qwest has asked that the CLEC submit an order for DSL service. Eschelon has submitted a Change Request concerning this issue through Qwest's Change Management Process ("CMP"), and Eschelon asked in that Change Request that Qwest allow expedited requests for ordering DSL. Qwest has not completed a written response to Eschelon's Change Request, but it was discussed in a conference call

^{2/} Eschelon Comments at 10-11.

with Qwest and CLECs as part of Qwest's CMP on July 17, 2002. Qwest reminded CLECs that Qwest had previously notified the CLECs that effective June 21, 2002, Qwest reduced the standard provisioning interval for Qwest DSL with UNE-P and with resold lines, and for Qwest retail operations, from 10 business days to five business days. On the question of whether CLECs may order new DSL service in a shorter-than-standard interval, Qwest also advised CLECs that while a formal process does not exist to install new retail or wholesale Qwest DSL within a shorter-than-standard interval for DSL, CLECs may contact their Service Manager to request expedited service.

C. Qwest Has Implemented Processes to Avoid Disconnection of DSL Service Before the Due Date

7. Eschelon asserts that when it converts a customer from Qwest to Eschelon, the end user customer's DSL service has been disconnected before the due date.^{3/} This issue was also raised in a Change Request from Eschelon, and Qwest has not yet provided a written response to Eschelon, but this issue was also addressed in a CMP conference call with CLECs on July 17, 2002. Qwest advised Eschelon that it had reviewed the CLEC-provided examples of DSL service outages taking place during retail/resale-to-UNE-P conversion activity, and identified root causes. Qwest's internal procedures were modified to eliminate disconnects in error based on order entries. These Qwest procedures changes are transparent to CLECs and CLECs do not have to do anything differently.

^{3/} Eschelon Comments at 11.

8. Additionally, Qwest advised Eschelon and other CLECs during the call mentioned above that the existing escalation and expedite procedures have been refined so that Qwest is better able to respond to CLECs' requests to reconnect DSL service disconnected in error. These procedures have been reviewed with Qwest personnel to ensure that they understand what steps to perform to expedite and/or escalate the restoration of service disconnected in error. The methods and procedures are attached as Confidential Reply Exhibit LAS-1.

D. Migration of Existing Resale CLEC Customers with DSL to UNE-P

9. Eschelon incorrectly states that Qwest has no process to migrate an existing resale CLEC end user customer with DSL to UNE-P without causing the DSL service to be disconnected. ^{4/} Contrary to Eschelon's claim, Qwest does have processes, methods, and procedures for conversions of existing services with Qwest DSL service to UNE-P service with Qwest DSL service. Two examples of internal Qwest methods and procedures are attached as Confidential Reply Exhibit LAS-2 and Confidential Reply Exhibit LAS-3 to this Reply Declaration.

10. To sum up, in response to issues raised by Eschelon in its Change Requests concerning DSL conversions, Qwest has taken several steps to identify and address any problems with conversions of DSL services. First, Qwest formed a special team that meets regularly for the purpose of identifying any problems with Qwest's conversion processes involving existing DSL service and

^{4/} Eschelon Comments at 11-12.

existing resale, retail, and UNE-P services. This team also performs root cause analysis of any problem orders identified, and will initiate implementation of changes to correct any identified problems. Second, Qwest has modified internal procedures to ensure disconnects in error do not occur. Third, Qwest has refined and reviewed escalation and expedite procedures with personnel to ensure that if any disconnects in error do occur, Qwest will respond promptly and efficiently to restore such outages. Fourth, Qwest recently processed approximately 15 conversion orders involving DSL service from Eschelon and Qwest received confirmation that the DSL service was not disconnected in error. On July 18, 2002, Eschelon agreed that it will begin sending to Qwest large volumes of conversion orders with DSL.

II. CHECKLIST ITEM 6 ISSUES ^{5/}

A. Qwest's Application of the Switching Carve-Out Is Consistent with Federal Law and Was Approved by the States Included in This Application

11. AT&T alleged in its comments that Qwest refuses to provide switching or UNE-P when the end user has three or more lines in a wire center instead of three or more lines in a single location. ^{6/} Contrary to this assertion, in no case does Qwest refuse to supply unbundled local switching or UNE-P combinations.

^{5/} WorldCom alleged deficiencies in Qwest's provisioning of customized routing. WorldCom Comments at 34-37. This issue is addressed below in the discussion of Checklist Items 7(II) and 7(III).

^{6/} AT&T Comments at 94-98. The Commission's rule actually applies to *four* or more lines, not three or more as AT&T states. 47 C.F.R. § 51.319(c)(2).

12. According to the *UNE Remand Order*, Qwest may provide unbundled switching and UNE-P at market-based rates in density zone 1 wire centers in the top 50 metropolitan statistical areas that are in Qwest's territory for those end users who have four or more access lines in the excepted wire center, so long as Qwest offers enhanced extended loops ("EELs").^{7/} Qwest has elected to offer unbundled switching and UNE-P at TELRIC rates in these wire centers for end users with four or more lines, even though Qwest is under no obligation to do so.^{8/} Qwest does not refuse to provide unbundled switching and UNE-P, as AT&T is well aware given that this subject was discussed at length, and went to "impasse," in each state 271 workshop concerning Checklist Item 6. Section 9.11.2.5 of Qwest's SGAT provides:

Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLECs end user customer to be served with 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). 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.

13. AT&T contends that application of the switching carve-out should be determined based on the number of lines at an end-user location rather than

^{7/} *UNE Remand Order*, 15 FCC Rcd at 3822-32 (¶¶ 276-99).

^{8/} Qwest is currently charging its TELRIC rates for unbundled switching, including unbundled switching that is part of UNE-P combination services, but continues to reserve the right to charge market-based rates where the switching carve-out applies.

based on the number of lines an end user has in service within a density zone 1 wire center. This issue went to impasse in every state included in this Application, and in each case, the issue was decided in Qwest's favor. The Multi-state Report on Checklist Item 6 recommended:

Applying the FCC's definition to a user with two lines in two separate locations within the density zone would capture customers that fit any practical definition of a small business. However, the interpretation that AT&T urges would not be limited to such limited situations. It would extend to a user with many more lines, subject only to the limit that it have no more than three at any one of many locations. Thus, AT&T's proposed definition does not come closer in more precisely defining what the FCC meant. Moreover, it could be argued that four lines in a single location itself does not make one a medium or large business; yet the FCC has clearly exempted that user from access to unbundled local switching in the relevant Salt Lake City market. Therefore, the most direct approach is to give meaning to the phrase chosen by the FCC, rather than to speculate about the objectives behind it. The language says four lines in the relevant density zone; the rule should apply on a per-customer, not a per-location, basis. This interpretation also gives the FCC credit for recognizing the obvious, which is that multiple locations are common for business customers. It is likely that the FCC therefore would have inserted the added language it takes to adopt AT&T's interpretation, had that been its intent. ^{9/}

14. The Colorado Commission held as follows:

The exception to the national unbundling requirement was designed to be "an administratively simple rule." The four-line limit was an estimate by the FCC of the number of lines that separates the "mass market" (primarily residential and small business services) from the medium and large business market.

^{9/} Multi-state Facilitator Report on Checklist Items 2, 4, 5, and 6 at 95-96. The Idaho PUC, Iowa Utilities Board, and Nebraska PSC all adopted the Multi-state Facilitator's resolution of this issue; the North Dakota PSC found that the issue was inapplicable in North Dakota. See ROC I Application, Unbundled Switching Declaration of Lori A. Simpson and Karen A. Stewart at ¶ 21.

