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Senior Attorney
Policy and Law Department



April 4, 2001

Ms. Carole J. Washburn, Secretary
Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P.O. Box 47250
Olympia, WA 98504-7254

Via UPS

Re: Docket No. UT-960356
Request for Approval of Amendment to the Interconnection Agreement for
Unbundled Network Elements Combinations and Enhanced Extended Loop
between Qwest Corporation and XO Washington, Inc., formerly Nextlink
Washington, L.L.C.

Dear Ms. Washburn:

In accordance with the Order on Arbitration Procedure in Docket No. UT-960269, please find enclosed an original and five (5) copies of the Amendment to the Interconnection Agreement for Unbundled Network Elements Combinations and Enhanced Extended Loop between Qwest Corporation and XO Washington, Inc., formerly Nextlink Washington, L.L.C. Also enclosed are an original and five (5) copies of a Request for Approval of Amendment to the Interconnection Agreement.

The Order on Arbitration Procedure also requests that a proposed order accompany the filing. Qwest requests a waiver of that requirement, and is not providing one with this filing, as the Commission has, in the past, used its own format for Orders. If this is not satisfactory to the Commission, please contact me and I will forward a proposed order immediately.

If you have any questions or need any further information, please contact my paralegal, Elizabeth Weber at (206) 398-2504.

Sincerely,

for Lisa A. Anderl

Enclosures

cc: Cheryl Moore (with pleading, without amendment)
R. Gerard Salemmé at XO (with pleading, without amendment)

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COMMUNICATIONS
DIVISION
WASHINGTON
STATE

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Request for Approval of)	
Amendment to the Interconnection Agreement)	Docket No. UT-960356
Between XO Washington, Inc. fka Nextlink)	
Washington, L.L.C. and Qwest Corporation)	REQUEST FOR APPROVAL OF
)	AMENDMENT TO THE
)	INTERCONNECTION AGREEMENT

I. INTRODUCTION

Pursuant to Section III of the Interpretive and Policy Statement Regarding, Mediation, Arbitration, and Approval of Agreements under the Telecommunications Act of 1996 ("Interpretive and Policy Statement") issued by this Commission in Docket No. UT-960269, Qwest Corporation ("Qwest") and XO Washington, Inc., formerly Nextlink Washington, L.L.C. ("XO") hereby submit for approval by the Washington Utilities and Transportation Commission ("Commission" or "WUTC") the attached Amendment to the Interconnection Agreement for Unbundled Network Elements Combinations and Enhanced Extended Loop executed on March 12 and 23, 2001 (the "Amendment"). This amendment supplements the original interconnection agreement between XO and Qwest which was approved by the Commission on April 30, 1997 in

1 this same docket.

2 The original Agreement set forth terms, conditions and prices under which Qwest agreed
3 to provide services for resale and certain Unbundled Network Elements, Ancillary Functions and
4 additional features in each LATA in which both Qwest and XO operate within the state of
5 Washington. The Agreement also had terms, conditions and prices under which the parties
6 agreed to provide interconnection and reciprocal compensation for the exchange of local traffic
7 for the purpose of offering telecommunications services. The Agreement stated that the pricing
8 for these services is subject to the outcome of the Commission's determination in the Generic
9 Pricing Docket, UT-960369, et al.

10 This Amendment was reached through voluntary negotiations between representatives of
11 both companies. It is submitted for approval pursuant to Section 252(e) of the Communications
12 Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and the
13 requirements of the Commission's Interpretive and Policy Statement.

14 II. REASONS FOR APPROVAL

15 Section 252(e)(2) of the Act directs that a state commission may reject an Agreement
16 reached through negotiation and/or arbitration only if the Commission finds that:

- 17 1) The Agreement (or portions thereof) discriminates against a
18 telecommunications carrier not a party to the Agreement; or
- 19 2) The implementation of such Agreement or portion is not consistent with the
20 public interest, convenience and necessity.

21 Qwest and XO respectfully submit that the Amendment provides no basis for either of
22 these findings and thus request that the Commission approve the Amendment expeditiously.

