

**LOCAL INTERCONNECTION  
AGREEMENT**

**BETWEEN**

**QWEST CORPORATION**

**AND**

**ELECTRIC LIGHTWAVE, INC.**

**FOR**

**WASHINGTON**

**TABLE OF CONTENTS**

**PART A - GENERAL TERMS..... 6**

**(A)1. SCOPE OF AGREEMENT ..... 6**

**(A)2. DEFINITIONS ..... 8**

**(A)3. TERMS AND CONDITIONS..... 15**

        (A)3.1 General Provisions ..... 15

        (A)3.2 Term of Agreement..... 16

        (A)3.3 Proof of Authorization..... 16

        (A)3.4 Payment..... 17

        (A)3.5 Taxes..... 18

        (A)3.6 Insurance ..... 18

        (A)3.7 Force Majeure..... 19

        (A)3.8 Limitation of Liability ..... 20

        (A)3.9 Indemnity..... 20

        (A)3.10 Intellectual Property..... 22

        (A)3.11 Warranties..... 24

        (A)3.12 Assignment..... 24

        (A)3.13 Default..... 25

        (A)3.14 Disclaimer of Agency..... 25

        (A)3.15 Nondisclosure..... 25

        (A)3.16 Survival..... 27

        (A)3.17 Escalation/Dispute Resolution ..... 27

        (A)3.18 Controlling Law..... 29

        (A)3.19 Joint Work Product..... 29

        (A)3.20 Responsibility for Environmental Contamination ..... 29

        (A)3.21 Notices..... 30

        (A)3.22 Responsibility of Each Party ..... 30

        (A)3.23 No Third Party Beneficiaries..... 30

        (A)3.24 Referenced Documents..... 31

        (A)3.25 Publicity..... 31

        (A)3.26 Amendment..... 31

        (A)3.27 Executed in Counterparts ..... 31

        (A)3.28 Headings of No Force or Effect..... 31

        (A)3.29 Regulatory Approval..... 31

        (A)3.30 Compliance ..... 32

        (A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")..... 32

        (A)3.32 Cooperation..... 32

        (A)3.33 Pick and Choose Rights ..... 32

**PART B - RESALE..... 35**

**(B)1. Description..... 35**

**TABLE OF CONTENTS**

**(B)2. Terms and Conditions..... 35**

**(B)3. Rates and Charges ..... 37**

**(B)4. Ordering Process ..... 39**

**(B)5. Billing..... 40**

**(B)6. Maintenance and Repair..... 40**

**PART C - RECIPROCAL TRAFFIC EXCHANGE ..... 41**

**(C)1. Interconnection Facility Options ..... 41**

**(C)2. Reciprocal Traffic Exchange ..... 44**

**(C)3. Jointly Provided Switched Access Services..... 63**

**PART D - COLLOCATION ..... 64**

**(D)1. Description..... 64**

**(D)2. Terms and Conditions..... 66**

**(D)3. Rate Elements ..... 77**

**(D)4. Ordering ..... 81**

**(D)5. Billing..... 86**

**(D)6. Maintenance and Repair..... 87**

**PART E - UNBUNDLED NETWORK ELEMENTS (UNES) ..... 89**

**(E)1. General Terms ..... 89**

**(E)2. Unbundled Dedicated Interoffice Transport..... 92**

**(E)3. Unbundled Loops ..... 100**

**(E)4. Network Interface Device (NID)..... 110**

**(E)5. Sub-loop Unbundling ..... 111**

**(E)6. Line Sharing..... 116**

**TABLE OF CONTENTS**

**(E)7. Unbundled Dark Fiber ..... 123**

**(E)8 Unbundled Network Elements Combinations (UNE Combinations) ..... 128**

**(E)9. Local Tandem Switching ..... 139**

**(E)10. Local Switching ..... 139**

**(E)11. Shared Interoffice Transport..... 151**

**(E)12 Unbundled Customer Controlled Rearrangement Element (UCCRE)..... 152**

**(E)13. Packet Switching ..... 154**

**(E)14. Customized Routing ..... 154**

**(E)15. Common Channel Signaling Capability/SS7 ..... 155**

**(E)16. Additional Unbundled Elements ..... 158**

**PART F – ADVANCED SERVICES NETWORK INTERCONNECTION..... 159**

**(F)1.0 Definitions: ..... 159**

**(F)2.0 IntraLata Interconnection: ..... 159**

**(F)3.0 Transit IntraLATA Frame Relay Interconnection: ..... 160**

**(F)4.0 InterLATA Frame Relay Interconnection: ..... 161**

**(F)5.0 Performance Criteria:..... 161**

**PART G - ANCILLARY SERVICES..... 162**

**(G)1. Interim Number Portability ..... 162**

**(G)2. Local Number Portability ..... 