The FCC indicated that residential customers rarely have more than two lines. It is even less likely that a "mass market" end-user would have more than a total of four access lines in multiple locations. However, I will digress and provide a brief hypothetical that serves to illustrate why AT&T's proposal is a thinly-veiled attempt to avoid the unbundling exemption. Under AT&T's interpretation of the rule, if an end-user that operates a "small chain" business has three access lines in three separate locations, the unbundling exemption would not apply. However, if one end-user that operates a "medium-sized" business in a single location has five access lines, the exemption would apply. Of course, the small business end-user would have a total of nine access lines and the medium business owner five. Under Qwest's interpretation of the rule, in both situations the unbundling exemption would apply. To the disinterested observer, Qwest's interpretation is obviously more reasonable.

The FCC recognized that its rule, as is the case with most bright-line rules, would be both over-inclusive and under-inclusive at the margins. Qwest's interpretation fits within the plain meaning of the FCC's rule. It also minimizes the absurd results that might arise, as illustrated in the foregoing discussion. While I recognize that the FCC limited the exemption in order to encourage competition in the residential and small business markets, it is ultimately irrelevant whether the access lines are counted on a per-wire center or per-location basis in achieving this result.

Qwest's SGAT section 9.11.2.5 is acceptable.^{10/}

15. In short, Qwest's policy of counting lines on a per-customer basis for purposes of the switching carve-out was approved by the regulatory agencies of all of the states included in this Application. Furthermore, Qwest's policy is consistent with current federal law on the switching carve-out. In the *UNE Remand Order*, the Commission provided:

We find that, where incumbent LECs have provided nondiscriminatory, cost-based access to combinations of loop and

^{10/} *Colorado PUC Hearing Commissioner Volume IVA Resolution Decision at 40-43 (footnotes omitted).*

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 lines within density zone 1* in the top 50 metropolitan statistical areas (MSAs). ^{11/}

16. The Commission has since identified the parameters of the carve-out as a subject for consideration in its triennial UNE review. ^{12/} Given that the Commission has not yet ruled definitively on how to count lines for purposes of the switching carve-out, and given that notwithstanding how lines are counted, Qwest is offering unbundled switching in every location at TELRIC rates, Qwest's current position on this issue is fully compliant with federal law.

B. Qwest Has Addressed Tandem Switch Failures Promptly and in a Manner Consistent with Its Usual Business Relationships with CLECs

17. Eschelon claims that Qwest has had six tandem failures in the last three months, causing customer problems in Minnesota, Washington, Utah, and Oregon. ^{13/} However, this allegation includes no evidence of discriminatory

^{11/} *UNE Remand Order*, 15 FCC Rcd at 3808-09 (¶ 253) (emphasis added).

^{12/} *Triennial UNE Review NPRM*, 16 FCC Rcd at 22806-08 (¶¶ 56-59). The Commission's Wireline Competition Bureau has indicated that lines should be counted on a per-location basis. *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, ¶¶ 360-63 (July 17, 2002). However, that decision was not in effect when Qwest filed its Application in this proceeding. Furthermore, Qwest's position on this issue is different than the position Verizon took in that proceeding. Verizon proposed to count all of a customer's lines in an entire LATA, whereas Qwest counts only a customer's lines within a single Density Zone One wire center.

^{13/} Eschelon Comments at 28-30.

treatment by Qwest, is not relevant to a Section 271 inquiry, and need not be addressed by the Commission in its review of Qwest's 271 Application.

18. First, given that these outages did not occur in any of the five states included in this Application, they should not be considered here. Furthermore, even if considered relevant, these outages affected Qwest's retail end users in the same manner as CLECs' end users. Accordingly, these issues do not raise any discrimination issues: any impact on CLECs and their customers as a result of these outages was also experienced by Qwest's retail operations and retail end users.

19. Eschelon notes that it asked Qwest to prepare a letter assuming responsibility for the tandem failures, which Eschelon planned to pass on to its end user customers. Qwest has advised Eschelon that it will supply a confidential letter to Eschelon concerning any outages that are not publicly reported on the FCC's web site. Qwest has also advised Eschelon that it may share the information contained in Qwest's letters with its end users. However, Qwest does not have a relationship with a CLEC's end users and does not agree that correspondence Qwest sends to its customer, the CLEC, should be forwarded to a CLECs' end users. Eschelon's suggestion that Qwest provide a letter to Eschelon's end users is inconsistent with the standard practice and desire of CLECs and of Qwest to exclude Qwest from a direct relationship with CLECs' end users.

20. Finally, Qwest has completed a verification of facility assignments (at Eschelon's request) and has verified that Eschelon's facility assignments are equally distributed in Qwest's switching equipment and are therefore no more vulnerable to outage occurrences than Qwest's own facilities are.

III. CHECKLIST ITEMS 7(II) and 7(III) ISSUES

A. WorldCom's Request Should Be Decided in a State Interconnection Agreement Proceeding, or in the Alternative, the Commission's Current 411 Presubscription Docket

21. Although WorldCom actively participated in every Qwest Section 271 proceeding concerning Checklist Item 6 (Unbundled Local Switching) and Checklist Items 7(II) or 7(III) (Directory Assistance ("DA") and Operator Services) in the five states that are the subject of this Reply Declaration, WorldCom did not raise or comment upon this issue, or *any* issue concerning customized routing ("CR") in *any* of those state workshops and hearings.^{14/} In fact, WorldCom first submitted its request for what it denotes "customized routing" to Qwest in April, 2002. WorldCom's request, to the extent that it requires regulatory intervention, should be resolved at the state level as an interconnection agreement interpretation matter. WorldCom's request is not an

^{14/} WorldCom did raise one pricing issue related to customized routing in the the Colorado cost docket, arguing against Qwest's ICB pricing for customized routing. The Colorado Commission ruled against WorldCom, finding that Qwest's ICB pricing (331T rates) should "remain in effect until a standard priced customized routing offering is in place." *Colorado Pricing Order* at 106-07; *Colorado Pricing Reconsideration Order* at 80-81.

appropriate issue to raise for the first time at the federal level in the context of Qwest's Section 271 Application.^{15/}

22. As further discussed below, Qwest stands ready to provide customized routing to WorldCom in the nondiscriminatory manner specifically enumerated in WorldCom's interconnection agreements. No CLEC has previously requested CR let alone that Qwest supply routing to the CLEC's directory assistance or operator services platform in the manner that WorldCom has requested. Accordingly, Qwest does not have a CR solution available today that will satisfy WorldCom's request. While WorldCom refuses to acknowledge the clear language of its interconnection agreements – which WorldCom freely negotiated with Qwest under the auspices of the relevant state regulatory agencies – Qwest remains willing to meet with WorldCom to discuss a mutually beneficial business solution. Qwest welcomes any opportunity for a “win/win” business solution for WorldCom and for Qwest in resolving WorldCom's request. To this end, Qwest has sent letters to WorldCom asking that the two companies collectively pursue a solution satisfactory to both, but WorldCom has not agreed to do so.^{16/}

^{15/} In fact, WorldCom requests that Qwest provide it with a CR solution unique to WorldCom throughout Qwest's entire 14-state region, despite the fact that WorldCom does not even have interconnection agreements with Qwest in six of those states. Of the five states covered by this Section 271 Application, WorldCom's MCI Metro affiliate has interconnection agreements with Qwest in Colorado, Iowa and Nebraska, but not in Idaho or North Dakota.

^{16/} See Reply Exhibit LAS-4. Qwest has repeatedly indicated to WorldCom its willingness to achieve a workable solution unique to WorldCom, of which the letter attached as Reply Exhibit LAS-4 is but the latest example.

23. Qwest is hopeful that if the parties meet for the purpose of identifying a workable solution, WorldCom will be able to provide specific technical information concerning the solution it receives from other Bell operating companies ("BOCs"). This will assist Qwest in understanding what is technically possible and under what circumstances. If WorldCom will not agree to work with Qwest in good faith to identify a solution unique to WorldCom that both parties find acceptable and feasible, Qwest can hardly be faulted. In any case, as further discussed below, WorldCom's request is not even a request for CR, but rather for 411 presubscription. As such, WorldCom's request should be considered in the context of the FCC's current rulemaking on 411 presubscription.