23 First, the Amendment does not discriminate against any other telecommunications carrier. There

1 is no finding that the terms of this Amendment are more favorable than terms provided to other
2 carriers.

3 Second, the Amendment is consistent with the public interest as identified in the pro-
4 competitive policies of the state of Washington, the WUTC, the U.S. Congress and the Federal
5 Communications Commission. In addition, because this Agreement does not discriminate
6 against any other telecommunications carrier, state law policies prohibiting unreasonable
7 discrimination are preserved by approval of this Amendment.

8 For the foregoing reasons, Qwest and XO submit that approval of this Amendment is
9 warranted because it satisfies the state and federal criteria for approval.

10 III. UNDERSTANDING AND AGREEMENT OF PARTIES

11 With respect to the Amendment, the Parties understand and agree that this Amendment
12 modifies the Agreement by adding terms, conditions and rates for unbundled network elements
13 combinations and enhanced extended loops as set forth in Attachment 1 to the Amendment.

14 IV. CONCLUSION

15 For the foregoing reasons, Qwest and XO respectfully request expeditious approval of the
16 Amendment. Both Parties request approval earlier than the 90 day time period
17 allowed for by the Interpretive and Policy Statement, in order to facilitate the immediate
18 availability of additional local exchange competition between Qwest and XO.

19 Respectfully submitted this 4th day of April, 2001.

20 Qwest

21
22 /s/ Lisa A. Anderl
23 Lisa A. Anderl, WSBA No. 13236

**Amendment to the Interconnection Agreement
For Unbundled Network Elements Combinations and Enhanced Extended Loop
Between
XO Washington, Inc.
and
Qwest Corporation
for the State of Washington**

This Amendment is made and entered into by and between XO Washington, Inc. (formerly known as Nextlink Washington, L.L.C. ("XO") and Qwest Corporation (formerly known as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, XO and Qwest entered into an Interconnection Agreement for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission ("Commission") on April 30, 1997 (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") recently released a new list of unbundled network elements ("UNEs"). See, *In The Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (rel. Nov. 5, 1999). The effective date for implementation of the Order varies, with some provisions effective on February 17, 2000 and other provisions effective on May 17, 2000; and

WHEREAS, XO desires to access certain combinations of unbundled network elements in accordance with the FCC's November 5, 1999 Order and related federal regulations, and whereas, the Parties' Agreement does not contain terms and conditions addressing such combinations; and

WHEREAS, XO and Qwest desire to amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add the terms and conditions for Unbundled Network Elements Combinations, and terms, rates and conditions for Enhanced Extended Loop, as set forth in Attachment 1 attached hereto and incorporated herein.

2. Effective Date.

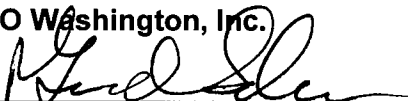
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, XO must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be

completed by Qwest. XO will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

XO Washington, Inc.


Authorized Signature

R. Gerard Saleme


Name Printed/Typed

Senior Vice President

Title

3-12-01

Date

Qwest Corporation


Authorized Signature

L.T. Christensen

Name Printed/Typed

Director – Business Policy

Title

3/23/01

Date

ATTACHMENT 1
UNBUNDLED NETWORK ELEMENTS COMBINATIONS

1. Unbundled Network Elements Combinations (UNE Combinations)

“UNE Combination” means a combination of legally binding and effective Section 251(c)(3) Unbundled Network Elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to XO in its combined state, and on an “as is” basis, and at Section 252(d)(1) rates. UNE Combinations include Private Line Combinations when used to provide a “Significant Amount of Local Exchange Traffic.”

1.1 General Terms

1.1.1 Qwest shall provide XO with non-discriminatory access to combinations of unbundled network elements including but not limited to the Private Line Local Exchange UNE Combinations, according to the following terms and conditions.