168**

**(G)3. 911/E911 Service ..... 171**

**(G)4. Directory Assistance ..... 175**

**(G)5. Directory Listings ..... 177**

**(G)6. Toll and Assistance Operator Services ..... 183**

**TABLE OF CONTENTS**

**(G)7. Advanced Intelligent Network (AIN).....187**

**(G)8. Interconnection to Line Information Database (LIDB).....190**

**(G)9. Access to Poles, Ducts, Conduits, and Rights of Way.....195**

**(G)10. 8XX Database Query Service.....202**

**(G)11. InterNetwork Calling Name.....204**

**(G)12. Custom Local Area Signaling Services (CLASS) .....206**

**PART H - MISCELLANEOUS PROVISIONS .....207**

**(H)1. Network Security .....207**

**(H)2. Access To Operational Support Systems (OSS).....211**

**(H)5. U S WEST Dex.....226**

**(H)6. Notice Of Changes .....226**

**(H)7. Referral Announcement.....226**

**(H)8. Maintenance and Repair.....226**

**(H)9. Bona Fide Request Process.....233**

**(H)10. Audit Process.....235**

**(H)11. Local Interconnection Data Exchange for Billing.....236**

**(H)12. Construction Charges .....237**

**(H)13. Service Performance.....237**

**(H)14. Network Standards.....240**

**PART J - SIGNATURE .....243**

## PART C - RECIPROCAL TRAFFIC EXCHANGE

### (C)1. Interconnection Facility Options

(C)1.1 This Section describes the Interconnection of Qwest's network and ELI's network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Qwest will provide Interconnection at any Technically Feasible point in its network, including at a minimum, but not limited to, end office switches to end office switches or end office switches to local 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 (InterLATA and IntraLATA presubscribed/dial around) traffic; provided however, if the Parties cannot reach agreement on what constitutes a Technically Feasible point, then the Parties shall resolve the dispute through the Dispute Resolution process. Local tandem to local tandem switch connections will be provided where technically feasible. "Interconnection" is as described in the Act and FCC Rules and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service (EAS/Local), Exchange Access IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic

(C)1.1.1 A previously successful method of obtaining Interconnection or access to unbundled network elements at a particular Premises or point on any incumbent LEC's network is substantial evidence that such method is Technically Feasible in the case of substantially similar network Premises or points. Should ELI seek a particular collocation arrangement, either physical or virtual, ELI is entitled to a presumption that such arrangement is Technically Feasible if any LEC has deployed such collocation arrangement in any incumbent LEC Premises.

(C)1.1.2 If Qwest denies a request for a particular method of obtaining Interconnection or access to unbundled network elements on Qwest's network, Qwest must prove to the state commission that the requested method of obtaining Interconnection or access to unbundled network elements at that point is not Technically Feasible.

(C)1.1.3 Qwest shall not be required to provide for physical collocation of equipment necessary for interconnection or access to unbundled network elements at Qwest's premises if it demonstrates to the state commission that physical collocation is not practical for technical reasons or because of space limitations. In such cases, Qwest shall be required to provide virtual collocation, except at points where Qwest proves to the state commission that virtual collocation is not feasible. If virtual collocation is not Technically Feasible, Qwest shall provide other methods of interconnection

and access to unbundled network elements to the extent Technically Feasible.