B. Qwest Stands Ready to Provide Nondiscriminatory Customized Routing

24. Assuming for purpose of argument that WorldCom's CR extraordinary request (1) is not at its core a state interconnection agreement interpretation matter, and (2) is actually a request for CR and not for 411 presubscription, I next describe WorldCom's request in terms of CR.

25. Qwest offers CLECs customized routing that includes implementation of unique line class codes in Qwest's end office switches, to be associated with certain specified classes of a CLEC's calls (e.g., "411" calls) that originate in the switches. Such specified CLEC classes of calls, from CLEC resold or UNE-P lines, or from unbundled switching elements, may then be routed, by use of the line class codes, to CLEC-dedicated transport and trunks

from Qwest's end offices, including unique Feature Group D ("FGD") trunks for WorldCom, for delivery to the CLEC or the CLEC's third party DA or operator services platform. WorldCom must put in place unique FGD trunks terminating at the Qwest end offices where its end users will originate 411 calls so that such calls may be sent to WorldCom's interLATA Point of Presence ("POP").

26. WorldCom must also be able to recognize the digits "411" at its POP and to further route these calls as it chooses. This is the CR provided for in WorldCom's contract amendment to its Colorado interconnection agreement.^{17/} The amendment, which was negotiated in good faith and agreed to in mid-2001, includes terms and conditions for customized routing, including routing to unique FGD trunks. As described in detail in my direct declaration concerning Checklist Item 6 (Unbundled Switching) Qwest has undertaken a bench test that demonstrates that Qwest is ready, willing, and able to supply CR as described in WorldCom's interconnection agreement.^{18/}

27. In contrast to the CR provided for in WorldCom's interconnection agreement, WorldCom requests that Qwest place an IXC number ("PIC") on certain WorldCom end user types of traffic, such as "411" calls, convert the dialed digits "411" to a 10 digit number in the form of NPA-555-xxxx, to transport such calls over Qwest's shared transport to WorldCom's FGD trunk groups that terminate at Qwest's tandems, and thus to deliver the calls to WorldCom's

^{17/} The language concerning customized routing using WorldCom's FGD unique trunks appears in an amendment to the Colorado interconnection agreement, but does not appear in the Iowa and Nebraska agreements.

interLATA POP for delivery to WorldCom's DA platform. WorldCom calls for Qwest to implement changes in its Lucent switches by procuring a secure software license for a switch feature from Lucent Technologies, and implement the feature, which is referred to in the Lucent product materials as "presubscription for alternate local service provider to access directory assistance, operator assistance, or other local services".^{19/} Such calls would thus be handled in Qwest's network in the same manner as equal access FGD signaled intraLATA and interLATA calls. While such a feature is available from Lucent, many modifications to Qwest's maintenance, provisioning, administrative, and billing systems would be required to make this "third PIC" switch feature work. This would be a large, time-consuming, and costly undertaking.

28. Furthermore, no technically feasible solution for Qwest's entire network has been identified that would accommodate WorldCom's request. Qwest's network is also composed of Nortel and Ericsson switches in addition to its Lucent switches, but there is no switch feature available to accomplish what WorldCom wants in Qwest's Nortel and Ericsson host and remote switches, nor is there an industry-defined standard available.^{20/}

^{18/} See Simpson Unbundled Switching Decl. at 24-25.

^{19/} Lucent Technologies Document No. 235-190-115 – 5ESS® Switch Local and Toll System Features, Feature Document 5E13 and Later Software Releases, Subsection 3.11 – Alternate Local Service Provider Routing.

^{20/} Only roughly 40 percent of Qwest's switches are Lucent switches allegedly capable of working with WorldCom's proposal, while Nortel and Ericsson

29. Qwest has offered to supply CR in a manner consistent with the CR described in WorldCom's interconnection agreement. In the alternative, because WorldCom's request differs substantially from the CR that is offered by Qwest and differs substantially from what is provided for in WorldCom's interconnection agreement, Qwest has requested that WorldCom submit a bona fide request ("BFR") for the service.

30. WorldCom, however, does not wish to have Qwest provide the CR described in its interconnection agreement, which would presumably require WorldCom to install additional FGD trunks to terminate at Qwest's end offices, and WorldCom does not wish to perform technical work in its network so that it can recognize the digits dialed by its end user (e.g., "411"). WorldCom does not agree to submit a BFR so that Qwest may explore other options that WorldCom may be aware of from its experiences with other BOCs. As noted above, Qwest would like to work with WorldCom to pursue a workable solution for both parties, but WorldCom must cooperate in that undertaking.

C. WorldCom's So-Called CR Request is Actually a Request for 411 Presubscription

31. WorldCom's request for 411 presubscription exceeds what Qwest is required to do in the context of Checklist Item 6, and CR. As stated above, in its request, WorldCom asks that Qwest procure a secure software license for a switch feature from Lucent Technologies, and implement the feature, which is

switches make up approximately 49 and 11 percent, respectively of Qwest's total switches.

referred to as presubscription for alternate local service provider to access directory assistance, operator assistance, or other local services. Such calls would thus be handled in Qwest's network in the same manner as equal access FGD signaled intraLATA and interLATA calls are handled. As already noted above, this Lucent Technologies software is available for Qwest 5E switching only. Nortel and Ericsson have not yet developed similar software or features for Qwest DMS-10, DMS100 or AXE switches.

32. There is currently a Notice of Proposed Rulemaking before the Commission regarding 411 presubscription.^{21/} Qwest is not able to distinguish a difference between what WorldCom seeks *via* the Commission's 411 presubscription proceeding and WorldCom's present request to Qwest. Thus, to the extent that the Commission feels obligated to address WorldCom's so-called CR request, it should do so in the context of the pending Commission *411 Presubscription NPRM* on 411 presubscription, not in Qwest's Section 271 Application.

IV. CHECKLIST ITEM 14 ISSUES

A. Qwest's Retail End User DSL Services Are Available for Resale

33. AT&T asserts that Qwest fails to make available for resale services that Qwest provides to Microsoft Network, L.L.C., noting that the matter is the

^{21/} *Provision of Directory Listing Under the Communications Act of 1934, As Amended, The Use of N11 Codes and Other Abbreviated Dialing Arrangements, Administrations of the North American Numbering Plan, Notice of Proposed Rulemaking, CC Docket Nos. 99-273, 95-105, 92-237, FCC 01-384 (rel. Jan. 9, 2002) ("411 Presubscription NPRM").*

subject of a Petition for Declaratory Ruling by Qwest.^{22/} WorldCom complains that Qwest does not provide DSL service to many CLEC-voice customers.^{23/} In fact, Qwest makes available to CLECs the DSL telecommunications service that is provided at retail to Qwest's retail end users, both for resale at a wholesale discount with resold lines, and with CLECs' UNE-P combination services.

34. The services about which AT&T and WorldCom complain is Qwest's bulk DSL transmission services that it provides to Microsoft Network, L.L.C. ("MSN"). ISPs, such as Microsoft Network, L.L.C. ("MSN") and America OnLine, purchase DSL transmission service from Qwest on a wholesale basis. ISPs may then bundle the DSL transmission service with content and provide that bundled DSL/ISP service to the ISP's end users. The ISP is Qwest's customer of record for the DSL transmission service; the end user is the ISP's customer, and is not Qwest's customer. Additionally, the ISP, not Qwest, provides the content in the bundled DSL/ISP services. Thus, it is the ISP, such as MSN, and not Qwest, which provides the bundled DSL/ISP service to the end user. Furthermore, MSN is not a Bell Operating Company or an incumbent local exchange carrier, and MSN is not obligated under the Telecommunications Act of 1996 to provide its services for resale. Nor are MSN and other ISPs parties to the SGAT. Accordingly, Qwest cannot require a third party ISP to provide its bundled DSL/ISP service for resale by CLECs.

^{22/} AT&T Comments at 104-106.

^{23/} WorldCom Comments at 26-27.