1.1.2 Qwest will offer to XO UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment 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 Amendment are not exclusive. Qwest will make available any other form of access requested by XO that is consistent with the Act and the regulations thereunder. XO shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.

1.1.2.1 Changes in law, regulations or other “Existing Rules” relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Amendment pursuant to the Agreement currently in effect between Qwest and XO.

1.1.2.2 Qwest reserves its right to contend that UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going through a Collocation. XO reserves its right to argue the contrary position. Notwithstanding the foregoing, XO can connect its UNE Combination to Qwest’s Directory Assistance and Operator Services platforms.

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

1.2 Description

At XO's request, only Private Line Local Exchange UNE Combinations (subject to the limitations set forth below) are being made available to XO through this

Amendment. If XO desires access to the following categories of UNE Combinations, such access will need to be separately requested and addressed by an appropriate amendment to the Agreement: (i) 1FR/1FB Plain Old Telephone Service (POTS); (ii) ISDN either Basic Rate or Primary Rate (ISDN); (iii) Digital Switched Service (DSS); and/or (iv) PBX Trunks (PBX)(collectively, UNE-P). If XO, pursuant to 47 C.F.R.51.315(b), desires access to a UNE Combination not otherwise specified in this Paragraph, XO may request access through the BFR Process set forth in XO's Agreement.

1.3 Terms and Conditions

- 1.3.1 Qwest shall provide XO with nondiscriminatory access to Private Line Local Exchange UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that Qwest provides service to its own retail customers, (b) in substantially the same time and manner as the comparable service that Qwest provides to its own retail customers and (c) with a minimum of service disruption.
- 1.3.2 "Private Line Local Exchange UNE Combinations" (UNE-C-PL): Retail and/or resale private line circuits are available to XO as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. Qwest will provide access to the following as standard offerings: UNE-C-PL circuits are comprised of the following unbundled network elements: DS1/DS3 Capable Loop, DS1/DS3 Unbundled Dedicated Interoffice Transport and Multiplexing. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or XO'S Agreement.)
- 1.3.2.1 XO cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport as a UNE Combination when the combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless XO is using the combination of network elements to provide a significant amount of local exchange traffic to a particular customer.
- 1.3.2.1.1 Qwest reserves its right to contend that 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 conversion if it utilizes shared use billing, commonly referred to as ratcheting. XO reserves its right to argue the contrary position.
- 1.3.2.1.2 In the Supplemental Order Clarification, FCC 00-183, cc Docket No. 96-98 (released June 2, 2000), ("the Order"), the FCC established conditions under which carriers are to determine whether a "Significant Amount of Local Exchange Traffic" exists. The following provisions of Section 1.3.6.1.2 are based upon the Order and the Parties will modify, replace or delete provisions of this Section in accordance with the change of law provisions of this Agreement, as amended.

To find that a private line is carrying a "significant Amount of Local Exchange Traffic," one of the following (3) circumstances, as defined, must exist:

- 1.3.2.1.2.1 XO certifies that it is the exclusive provider of an end user's local exchange service and that the loop transport combination must terminate at XO's collocation arrangement in at least one Qwest central office. This option does not allow loop-transport combinations to be connected to Qwest's tariffed services.
- 1.3.2.1.2.2 XO certifies 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. Under this option, the loop/transport combination terminates at XO's collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the individual multiplexed circuits must meet the above criteria outlined in this paragraph. (For example, if DS1 circuits are multiplexed to the DS3 level, each of the individual DS1 circuits must meet the criteria outlined in this paragraph in order for the DS1/DS3 combination to qualify for UNE treatment). This option does not allow loop-transport combinations to be connected to Qwest's tariffed services.
- 1.3.2.1.2.3 XO certifies 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. Under this option, if a loop/transport combination includes multiplexing, each of the multiplexed circuits must meet the above criteria. For example, if DS1 circuits are multiplexed onto DS3 facilities, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 combination to qualify for UNE treatment. This option does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under