(C)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. ELI shall establish at least a single Point of Interconnection in each LATA where it does business and ELI will pay the applicable Private Line Transport rate for traffic transported out of the EAS/local calling area. The following alternatives are available: (1) a DS1, DS3, entrance facility/E-UDIT or OC level entrance facility (where facilities are available); (2) ELI or third party Collocation with a letter of authorization; (3) negotiated Mid-Span Meet facilities; or (4) LIS Inter Local Calling Area (LCA) Facility.

(C)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1, DS3 or OC level entrance facility/E-UDIT, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to ELI's switch location. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part I. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when ELI uses such Private Line Transport service for multiple services. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level entrance facilities on an individual case basis or through the applicable FCC Tariffs subject to true-up.

(C)1.2.2 Collocation

Interconnection may also be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. The rates for the DS1, DS3, and OC level Expanded Interconnection Channel Termination (EICT) or ITP are provided in Part I of this Agreement. ELI may use a single EICT/ITP for each facility terminated.

(C)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the Qwest Wire Center and ELI's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. 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. The Mid-Span Meet POI cannot be used to pick up/connect to UNEs.

(C)1.2.4 LIS Inter Local Calling Area (LCA) Facility

- (C)1.2.4.1 ELI may request U S WEST-provided facilities to transport Exchange Service (EAS/Local traffic) from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which ELI desires to serve customers, the LIS InterLCA Facility product is available to establish ELI's POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities. Qwest will grandfather ELI hub mux arrangements and will process any augment to the existing hub mux arrangements.
- (C)1.2.4.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where ELI has a physical presence and has established the distant POI. ELI may use interconnection arrangements (1), (2), or (3), as outlined in Section (C)1.2 above, to establish the distant POI.
- (C)1.2.4.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Part I.
- (C)1.2.4.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Part I, and the remaining miles are rated as monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable Private Line catalogs and Tariffs.
- (C)1.2.4.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by US WEST to transport Qwest-originated traffic to ELI, in accordance with Section (C)2.3.2. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.
- (C)1.2.4.6 In addition, ELI may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. ELI will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If ELI chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in a Qwest Central Office in the local calling area.
- (C)1.2.4.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and ELI customers located within



the Qwest local calling area and for exchange access.

- (C)1.2.4.8 Intentionally left blank for numbering consistency.
- (C)1.2.4.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

## **(C)2. Reciprocal Traffic Exchange**

### **(C)2.1 Description**

- (C)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between ELI's network and Qwest's network. If such traffic is local, the provisions of this Agreement shall apply. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other its Tariffed Switched Access rates. 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. 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.
- (C)2.1.2 The traffic types to be exchanged under this Agreement include:
  - (C)2.1.2.1 Exchange Service (EAS/Local) traffic as defined in this Agreement.
  - (C)2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.
  - (C)2.1.2.3 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic as defined in Access Tariffs and referenced in this Section.
  - (C)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 the purposes of this 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 ELI to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another Co-Provider, an existing LEC, or a wireless carrier),

which is connected to Qwest's local or access tandems. To the extent that ELI's switch functions as a local or access tandem switch, as defined in this Agreement, ELI may also provide transit service to Qwest.

(C)2.1.3 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- (C)2.1.3.1 Directory Assistance
- (C)2.1.3.2 911/E911
- (C)2.1.3.3 Operator busy line interrupt and verify
- (C)2.1.3.4 Toll free services

Ancillary services are addressed in Part F of this Agreement.

## **(C)2.2 Terms and Conditions**

(C)2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic.

(C)2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

(C)2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network based on the exceptions provided in this Section.

(C)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's local traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from Qwest or ELI as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport.)