35. These facts are not changed because Qwest has a billing and collection arrangement with MSN whereby the MSN Broadband service appears on the Qwest bill. MSN, not Qwest, has a true customer relationship with the end user consumers of the bundled DSL/ISP end user service. Furthermore, other ISPs can enter into a similar billing and collection arrangement with Qwest such that their service would appear on the Qwest bill. The FCC has determined that “advanced telecommunications services sold to Internet Service Providers as an input component to the Internet Service Providers’ retail Internet service offering shall not be considered to be telecommunications services offered on a retail basis that incumbent LECs must make available for resale at wholesale rates to requesting telecommunications carriers.”^{24/} That rule alone is dispositive here, because it makes no exception for cases in which an ILEC acts as a marketing or billing agent for the ISP. MSN, not Qwest, has the retail relationship with these customers. In any event, the Commission has tentatively concluded that section 251(c)(4) is inapplicable to a BOC’s provision of bundled DSL information services,^{25/} and it has categorically rejected the

^{24/} 47 C.F.R. § 51.605(c). *See also Second Report and Order, Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Rcd 19237 (1999), *aff’d*, *Association of Communications Enterprises v. FCC*, 253 F.3d 29 (D.C. Cir. 2001); *Arkansas/Missouri 271 Order*, 16 FCC Rcd at 20758-59 (¶ 80) (concluding that Southwestern Bell Telephone’s tariffed DSL transport service provided to unaffiliated ISPs is a wholesale service offering that is not a “telecommunications service sold at retail”; consequently Southwestern Bell Telephone “is not required to offer it at a resale discount pursuant to section 251(c)(4).”).

^{25/} *See Appropriate Framework for Broadband Access to Internet Over Wireline Facilities; Universal Service Obligations of Broadband Providers;*

contrary position as a basis for opposing a Section 271 application.^{26/} Thus, even if Qwest could be said to provide a bundled DSL information service to end users “at retail” (which it cannot), doing so would trigger no resale obligations under section 251(c)(4) even if MSN played no role in the provision of that service at all. Moreover, any interactions that Qwest may have with the end user consumers of MSN’s DSL *information service* could not logically transform the separate bulk DSL *transmission service* that Qwest sells to MSN into a “retail” service. Finally, even if there were some ambiguity about the proper resolution of this dispute, a 271 proceeding is not the forum for resolving novel interpretive issues.^{27/}

B. Qwest Has the Right to Engage in Commercial Free Speech

36. AT&T disputes the resolution by the Colorado Commission concerning Qwest’s marketing discussions with resale customers who mistakenly contact Qwest, and AT&T incorrectly implies that Qwest is improperly

Computer III Further Remand Proceedings: Bell Operating Company Provision of Enhanced Services; 1998 Biennial Regulatory Review – Review of Computer III and ONA Safeguards and Requirements, Notice of Proposed Rulemaking, CC Docket Nos. 02-33, et al., FCC 02-42, 17 FCC Rcd 3032-33 (¶¶ 24-25) (Feb. 15, 2002) (FCC tentatively concludes that a bundled offering of DSL and Internet access service is an “information service” and not a “telecommunications service”); see also Association of Communications Enterprises v. FCC, 253 F.3d 29 (D.C. Cir. 2001) (affirming FCC’s holding that ILECs need not offer CLECs a wholesale discount on DSL telecommunications services that are available exclusively on a wholesale basis to Internet Service Providers or other carriers).

^{26/} See *Arkansas/Missouri 271 Order*, 16 FCC Rcd at 20759-60 (¶ 82).

^{27/} See *id.*

marketing on misdirected calls.^{28/} This issue was fully discussed and ruled upon in the Colorado workshops on Resale, and the Hearing Commissioner and the Colorado Commission ruled in Qwest's favor. Qwest's position regarding this issue is summarized in Qwest's brief to the Colorado Commission in Docket No. 97I-198T, which is excerpted at Reply Exhibit LAS-5, attached hereto.

37. The Colorado Hearing Commissioner agreed that Qwest's position was correct, and refused to restrict Qwest from marketing to CLEC customers who mistakenly contact Qwest, finding that such a restriction of commercial speech was not contemplated by Section 222 of the Act, would be an impermissible government restriction of the right to free speech granted by the First Amendment and that such a restriction of commercial speech would actually limit, rather than promote, competition.^{29/} As the Colorado Hearing Commissioner observed,^{30/} and as AT&T concedes,^{31/} competitive carriers are permitted to market to such callers. The Colorado Hearing Commissioner concluded that the Act's purpose of opening a market to competition did not justify asymmetrically prohibiting Qwest from marketing to mistaken callers, while allow the practice for others.^{32/} As held by the Colorado Commission,

^{28/} See AT&T Comments, Wilson Decl. at ¶ 76.

^{29/} *Colorado PUC Hearing Commissioner Volume IIA Resolution Decision* at Section II V at ¶ e.

^{30/} *Id.*

^{31/} AT&T Comments at Wilson Declaration at ¶ 76.

CLECs and Qwest should be allowed discuss its products and services with callers to its offices.

C. Qwest Provides LADS for Resale by CLECs in the Same Manner as Qwest Provides LADS to Its Retail End Users

38. Vanion asserts that Qwest unreasonably restricts the resale of a Qwest retail service called local area data service (“LADS”) because there is no process to remove bridged tap and/or load coils.^{33/} Vanion, which resells LADS, submitted a Change Request via Qwest’s CMP to request that Qwest implement a process for removal of bridged taps from Vanion’s resold LADS circuits. Qwest replied to Vanion, denying that request.^{34/} I will summarize this issue and Qwest’s response.

39. Vanion is attempting to use LADS for high speed data transmission service. Qwest’s LADS is a low speed private line transport service. Therefore, LADS does not require and is not dependent upon the removal of bridged taps in order to meet the technical specifications for the service as described in Qwest’s Technical Publication 77314. Additionally, LADS is provided over non-loaded metallic facilities, as is described in Qwest’s retail Tariff and Technical

^{32/} See *Colorado PUC Hearing Commissioner Volume IIA Resolution Decision* at Section II V at ¶ e.

^{33/} See Vanion Comments at 3-5.

^{34/} Qwest’s response to Vanion’s Change Request is included in the record of Qwest’s ROC II Application and is located in the CD binder for the ROC II Application on page 13, Sleeve D. The disk is entitled “Appendix O – Change Management Process.” The Qwest response to Vanion is located in Volume 1, Tab 745. The file name is O_1_0745. The specific response to Vanion is located on pages 32-23 of that file.

Publication. Qwest provides resale services on the same terms and conditions to reseller CLECs as they are provided to Qwest's retail end users, except for price. Qwest does not remove bridged taps from LADS at the request of Qwest's retail end users, and accordingly, Qwest does not provide LADS for resale by CLECs in this manner.

D. Qwest Provides DSL Service for Resale by CLECs in the Same Manner as DSL Service is Provided to Qwest Retail End Users

40. Vanion complains that CLECs are unable to order for conditioning of its resold flat rated business ("1FB") lines so that it may provide resold "Megabit" services with those lines.^{35/} As Vanion noted in its comments, Eschelon has issued two Change Requests ("CRs") to Qwest concerning ordering and provisioning resold DSL service, and Qwest responded to Eschelon denying both the requests.^{36/} To summarize the requests and Qwest's responses, in the first CR, Eschelon requested that Qwest manually analyze the available loops serving the end user's location that is associated with new resale POTS orders, and that Qwest install new POTS on a loop that supports DSL, if available.

41. Qwest responded that Qwest does not offer or perform this type of pre-analysis of loops for its retail end-users ordering POTS, and accordingly,

^{35/} See Vanion Comments at 7-8.