this option, collocation is not required and XO does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 1.3.2.1.3 Once XO certifies to Qwest through a certification letter that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will promptly convert the Special Access circuit to a UNE Combination. For each Special Access circuit, XO shall indicate in the certification letter under which local usage option, set forth in paragraphs 1.3.2.2.2.1, 1.3.2.2.2.2, or 1.3.2.2.2.3, it seeks to qualify the circuit. XO shall maintain appropriate records to demonstrate that XO's unbundled loop-transport combinations satisfy the Order.
- 1.3.2.1.4 XO's local service certification shall remain valid only so long as XO continues to satisfy one of the conditions or options set forth in this Agreement or in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, released on June 2, 2000. XO must provide written notice to Qwest within thirty (30) days if XO's certification on a given circuit is no longer valid.
- 1.3.2.1.5 In order to confirm reasonable compliance with these requirements, once per calendar year (unless a prior audit found non-compliance with the FCC Order), Qwest may perform audits of XO's records according to the following guidelines:
 - a) Qwest may, upon thirty (30) days written notice to XO, 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) XO shall make reasonable efforts to cooperate with any audit by Qwest and, provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that XO'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 XO's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then XO 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) At the same time that Qwest provides notice of an audit to XO under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.
 - f) Audits conducted by Qwest for the purpose of determining compliance with certification criteria are "over and above" any audit rights that Qwest may have pursuant to an interconnection agreement between XO and Qwest.
- 1.3.3 If XO desires access to any type of UNE-P, such access will need to be separately requested and addressed by an appropriate amendment to the Agreement. However, XO may request access to and, where appropriate, development of, UNE Combinations different from any type of UNE-P and UNE-C-PL, pursuant to the Bona Fide Request Process in XO's Agreement. In its BFR request, XO must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Amendment or XO's Agreement.
- 1.3.4 When end users switch from Qwest to XO, or to XO from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- 1.3.5 In the event Qwest terminates the provisioning of any UNE Combination service to XO for any reason, including XO's non-payment of charges, XO 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 XO's end users. Qwest shall only be required to notify XO of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 1.3.6 XO, or XO'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. XO's end users contacting Qwest will be instructed to contact XO.

1.4 Rates and Charges

- 1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in XO's Agreement for both recurring and nonrecurring application.
- 1.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered.

- 1.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These nonrecurring charges are described in XO's Agreement.
- 1.4.2 If the State Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates. Upon the compliance filing by Qwest, the parties will abide by the adjusted rates on a going-forward basis.
- 1.4.3 XO shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by Qwest end users.
- 1.4.4 If a customer is served by XO through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.

1.5 Ordering Process

- 1.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in XO's Agreement and in the UNE -P and UNE Combination Resource Guide.
- 1.5.2 Prior to placing an order on behalf of each end user, XO shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in XO'S Agreement.
- 1.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, XO and Qwest will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. XO and Qwest can separately agree to due dates other than the standard interval.
- 1.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.
- 1.5.5 For UNE Combinations, XO shall provide Qwest and Qwest shall provide XO with points of contact for order entry, problem resolution, repair, and in the

event special attention is required on service request.

1.6 Billing

Qwest shall provide XO, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in XO's Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for XO review.

1.7 Maintenance and Repair

Qwest will maintain facilities and equipment that comprise the service provided to XO as a UNE Combination. XO or its end users 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, without the written consent of Qwest.

2. Enhanced Extended Loop

2.1 Definition

- 2.1.1 Enhanced Extended Loop (EEL) is a service offered by Qwest that allows XO to extend loops from the end user premises to a XO collocation in a different Wire Center. EEL is for the purpose of connecting an end-user to a XO switch. EEL consists of a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0, DS1 or DS3 equivalent bandwidths.
- 2.1.2 By providing EEL, Qwest does not waive its position that it is not required to provide other combinations of unbundled network elements under (CFR) 51.315(c).