- (C)2.2.1.3 Based on forecasted or actual traffic at ELI's busy hour in centum call seconds (CCS), where there is a DS1 worth of traffic (512 CCS) between ELI's POI and a Qwest end office, ELI will order a dedicated (i.e., direct) trunk group from the ELI POI directly to the Qwest end office. To the extent that ELI has established a Collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that ELI shall provide two-way direct trunk facilities, when required, from that end office to ELI's switch. In all other cases, the direct facility may be provisioned by Qwest or ELI or a third party. If both ELI and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.
- (C)2.2.1.4. LIS ordered to a local tandem will be provided as Direct Trunked Transport between the serving Wire Center of ELI's POI and the local tandem. Tandem switching and tandem transmission rates, as specified in Part I of this Agreement, will apply to the transport provided from the local tandem to Qwest's end office.
- (C)2.2.1.5 When Qwest received a call from ELI to a number that has been ported by INP to another Qwest central office within the EAS/Local calling area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.
- (C)2.2.2 Transport and Termination of Exchange Access (IntraLATA Toll) Traffic
- Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the intraLATA access tandem or via separate trunks to Qwest's end office(s), as designated by ELI. It will be provided as Direct Trunked Transport between the serving Wire Center of ELI's POI and the access tandem. Tandem transmission rates will apply to the transport provided from the access tandem to Qwest's end office.
- (C)2.2.3 Transit Traffic
- (C)2.2.3.1 Qwest will accept traffic originated by ELI for termination to another Co-Provider, 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 ELI.

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.

(C)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.

(C)2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company.

Qwest and ELI will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) or another wireline Co-Provider where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to ELI's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or ELI acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Telecommunications Act and shall be used solely for the purposes of billing the wireline LEC. ELI 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 states.

(C)2.2.3.3.1 Qwest and ELI agree to exchange all records as Category 11-01-XX.

(C)2.2.3.3.2 Qwest and ELI 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 ELI's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or ELI acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Telecommunications Act and shall be used solely for the purposes of billing the WSP. ELI 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 states.

(C)2.2.3.3.3 Qwest and ELI agree to exchange all records as Category 11-50-XX.

(C)2.2.3.3.4 Category 11-01-XX and 11-50-XX records are used to provide information necessary for ELI to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Part I of this Agreement.

(C)2.2.3.4 When Qwest receives a call from ELI to a number that has been ported to another local service provider over Qwest facilities, Qwest will consider such calls as transit traffic. This includes all ELI originated calls regardless of who performed the query.

(C)2.2.3.5 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The Parties will use industry standards developed to handle the provision 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 ELI of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which ELI directly connects. This type of traffic is discussed separately in this Section.

(C)2.2.4 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, can be found in the Technical Publication for Local Interconnection Service 77398 (to be published in 1999). Until that publication is available, they are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable Switched Access Tariffs.

(C)2.2.5 Switching Options.

(C)2.2.5.1 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, as set forth in this Agreement, must be ordered by ELI when SS7 Out-of-Band Signaling is requested on LIS trunks.

(C)2.2.5.2 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. Through a Web site, Qwest will provide ELI with a listing of Qwest local tandems fully capable of routing 64CCC traffic.

(C)2.2.6 Measurement of terminating local Interconnection 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 ELI's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge ELI 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.

(C)2.2.7 LIS Forecasting

(C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking.

(C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly 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 will be for LIS trunking which impacts the switch capacity and facilities of each Party. The Parties are working cooperatively to establish further LIS trunking forecast processes and if they are unable to reach an agreement the issue will be resolved through the Dispute Resolution provisions of this Agreement.

(C)2.2.7.3 Intentionally left blank for numbering consistency.

(C)2.2.7.4 Intentionally left blank for numbering consistency.