^{36/} Qwest's responses to Eschelon's Change Requests are included in the record of Qwest's ROC II Application and are located in the CD binder for the ROC II Application on page 13, Sleeve D. The disk is entitled "Appendix O – Change Management Process." The Qwest responses to Eschelon are located in Volume 1, Tab 593 of Appendix O.

would not do so for resold POTS. The mechanized system that qualifies loops for DSL requires that a loop be in place in order to perform the loop qualification check. In order for Qwest to perform the loop analysis up-front before completing a new POTS order, as requested by Eschelon, Qwest would have to remove the POTS order from the automatic facility assignment flow and manually qualify and assign facilities for the new POTS line. Qwest cannot replace its mechanized process with a manual process. In addition, Qwest has made extensive investments in the loop qualification tool and process to make it useful and efficient. If the line on which the DSL is desired is not yet installed, then an order for new line service is required, and a second order for DSL service is required. This applies for CLECs and for Qwest retail operations. The loop assignment process is also the same for Qwest retail operations and for reseller CLECs.

42. Vanion comments on the fact that it sometimes orders DSL service to find out that the facilities serving the line are not qualified for DSL. To avoid this situation, Vanion and other CLECs can use the Loop Qualification Tool to check whether DSL is available on a POTS line before placing the order for it. . The Qwest DSL for Resale portion of the Loop Qualification Tool is based on the tool used by Qwest retail to qualify its loops for DSL and can be used to qualify potential customers for resold Qwest DSL service. By using this tool, Vanion can avoid placing orders for DSL when it will not be available.^{37/} This tool relies

^{37/} See Declarations of Lynn Notarianni and Christi Doherty for additional details concerning Loop Qualification.

upon the same source data and criteria Qwest's retail representatives use to check loop qualification for providing retail DSL service. CLECs can access the Loop Qualification Tool in the IMA-GUI, IMA-EDI, or can check facility information by contacting the Interconnect Service Center.

43. The second CR from Eschelon requested that Qwest provide line conditioning service for existing resold POTS lines so the reseller can resell DSL on lines that otherwise are not qualified for DSL. Qwest responded to Eschelon that Qwest does not offer conditioning to its retail end users on POTS lines, and so such a service is not available for resold lines. ^{38/}

E. Qwest Provides Public Access Lines for Resale by CLECs

44. Contrary to the assertion of the Payphone Associations, ^{39/} Public Access Lines ("PALs") are currently available for resale by CLECs in all five states that are the subject of this 271 application; moreover, PAL is presently available for resale in all 14 Qwest states. ^{40/} The SGAT for each state, at Section 6.1.1 provides that all telecommunications services offered "at retail" to end users that are not telecommunications carriers are available for resale, as follows:

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail

^{38/} As discussed in the Declaration of William M. Campbell, Qwest does provide conditioning of unbundled loops. See Campbell Loops Decl. at ¶¶ 35-38, 46-48.

^{39/} See Payphone Associations et al. Comments at n.3.

^{40/} See Qwest July 24 Ex Parte at Question 10.

Simpson Checklist Items 2, 6, 7(II & III), & 14 Reply Declaration

Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

45. In addition, the SGAT for each state lists services not available for resale in Section 6.2.2, and PAL is not listed there. The Independent Payphone Providers ("IPPs"), also referred to as payphone providers ("PSPs"), are apparently attempting to use the Exhibit A to the SGAT for each state to determine what services are available for resale. However, the Exhibit As to the SGATs do not include an exhaustive list of services available for resale, and are not intended to serve that purpose. The Exhibit As to the SGATs provide a general summary of the wholesale discounts for various resale services or categories of resale services.

46. The IPPs have no standing to comment about the wholesale discounts applicable to resale of PAL. The Commission previously has determined that independent payphone providers are not "telecommunications carriers" and, therefore, are not eligible for wholesale discounts. The Commission held as follows:

With regard to independent public payphone providers, however, we agree with the American Public Communication Council's argument that such carriers are not "telecommunications carriers" under section 3(44). We therefore also agree with the American Public Communications Council's contention that the services independent public payphone providers obtain from incumbent LECs are telecommunications services that incumbent LECs provide "at retail to subscribers who are not

telecommunications carriers” and that such services should be available at wholesale rates to telecommunications carriers. *Because we conclude that independent public payphone providers are not “telecommunications carriers,” however, we conclude that incumbent LECs need not make available service to independent public payphone providers at wholesale rates. This is consistent with our finding that wholesale offerings must be purchased for the purpose of resale by “telecommunications carriers.”* ^{41/}

Thus, although PAL has been determined to be a service subject to resale, only CLECs, not independent public payphone providers, are entitled to receive a wholesale discount.

47. The discounting of PAL service currently varies from state to state depending on the orders of the state regulatory authorities. ^{42/} The Colorado Commission specifically found that the cost of selling PALs to CLECs would be no different than the cost of selling to IPPs. ^{43/} Thus, the Colorado Commission determined that there were no avoided retailing costs and that the wholesale discount would be set at zero percent. ^{44/} Consistent with the avoided cost study employed by the Iowa Utilities Board, the Basic Business Exchange discount rate of 18.50% is currently being applied to PAL. ^{45/} In Idaho, Nebraska and

^{41/} *Local Competition First Report and Order*, 11 FCC Rcd at 15936 (¶ 876) (emphasis added).

^{42/} *See Qwest July 24 Ex Parte* at Question 10.

^{43/} *Colorado PUC Tariff Sheets Suspension* at Section I.W.c, *affirmed*, *Colorado PUC Tariff Sheets Suspension Reconsideration* at Section I.B.12 (Docket No. 96S-331T, adopted September 9, 1997).

^{44/} *Id.*

^{45/} By definition, pursuant to IOWA ADMIN. CODE § 199-22.3(5), PAL is considered to be a business exchange service.

North Dakota, discount percentages for PAL would be subject to the standard state composite discount rate ordered by the Commissions in each state because the State Commissions did not address or specifically order a PAL discount rate in their orders and these states do not have a specific basic business service discount rate. Those discounts are: 18.25% for Northern Idaho; 19.37% for Southern Idaho; 16% for Nebraska; and 16.15% for North Dakota. Qwest will add language to the SGAT Exhibit A's for those three states to clarify the resale discounts that apply to PAL. ^{46/}

F. Qwest Makes Frame Relay Service and Asynchronous Transfer Mode Components Available for Resale at the Wholesale Discount

48. In response to New Edge's concern regarding the resale discount for Stand-Alone Access Link and Network-to-Network Interfaces that may be used with Frame Relay Service ("FRS") and such components as may be used with Asynchronous Transfer Mode ("ATM") service, ^{47/} Qwest has now determined

^{46/} Contrary to the assertion of the Payphone Associations, *see* Payphone Associations et al. Comments at n.3, Qwest believes that its retail PAL rates in the application states are reasonable, and disagrees with the Payphone Associations' characterization of Qwest's rates and the Commission's Order in *Wisconsin Public Service Commission*, 17 FCC Rcd 2051 (2002). *See* Qwest July 24 Ex Parte at Question 10. More fundamentally, this issue is entirely outside the scope of this Section 271 proceeding. Qwest's compliance with an FCC order on payphone access line pricing (or Section 276 of the Act) is irrelevant to the matter of Section 271 compliance. Allegations relating to competition in the independent payphone industry are not a "public interest" matter that is relevant to a section 271 application. *See, e.g., New Jersey 271 Order* at ¶ 190 (allegations do not relate to the openness of the local telecommunications markets to competition are not a basis for denial or delay under the public interest standard of a Section 271 application).

^{47/} *See* New Edge Comments at 10-11.

that the same wholesale discount rate that applies to the FRS and ATM service also applies to the Stand-Alone Access Link and Network-to-Network Interfaces that may be used with FRS and that the wholesale discount also applies to such components available with ATM service. This information was provided to CLECs on July 25, 2002. ^{48/}

V. CONCLUSION

49. Commenters have not identified any areas where Qwest's policies and practices are inconsistent with federal law or with the final orders of the states included in this Application. Therefore, none of the issues addressed in this Reply Declaration should prevent the Commission from approving Qwest's Application. All of the State Regulators have found that Qwest provides competitors with nondiscriminatory access to UNEs, unbundled switching, directory assistance and operator services, and resale in compliance with Checklist Items 2, 6, 7(II & III), and 14, respectively. This Commission should do the same.