2.2 Terms and Conditions

- 2.2.1 XO must utilize EEL to provide a significant amount of local exchange service to each end user served.
- 2.2.3 One end of the interoffice facility must terminate at a XO Collocation in a Wire Center other than the Serving Wire Center of the loop.
- 2.2.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth. When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths. XO may also order combinations of interoffice transport, concentration capability and DS0 loops.
- 2.2.5 When concentration capability is requested, XO will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

- 2.2.6 Installation intervals will be equivalent to the respective Private Line Transport Service on the following web-site address:
<http://www.uswest.com/carrier/guides/sig/index.html>.
- 2.2.7 Concentration capability installation intervals will be offered as an ICB.
- 2.2.8 EEL services will only be provided where existing facilities are available.

2.3 Rate Elements

- 2.3.1 EEL Link. The EEL Link is the loop connection between the end user premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 bandwidths. Recurring and nonrecurring charges in Exhibit A apply.
- 2.3.2 EEL Transport. EEL Transport consists of the interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1 and DS3 bandwidths. Recurring and nonrecurring charges in Exhibit A apply.
- 2.3.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL Multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges in Exhibit A apply.
- 2.3.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling. Recurring and nonrecurring charges in Exhibit A apply.
- 2.3.5 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 in Exhibit A apply.

2.4 Ordering

- 2.4.1 XO will submit orders using the ASR process.
- 2.4.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.
- 2.4.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.
- 2.4.4 One service order is required when XO orders a single bandwidth EEL from XO's collocation to the end user location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

EXHIBIT A
WASHINGTON RATES

		Recurring	Nonrecurring
Enhanced Extended Loop (EEL)			
EEL Link			
DS0 2-Wire		\$18.16 ⁴	Under Development
DS0 4-Wire		\$33.60 ⁴	Under Development
DS1		\$97.09 ⁵	Under Development
Each Additional			Under Development
DS3		\$1083.46 ⁶	Under Development
Each Additional			Under Development
EEL Conversion			\$36.86 ⁶
		Recurring Fixed	Recurring Per Mile
EEL Transport			
DS0 EEL Transport			
DS0 Over 0 to 8 Miles	\$16.59 ³	\$0.10 ³	
DS0 Over 8 to 25 Miles	\$16.59 ³	\$0.07 ³	
DS0 Over 25 to 50 Miles	\$16.58 ³	\$0.07 ³	
DS0 Over 50 Miles	\$16.59 ³	\$0.14 ³	
DS1 EEL Transport			
DS1 Over 0 to 8 Miles	\$33.12 ³	\$0.51 ³	
DS1 Over 8 to 25 Miles	\$33.12 ³	\$0.65 ³	
DS1 Over 25 to 50 Miles	\$33.13 ³	\$2.30 ³	
DS1 Over 50 Miles	\$33.13 ³	\$2.70 ³	
DS3 EEL Transport			
DS3 Over 0 to 8 Miles	\$224.72 ³	\$10.60 ³	
DS3 Over 8 to 25 Miles	\$225.41 ³	\$11.55 ³	
DS3 Over 25 to 50 Miles	\$231.08 ³	\$30.34 ³	
DS3 Over 50 Miles	\$233.13 ³	\$34.70 ³	
		Recurring	Nonrecurring
Multiplexing			
DS3 to DS1		\$175.23 ³	\$556.56 ⁴
DS1 to DS0		\$170.08 ³	\$219.60 ⁴
DS0 Channel Performance			
DS0 Low Side Channelization		\$11.64	
DS1/DS0 MUX, Low Side Channelization		\$6.65	
Concentration Capability		ICB ⁵	ICB ⁵

NOTES:

- [3] 14TH Supplemental Order in Generic Cost Docket UT-960369. Rates contained in U S WEST's November 15, 1999 Phase II Compliance Filing, Rate Table Attachment A.
- [4] 17TH Supplemental Order in Generic Cost Docket UT-960369. Rates contained in U S WEST's November 15, 1999 Phase II Compliance Filing, Rate Table Attachment A.
- [5] Individual Case Basis
- [6] Rates not addressed in Phase I or Phase II Cost Docket. TELRIC based where required.