- (C)2.2.7.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing as specified in this Section.
- (C)2.2.7.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the Dispute Resolution process is completed, the lower forecast will be used.
- (C)2.2.7.7 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 weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.
- (C)2.2.7.8 In addition to the above information, ELI shall provide:  
  
Completed Qwest LIS Trunk Forecast Forms;  
  
Any planned use of an alternate local tandem provider.
- (C)2.2.7.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

Upon ELI's request, Qwest in conjunction with ELI's account team representative, will verify any at issue routing and network information contained in the LERG and ICONN. ELI's Qwest account team will provide updates to ELI via electronic mail.

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

64 Clear Channel capabilities

- (C)2.2.7.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided upon request.
- (C)2.2.7.11 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.uswest.com/disclosure>. Qwest will notify ELI of any changes directly by E-mail once ELI has provided their E-mail addresses to their Qwest account manager.
- (C)2.2.7.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action.
- (C)2.2.7.13 The Parties agree that the following terms apply to the forecasting process:
  - (C)2.2.7.13.1 ELI forecasts shall be provided as detailed in the standard Qwest LIS Trunk Forecast Form.
  - (C)2.2.7.13.2 Forecasts shall be deemed Confidential Information.
- (C)2.2.7.14 If a trunk group is consistently under 60 percent of centum call seconds (ccs) capacity each month of any three consecutive month period, ELI will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Immediately thereafter, the Parties will meet to evaluate the under-utilized trunk groups and ELI's plans for their use. Such meetings will include executive level management, if needed. In the event that agreement cannot be reached on reclamation, the Dispute Resolution process shall be invoked to determine the extent of reclamation. Should the matter not be resolved within ninety (90) days of invoking the Dispute Resolution process, Qwest may elect to delay the acceptance of orders from ELI for augments to those under-utilized trunk groups until



such time as the Dispute Resolution process is complete. When reclamation does occur, the trunk group shall not be left with less than 25 percent excess capacity.

(C)2.2.7.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(C)2.2.7.16 Standard Qwest forecast timeframes will not apply under "extraordinary circumstances." Extraordinary circumstances, as used in this section 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, or like circumstances.

(C)2.2.8 Trunking Requirements

(C)2.2.8.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards. A blocking standard of one half of one percent (.005) during the average busy hour, for alternate final trunk groups, including any local toll trunk groups, between the Parties networks carrying Meet Point traffic shall be maintained. All other direct final trunk groups shall be engineered with a blocking standard of one percent (.01).

(C)2.2.8.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements.

(C)2.2.8.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(C)2.2.8.3.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks

(C)2.2.8.3.2 Exchange Service (EAS/Local) trunks

(C)2.2.8.3.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).

(C)2.2.8.3.4 911/E911 trunks

(C)2.2.8.3.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).

(C)2.2.8.3.6 Mass calling trunks, if applicable.

(C)2.2.8.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Exchange Service (EAS/Local), and Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Ancillary service trunk groups may be made below a DS1 level, as negotiated.

(C)2.2.8.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all LIS trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Co-Providers and therefore will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. 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. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

When the Parties interconnect via CCS for Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(C)2.2.8.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/Local) LIS trunk groups shall be terminated on Qwest's access tandems. Where Qwest currently performs Tandem like functions in an end office switch, the same capability will be provided to ELI on an individual case basis, as needed.

(C)2.2.8.7 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local area as such traffic originated.

(C)2.2.8.8 Alternate Traffic Routing

If ELI has an LIS arrangement which provides two paths to a Qwest end office (one route via a local tandem and one direct route), ELI may elect to utilize alternate traffic routing. ELI traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices. In situations of extreme network call blocking the Parties shall cooperate to find alternate routing solutions to relieve the immediate blocking.

(C)2.2.9 Testing

(C)2.2.9.1 Acceptance Testing

At the time of installation of a LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(C)2.2.9.2 Testing Capabilities

(C)2.2.9.2.1 Terminating LIS 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).

(C)2.2.9.2.2 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 ELI when requesting the testing.