50. This concludes my Reply Declaration.

^{48/} See Reply Exhibits LAS-6 and LAS-7.

Simpson Checklist Items 2, 6, 7(II & III), & 14 Reply Declaration

VERIFICATION

I declare under penalty of perjury that the foregoing is true and
correct.

Executed on July ___, 2002.

Lori A. Simpson

**SIMPSON CHECKLIST ITEMS 2, 6, 7(II & III) & 14 REPLY DECLARATION
GLOSSARY OF CITATIONS
WC DOCKET 02-148**

Short Form	Full Description
ROC I Application	Consolidated Application for Authority to Provide In-region InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota (F.C.C. Docket No. 02-148, June 14, 2002)
ROC II Application	Consolidated Application for Authority to Provide In-region InterLATA Services in Montana, Utah, Washington and Wyoming (F.C.C. Docket No. 02-189, July 12, 2002)
<i>Colorado PUC Hearing Commissioner Volume IIA Resolution Decision</i>	<i>Investigation into U S WEST Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996, Hearing Commissioner Order, Resolution of Volume IIA Impasse Issues; Docket. No. 97I-198T, Decision No. R01-848 (Colo. Pub. Utils. Comm'n, Gifford, Hr'g Comm'ner, Aug. 17, 2001)</i>
<i>Colorado PUC Hearing Commissioner Volume IVA Resolution Decision</i>	<i>Investigation Into Qwest Communications, Inc.'s Compliance With § 271(c) of the Telecommunications Act of 1996, Hearing Commission Order Resolving Volume IVA Impasse Issues; Docket No. 97I-198T, Decision No. R01-846 (Colo. Pub. Utils. Comm'n., Gifford, Hr'ng Comm'ner, Aug. 16, 2001)</i>
<i>Multistate Facilitator's Report on Checklist Items 2, 4, 5, and 6</i>	<i>Multistate Facilitator's Report on Checklist Item 2 (Unbundled Network Elements), Checklist Item 4 (Access to Unbundled Loops), Checklist Item 5 (Access to Unbundled Local Transport) and Checklist Item 6 (Access to Unbundled Local Switching)(Aug. 20, 2001)</i>
<i>Arkansas/Missouri 271 Order</i>	<i>Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance; Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Arkansas and Missouri, Memorandum Opinion and Order, CC Dkt. No. 01-194 (rel. Nov. 16, 2001);</i>

Short Form	Full Description
<i>New Jersey 271 Order</i>	<p>FCC 01-338, 16 FCC Rcd 20719 (2001)</p> <p><i>Application by Verizon New Jersey Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization To Provide In-Region, InterLATA Services in New Jersey, Memorandum Opinion and Order, WC Docket No. 02-67 (rel. June 24, 2002) FCC 02-89</i></p>
<i>Local Competition First Report and Order</i>	<p><i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, First Report and Order, FCC 96-325, 11 FCC Rcd 15499 (1996)</i></p>
<i>Triennial UNE Review NPRM</i>	<p><i>Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, o Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, Notice of Proposed Rulemaking, FCC 01-361, 16 FCC Rcd 22781 (2001).</i></p>
<i>UNE Remand Order</i>	<p><i>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98 (rel. Nov. 5, 1999); FCC 99-238, 15 FCC Rcd 3696 (1999)</i></p>
<i>Qwest July 24 Ex Parte</i>	<p><i>Notice, D. Sieradzki to M. Dortch, response to inquiries regarding Qwest's pricing unbundled network elements, interconnection and collocation (F.C.C. Docket No. 02-148, July 24, 2002)</i></p>
<i>AT&T Comments</i>	<p><i>Comment, AT&T Corporation Comments and Motion for Leave to File in Excess of 100 Pages (F.C.C. Docket No. 02-148, July 3, 2002)</i></p>

Short Form**Full Description**

Eschelon Comments	Comment, K. Clauson, Eschelon Telecom, Inc., (F.C.C. Docket No. 02-148, July 3, 2002)
Idaho PUC Comments	Other, Written Consultation, W. Stutzman, Idaho Public Utilities Commission (F.C.C. Docket No. 02-148, July 3, 2002)
New Edge Opposition	Oppose, Opposition of New Edge Network, Inc. d/a New Edge Networks (F.C.C. Docket No. 02-148, July 3, 2002)
Payphone Associations et al. Comments	Comment; Arizona Payphone Association, Colorado Payphone Association, Minnesota Independent Payphone Association, and Northwest Public Communications Council (F.C.C. Docket No. 02-148, July 3, 2002)
Vanion Comments	Comment, Vanion, Inc. (F.C.C. Docket No. 02-148, July 3, 2002)
WorldCom Comments	Comment, L. Wright, WorldCom, Inc. (F.C.C. Docket No. 02-148, July 3, 2002)

**Qwest's Call Handling Procedures for Orders for DSL with Resale and UNE-P
Qwest Confidential and Proprietary Document Protected Under Protective Order**

REDACTED FOR PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

Qwest DSL with UNE-P Product Line

Qwest Confidential and Proprietary Document Protected Under Protective Order

REDACTED FOR PUBLIC INSPECTION

Qwest DSL with UNE-P Services Order Examples

Qwest Confidential and Proprietary Document Protected Under Protective Order

REDACTED FOR PUBLIC INSPECTION



Qwest Communications International Inc.
1801 California Street, Suite 2130
Denver, Colorado 80202

Beth Halvorson
Vice President, Wholesale Major Markets
200 S 5th, Suite 2400
Minneapolis, MN 55402

June 21, 2002

Via Electronic Mail and U. S. Mail

Michael Beach
Vice President, Carrier Management
6312 S. Fiddlers Green Circle
Suite 200 East
Englewood, Colorado 80111

Dear Michael:

This letter is in response to your letter of June 7, 2002, regarding your request for additional discussion related to Customized Routing. I would like to take this opportunity to thank you for the opportunity to work with you regarding this matter. In addition, I can ensure you that Qwest is willing to meet this WorldCom request with a mutually beneficial business solution that is supported by the terms and conditions of the respective Interconnection Agreements, as represented in Mr. Gilstrap's letter to Marcel Henry on May 23, 2002.

First of all, I would like to respond to the issues as represented in your letter of June 7, 2002. Your first issue states that Qwest requires Feature Group D (FG D) trunks at every end office where WorldCom has UNE-P customers. As a point of clarification, Qwest will custom route WorldCom OS/DA traffic to the respective unique or direct FG D trunks in support of the respective Interconnection Agreements. In the event WorldCom elects to not order unique or direct FG D trunks to a given end office, this represents a discretionary business decision by WorldCom.

With respect to your position regarding 411 to 10-digit conversion and Bona Fide Request (BFR), I submit that the two issues are directly related. First of all, as stated in Mr. Gilstrap's letter of May 23, 2002, Qwest will deliver OS/DA traffic as dialed by the end user. The existing Interconnection Agreements do not currently support 411 to 10-digit conversion as proposed by WorldCom. However, Qwest has stated a willingness to review this or any other non-standard Customized Routing request under the BFR process. Qwest is not requiring WorldCom to submit a BFR; however, WorldCom is entitled to request services that are not included under the terms of the Interconnection Agreement through this process.

In closing, I truly welcome any opportunity that represents a win/win business solution for WorldCom and Qwest. In the event you have a mutually beneficial solution that you desire to explore, I will be happy to facilitate further discussions regarding this matter. I look forward to your response.

Sincerely,

Beth Halvorson

Cc: Carl Benson, Steve Gilstrap, Marcel Henry, Gordon Martin, Audrey McKenney, Tom Priday

**EXCERPT FROM QWEST'S LEGAL BRIEF DATED MARCH 30, 2001,
BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF
COLORADO IN DOCKET NO. 97I-198T ^{*/}**

**Marketing Services and Products to End-Users Who
Mistakenly Call a Carrier is Within a Carrier's Right to
Commercial Free Speech**

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. AT&T cites no legal authority in support of this position. To Qwest, 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 Sections 6.4.1 and 6.6.3 to address marketing issues. For example, Qwest has proposed that both carriers must refer such callers to their current local 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. Furthermore, AT&T cites no authority for concluding that Qwest may not be allowed to discuss its products and services with callers to Qwest's offices, so long as those discussions are not discriminatory toward CLEC or its services. Nothing, however, should curtail any LEC's ability to disseminate truthful, accurate information about their products

^{*/} Footnote references have been renumbered.

and services. The First Amendment to the Constitution requires nothing less.

Commercial speech is “expression related solely to the economic interests of the speaker and its audience.”^{1/} If commercial speech is accurate, nonmisleading, and about a lawful activity, then the First Amendment protects its dissemination.^{2/} Constitutional protection for commercial speech is premised upon core First Amendment values and the free enterprise system:

So long as we preserve a predominantly free enterprise economy, the allocation of our resources in large measure will be made through numerous private economic decisions. It is a matter of public interest that those decisions, in the aggregate, be intelligent and well informed. To this end, the free flow of commercial information is indispensable.^{3/}

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.”^{4/} 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.⁵ As the 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.”^{6/}

^{1/} *Central Hudson Gas & Electric Corp. v. Public Service Comm’n of New York*, 447 U.S. 557, 561, 100 S. Ct. 2343, 2349 (1980).

^{2/} 447 U.S. at 561-64, 100 S. Ct. at 2349-50.

^{3/} *Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 765, 96 S. Ct. 1817, 1827 (1976).

^{4/} *Virginia Pharmacy*, 425 U.S. at 765, 96 S. Ct. at 1827.

^{5/} *Central Hudson*, 447 U.S. at 534 n.1, 100 S. Ct. at 2331 n.1.

^{6/} *Id.*

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 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. End-users who mistakenly contact Qwest will not be misled into believing that Qwest is the only local service carrier – to the contrary, they will already be using the services of another LEC.

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*,^{7/} 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.^{8/}

The fact that other means of speech are available to Qwest, such as initiating its own calls to customers, does not justify limiting Qwest's ability to market its services to customers who call Qwest.

^{7/} 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.).

^{8/} *Id.* (emphasis added).

For example, a bill insert or a telemarketing campaign may not reach the same group of customers who initiate calls to Qwest. That is one chief reason why “one is not to have the exercise of his liberty of expression in appropriate places abridged on the plea that it may be exercised in some other place.”^{9/} As stated by the Supreme Court in *City of Cincinnati v. Discovery Network, Inc.*,^{10/} the fact that a speaker may have alternative methods to disseminate its speech does not “minimize the significance of the burden” upon Qwest’s rights to free speech, and does not relieve the party seeking to impose the restriction from satisfying the test set out in *Central Hudson*. Moreover, in *Linmark Associates, Inc. v. Township of Willingboro*,^{11/} the Court rejected a ban on “For Sale” signs, despite the fact that the ban left open alternative channels of communication. The Court observed that advertising real estate in newspapers or agent listings could not *effectively* substitute for posting “For Sale” signs – in part because such alternatives were “less likely to reach persons not deliberately seeking sales information.”^{12/}

The *Central Hudson* test is for an intermediate level scrutiny. First, the Commission must determine whether the speech concerns lawful activity and is not misleading. Second, the Commission inquires whether the government interest asserted in support of banning the speech is “substantial.” If these answers are “yes,” then the Commission must determine whether the proposed limitation “directly advances the government interest,” and

^{9/} *Schneider v. State*, 308 U.S. 147, 163, 60 S. Ct. 146, 151-52 (1939); *see also*, *Southeastern Promotions, Ltd. v. Conrad*, 420 U.S. 546, 556, 95 S. Ct. 1239, 1245 (1975).

^{10/} 507 U.S. at 427, 113 S. Ct. at 1515-16 (striking down a news rack ban even though the same commercial magazines could be distributed by other means).

^{11/} 431 U.S. 85, 97 S. Ct. 1614 (1977).

^{12/} 431 U.S. at 93, 97 S. Ct. at 1618 (emphasis added); *see also*, *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S. Ct. 2038 (1994) (Prohibition on residential signs invalid, even though it did not prevent homeowners from “taking out a newspaper advertisement, handing out leaflets on the street, or standing in front of one’s house with a handheld sign,” or even from displaying flags with written messages.).

whether the restriction on speech is “not more extensive than is necessary to serve the government’s interest.” AT&T’s proposed restrictions on Qwest’s speech do not pass this test.

The Commission’s purpose and interest in regulating the provision of telecommunications services is to promote competition and protect consumers. The record in these proceedings is devoid of any showing that limiting the *particular speech that Qwest wants to disseminate* during customer-initiated calls to Qwest advances the state interest of fostering a competitive market or protecting consumers. Here, AT&T carries the burden of showing that limiting Qwest’s commercial speech advances the state’s interest “*in a direct and material way.*”^{13/} This element “is not satisfied by mere speculation or conjecture”; rather, AT&T must demonstrate – actually prove – that “the harms it recites are real and that its restriction will alleviate them to a material degree.”^{14/}

In fact, AT&T’s proposed restrictions affirmatively *disserve* the state of Colorado’s goals. Prohibiting Qwest or any other carrier for that matter from asking consumers whether they want to hear about Qwest’s services will not further the operation of a competitive market. Similarly, prohibiting an accurate description of Qwest’s telecommunications services, or the price of Qwest’s service, does not foster a competitive environment. It is axiomatic that competition is furthered through the exchange of full information on price, discounts, conditions, and product availability because this type of information gives consumers the tools to make informed choices. Limiting commercial speech limits informed choices. As stated by the Supreme Court in its recent discussion of commercial speech, a prohibition against price advertising “will tend to mitigate competition and maintain prices at a higher level than would prevail in a competitively free market.”^{15/}

AT&T’s position assumes that customers are incapable of deciding for themselves whether they even want to hear what Qwest has to

^{13/} *Edenfield*, 507 U.S. at 767, 113 S. Ct. at 1798 (emphasis added); *Rubin*, 514 U.S. at 486-87, 115 S. Ct. at 1592.

^{14/} *Edenfield*, 507 U.S. at 770-71, 113 S. Ct. at 1800; see also, *Rubin*, 514 U.S. at 487, 115 S. Ct. at 1592.

^{15/} *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484, 505, 116 S. Ct. 1495, 1509 (1996) (plurality opinion).

say, and if told, might find the message persuasive. The Supreme Court repeatedly has rejected these paternalistic arguments as a basis for sustaining bans on truthful, nonmisleading, and lawful commercial speech. They should likewise be rejected here.

More to the point, AT&T's position rests on speculation that customers cannot make informed choices. 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."^{16/} That burden "is not satisfied by mere speculation and conjecture,"^{17/} or by "anecdotal evidence and educated guesses."^{18/} Qwest's supposed 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.^{19/}

^{16/} *Edenfield*, 507 U.S. at 770-71, 113 S. Ct. at 1800 (1993).

^{17/} *Id.*, 507 U.S. at 770, 113 S. Ct. at 1800.

^{18/} *Rubin*, 514 U.S. at 490, 119 S. Ct. at 1593.

^{19/} *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.").

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.^{20/}

^{20/} Qwest recognizes that the *Draft Order* in Washington essentially finesses 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 Colorado Commission on the merits.

Attention: Changes have been made to Qwest's Wholesale Markets Web Page URL
<http://www.qwest.com/wholesale/>

Product(s) Impacted: Resale – Frame Relay Service (FRS)

Effective Date: July 26, 2002

Updated information/documentation will be posted to the Wholesale Markets web site that impact Resale – Frame Relay Service (FRS).