**(C)2.2.10 Mileage Measurement**

Where required, the mileage measurement for LIS is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

**(C)2.3 Rate Elements**

**(C) 2.3.1 Interconnection Facility Options**

If ELI chooses to purchase Private Line Transport Service from the FCC Access Tariff, ELI may use this facility to transport multiple services including, but not limited to, access services, LIS and access to UNEs and said Tariff rates will apply.

**(C)2.3.1.1 Entrance Facilities**

**(C)2.3.1.1.1** Recurring and nonrecurring rates for Entrance Facilities are specified in Part I of this Agreement and will apply for those DS1, DS3 or OC level facilities available for use by LIS.

**(C)2.3.1.1.2** If ELI 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.

**(C)2.3.1.1.3** If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the Parties agree to disagree regarding the sharing of the cost of the LIS two-way Entrance Facilities. Either Party may invoke the Dispute Resolution provisions of this Agreement to resolve this issue.

**(C)2.3.1.2 Collocation**

When Collocation is purchased, the LIS EICT/ITP rate elements, as described in Part I of this Agreement, will apply. The rates are defined at a DS1, DS3, OC3, and OC level. For optical terminations, the following rate elements will apply: (1) connectors; (2) 12 fiber; and (3) cable racking.

**(C)2.3.2 Direct Trunked Transport**

- (C)2.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic based on the exceptions outlined in Part C of this Agreement.
- (C)2.3.2.2 Either Party may elect to purchase Direct Trunked Transport from the other Party.
- (C)2.3.2.2.1 Direct Trunked Transport (DTT) is available between the serving Wire Center of the POI and the terminating Party's local/access tandem or end office switches. The applicable rates are described in Part I of this Agreement. DTT facilities are provided as dedicated DS3 or DS1 facilities.
- (C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) 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.
- (C)2.3.2.2.3 Mileage shall be measured for DTT based on V&H coordinates between the serving Wire Center and the local/access tandem or end office.
- (C)2.3.2.2.4 Fixed Charges per DS1 or per DS3 and per mile charges are defined for DTT in Part I of this Agreement.
- (C)2.3.2.3 If the Parties elect to establish LIS two-way DTT facilities, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the Parties agree to disagree regarding the sharing of the cost of the LIS two-way DTT facilities. Either Party may invoke the Dispute Resolution provisions of this Agreement to resolve this issue.
- (C)2.3.2.4 Multiplexing options (DS1/DS3/OC level Mux) are available at rates described in Part I of this Agreement. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC

level muxing as a UNE on an individual case basis or through the applicable FCC Tariffs subject to true-up.

(C)2.3.3 Trunk Nonrecurring Charges

Neither Party will assess nonrecurring charges for LIS trunks or rearrangements provided to the other Party.

(C)2.3.4 Exchange Service (EAS/local) Traffic

(C)2.3.4.1 End Office Call Termination

(C)2.3.4.1.1 The Parties agree that per minute of use call termination rates as described in Part I of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic.

(C)2.3.4.1.2 For purposes of call termination, the Parties agree to disagree as to whether ELI's switch(es) should be treated as tandem switch(es). The Parties agree to resolve any disputes regarding this potential issue through the Dispute Resolution provisions of this Agreement. When calls are routed through the Qwest local tandem, Qwest will be entitled to a tandem switching charge. When trunk groups are established directly between ELI and Qwest end office switches, without traversing the Qwest local tandem the Parties agree Qwest will charge based on the end office switching rate and the tandem switching rate will not apply.

(C)2.3.4.1.3 Omitted for numbering consistency.

(C)2.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a Qwest or ELI local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Part I of this Agreement shall apply per minute in addition to the end office call termination rate described above.

(C)2.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the local tandem and terminating end office. If actual mileage cannot be measured, an assumed one mile will be used.

(C)2.3.4.2.3 (When ELI terminates traffic to a Qwest remote office, additional tandem transmission rates will be applied for the mileage between the Qwest host office and the Qwest remote office) as set forth in Part I; provided, however, ELI reserves the right to object to such rates upon ELI proving that such costs are already covered in other rates before the Commission.