This information will be found at URL:
<http://www.qwest.com/wholesale/pcat/resaleframerelay.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description		<p>The components that make up FRS are:</p> <ul style="list-style-type: none"> ADD Network-To-Network Information Transfer (NNIT) –Is available only on a 4-wire basis. The NNIT transfers information between the ACS FRS network and another FRS network. The NNIT includes the associated port, unidirectional PVCs, and ACS Frame Relay switching equipment. It provides bi-directional polling between the ACS FRS network and the other FRS network. ADD Stand-alone Access Link – Connects your end-user's facility to FRS networks provided by service providers other than Qwest. Private Line Transport may be required in conjunction with a Stand-Alone Access Link in order to connect the end-user's serving wire center, or node, with the serving wire center, or node, of another frame relay service provider.
Implementation	Ordering	ADD Design Layout Record (DLR) information about requesting and viewing a DLR is described in the Interconnect Mediated Access (IMA) User's Guide. (Link blue text to: http://qwest.com/wholesale/ima/gui/imauser.html)
Implementation	Provisioning and Installation	DELETE Design Layout Record (DLR) information about requesting and viewing a DLR is described in the IMA User's Guide (Link blue text to: http://www.qwest.com/wholesale/ima/gui/imauser.html) and in the Provisioning and Installation Overview. (Link blue text to http://www.qwest.com/wholesale/clecs/provisioning.html)
Implementation	Training	ADD Frame Relay Service <ul style="list-style-type: none"> This self-directed, web-based product training course provides you with knowledge of the Qwest Frame Relay Service (FRS) In-region. You will learn how FRS works and the options available.

Frame Relay Service provides a data relay service with reliability and performance comparable to Private Line at a lower cost and with greater flexibility. Click here to learn more about this course and to register. (Link blue text to: http://www.qwest.com/wholesale/training/wbt_desc_frs.html)

DELETE Frame Relay Service

- This self-directed, product-training course provides the participant with knowledge of the Qwest Frame Relay Service (FRS) In-region. Participants will learn how FRS works and the options available. Click here to learn more about this course and to register. (Link blue text to: http://www.qwest.com/wholesale/training/wbt_desc_frs.html)



July 25, 2002

Terry Corbell
Sterling Associates
8621 Shadybrooke Drive
North Richland Hills, TX 76180
t.corbell@att.net

TO:Terry Corbell

Announcement Date:	July 25, 2002
Effective Date:	July 26, 2002
Document Number:	PROD.07.25.02.F.00795.
	Frame_Relay_Service
Notification Category:	Product Notification
Target Audience:	Resellers, CLECs
Subject:	CMP- Resale – Frame Relay Service (FRS)
Level of Change:	Level 1
Associated CR Number or System Release Number:	Not Applicable

Summary of Change:

On July 26, 2002, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Resale – Frame Relay Service (FRS).

Updates include:

- Enhancing the Product Description to include Network-To-Network Information Transfer (NNIT) and Stand-Alone Access Link (SAAL) as re-sellable components of FRS.
- Providing information about requesting and viewing a Design Layout Record (DLR) and establishing a hyperlink to access DLR information within the Ordering subsection.
- Removing the hyperlink and reference to DLR from the Provisioning and Installation subsection.
- Modifying the Training subsection to include an updated training course description.

You will find a summary of these updates on the attached Web Change Notification Form. Actual updates to the operational document are found on the Qwest Wholesale Web Site at this URL:
<http://qwest.com/wholesale/pcat/resaleframerelay.html>.

Comment Cycle:

No formal comment cycle applies. If you have any questions on this subject, please submit comments to the CMP Manager at cmpcr@qwest.com.

Qwest appreciates your business and we look forward to our continued relationship.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

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<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc:

Attention: Changes have been made to Qwest's Wholesale Markets Web Page URL
<http://www.qwest.com/wholesale/>

Product(s) Impacted: Resale- Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)

Effective Date: July 26, 2002

Updated information/documentation will be posted to the Wholesale Markets web site that impacts Resale- Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS).

This information will be found at URL: <http://www.qwest.com/wholesale/pcat/resaleatm.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Description		<p>The components that make up ATM CRS are:</p> <ul style="list-style-type: none"> • ADD Stand-alone Optical Access Link (SAOAL) – Connects your end-user's facility to cell relay networks provided by service providers other than Qwest. Private Line Transport mileage may be required in conjunction with a SAOAL in order to connect your end-user's serving wire center or node with the serving wire center or node of another ATM CRS provider. • Central Office Connecting Channel (COCC) – Provides the ongoing interconnection from the multiplexer or other Qwest facility port to an ATM CRS port when your end-user accesses ATM CRS via a private line transport facility. This facility will require either multiplexing to be compatible with ATM CRS transmission speed or port-to-port connectivity. ADD A COCC may be used to connect a SAOAL to a private line transport facility.
Implementation	Ordering	<p>ADD Design Layout Record (DLR) information about requesting and viewing a DLR is described in the Interconnect Mediated Access (IMA) User's Guide. (Link blue text to: http://qwest.com/wholesale/ima/gui/imauser.html)</p> <p>When placing your request, you must include the following:</p> <ul style="list-style-type: none"> • In REMARKS on the RFR form, include the following: <ul style="list-style-type: none"> • Identify the type of access link, e.g., OAL, DELETE or ADD, DS1 ADD or SAOAL
Implementation	Provisioning and Installation	<p>DELETE A Design Layout Report (DLR) will be provided when requested on the LSR. Information describing DLR viewing options is available in the Provisioning and Installation Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/provisioning.html)</p>



July 25, 2002

Terry Corbell
Sterling Associates
8621 Shadybrooke Drive
North Richland Hills, TX 76180
t.corbell@att.net

TO:Terry Corbell

Announcement Date:	July 25, 2002
Effective Date:	July 26, 2002
Document Number:	PROD.07.25.02.F.00794.ATM_CRS
Notification Category:	Product Notification
Target Audience:	Resellers, CLECs
Subject:	CMP- Resale – Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)
Level of Change:	Level 1
Associated CR Number or System Release Number:	Not Applicable

Summary of Change:

On July 26, 2002, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Resale – Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS).

Updates include:

- Enhancing the Product Description to include Stand-Alone Optical Access Link (SAOAL) as a re-sellable component of ATM CRS.
- Modifying the Central Office Connecting Channel (COCC) component description.
- Updating the Ordering subsection to include SAOAL.
- Providing information about requesting and viewing a Design Layout Record (DLR) and establishing a hyperlink to access DLR information.
- Removing the reference and hyperlink to DLR from the Provisioning and Installation subsection.

You will find a summary of these updates on the attached Web Change Notification Form. Actual updates to the operational document are found on the Qwest Wholesale Web Site at this URL:

<http://qwest.com/wholesale/pcat/resaleatm.html>

Comment Cycle:

No formal comment cycle applies. If you have any questions on this subject, please submit comments to the CMP Manager at cmpcr@qwest.com.

Qwest appreciates your business and we look forward to our continued relationship.

Sincerely,

Qwest

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Product(s) Impacted: Resale- Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)

Effective Date: July 26, 2002

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Implementation	Provisioning and Installation	<p>DELETE A Design Layout Report (DLR) will be provided when requested on the LSR. Information describing DLR viewing options is available in the Provisioning and Installation Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/provisioning.html)</p>



July 25, 2002

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Sterling Associates
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TO:Terry Corbell

Announcement Date:	July 25, 2002
Effective Date:	July 26, 2002
Document Number:	PROD.07.25.02.F.00794.ATM_CRS
Notification Category:	Product Notification
Target Audience:	Resellers, CLECs
Subject:	CMP- Resale – Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)
Level of Change:	Level 1
Associated CR Number or System Release Number:	Not Applicable

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<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc:

T-00000A-97-0238

**Qwest's Notice of
Filing**

Part 1 of 3

Barcode #0000110614

To review Part 2 of 3

Barcode # 0000110620

To review Part 3 of 3

Barcode #0000110621