(C)2.3.4.3 The Parties shall exchange traffic subject to Section 251(b)(5) of the Act ("Section 251(b)(5)Traffic") at the compensation rates established by the Commission. The Parties shall cooperate in establishing a process by which Section 251(b)(5) Traffic and ISP-bound traffic will be identified as referenced in paragraph (C)2.3.8.2.1.

(C)2.3.5 Miscellaneous Charges

(C)2.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon rates, terms and conditions described in State Access tariffs, unless the cancellation occurs at Qwest's request .

(C)2.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with Qwest executive approval within the same timeframes as Qwest provides for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in state Access Tariffs.

(C)2.3.5.3 Construction charges are described in Section (H)12 of this Agreement.

(C)2.3.6 Exchange Access (IntraLATA Toll) Traffic.

Applicable Qwest Switched Access Tariff rates apply to Exchange Access (IntraLATA Toll) traffic routed to an access tandem, or directly to an end office. Relevant rate elements could include Tandem Switching, Tandem Transmission, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate.

(C)2.3.7 Transit Traffic.

The following rates will apply:

Exchange Service (EAS/Local) Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage and rate, contained in Part I 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.

Exchange Access (IntraLATA Toll) Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission (at the assumed mileage contained in Part I of this Agreement) rates apply to the originating Co-Provider.

Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and their respective FCC and state access Tariffs.

(C)2.3.8 ISP-Bound Traffic



- (C)2.3.8.1 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 99-68 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:
- (C)2.3.8.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:
  - (C)2.3.8.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions herein apply regardless of how the ISP bound traffic is determined.
  - (C)2.3.8.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by CLEC will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.
    - (C)2.3.8.2.2.1 For the year 2001, CLEC may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which CLEC was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.
    - (C)2.3.8.2.2.2 For 2002, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.
    - (C)2.3.8.2.2.3 In 2003, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a

ceiling equal to the 2002 ceiling applicable to that Agreement.

(C)2.3.8.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and CLEC will be billed as follows:

(C)2.3.8.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

(C)2.3.8.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

(C)2.3.8.2.3.3 \$.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.

(C)2.3.8.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes carrier expansion into a market it previously had not served.

(C)2.3.8.3 If the Parties were exchanging traffic prior to the adoption date of the FCC order of April 18, 2001, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the agreements that were in effect between the Parties when such order was adopted.

(C)2.3.9 Qwest and ELI 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), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than 5% of total.

## (C)2.4 Ordering

- (C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 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 Transmission); 3) the number of trunks to be provisioned at a local exchange 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.
- (C)2.4.2 When ordering new NXX codes associated with LIS, ELI will provide the CLLI codes of the Qwest local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, ELI will provide the Two-Six Code to which each NXX will be routed.
- (C)2.4.3 When the ordering Party initially requests a DS3 or OC level, when available, Interconnection facility to a local tandem or end office, or uses the Inter LCA Facility, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 or OC level Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 or OC level Direct Trunked Transport facility, as directed by the ordering Party. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level DTT through the applicable FCC Tariffs subject to true-up.
- (C)2.4.4 A joint planning meeting will precede ELI and Qwest trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.
- (C)2.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for local traffic. Separate trunks will be ordered to Qwest's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.
- (C)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (C)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on Qwest's Web site.

- (C)2.4.8 ELI may cancel an order for LIS at any time prior to notification by Qwest that service is available for ELI's use. If ELI is unable to accept LIS within one hundred and twenty (120) calendar days after the original service date, ELI has the following options:

The order for LIS will be canceled, and charges as set forth above will apply, or

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 by ELI, will be the 121<sup>st</sup> calendar day beyond the original service date of the order for LIS.

### **(C)3. Jointly Provided Switched Access Services**

- (C)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, MECAB and MECOD, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.
- (C)3.1.1 Qwest and ELI agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.
- (C)3.2 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 ELI does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff. Each company will file its own wire center information separately.
- (C)3.3 Qwest and ELI will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.