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October 13, 1997

VIA HAND DELIVERY

Mr. Steve McLellan, Secretary
Washington Utilities
and Transportation Commission
1300 So. Evergreen Park Dr. S.W.
Olympia, WA 98504

Re: WUTC Docket No. UT-960381

Dear Mr. McLellan:

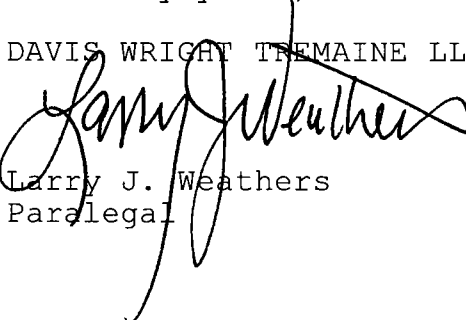
Enclosed for filing in the above-referenced docket on behalf of AT&T Wireless Services, Inc. and U S West Communication, Inc., are the original and six (6) copies of the revised CMRS Interconnection Agreement between the Parties. I am also including a diskette containing this document in both Wordperfect 5.1 and Word 6.0 formats.

The enclosed Agreement has been revised according to the Commission Order Adopting Arbitrator's Report and Approving Interconnection Agreement dated October 6, 1997. The only changes are to Sections 2.B and 2.D on pages 9 and 11, respectively. All other provisions remain substantively the same as the CMRS Interconnection Agreement filed with the Commission on September 5. The enclosed filing is formatted slightly differently--the provisions corresponding to the Arbitrator's Decision and Report are not highlighted.

If you have any questions concerning this filing please call me at (206) 628-7161.

Sincerely yours,

DAVIS WRIGHT TREMAINE LLP



Larry J. Weathers
Paralegal

**DISK
AVAILABLE**

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Seattle

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Mr. Steve McLellan, Secretary
October 13, 1997
Page 2

Enclosure

cc: Larry Berg (with enclosure)
Lisa Anderl (with enclosure)
Jill Mounsey (with enclosure)
Dan Waggoner
Janet Strand Selby
Steve Dea (with enclosure)

CMRS INTERCONNECTION AGREEMENT

(excluding paging services)

between

AT&T Wireless Services, Inc.

and

U S WEST Communications, Inc.

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CMRS INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made between U S WEST Communications, Inc., a Colorado corporation ("USWC") and those entities affiliated with AT&T Wireless Services, Inc., a Delaware corporation, that are listed on Attachment I attached hereto (hereinafter referred as "AWS"). This Agreement is effective upon approval by the state Commission (the "Effective Date").

RECITALS

Whereas, USWC is a duly authorized common carrier engaged in providing telecommunications exchange and other services in the State Washington and AWS is a duly authorized common carrier engaged in providing Commercial Mobile Radio Services in the State of Washington;

Whereas, the Telecommunications Act of 1996, signed into law on February 8, 1996, places certain duties and obligations upon, and grants certain rights to telecommunications carriers, including the obligation of local exchange companies, such as USWC, to negotiate in good faith an agreement for the provision of interconnection and unbundled Network Elements;

Whereas, the Parties have agreed to connect their facilities and interchange traffic as co-carriers for the purpose of offering wireless to wireline or wireline to wireless communications service to their respective customers within the territory in which each Party is authorized to operate;

Whereas, the goal of both Parties is to achieve the most efficient possible use of facilities in order to minimize the costs to each carrier and provide the most efficient service to the public consistent with the requirements of the Telecommunications Act of 1996. Towards this end, USWC and AWS shall continue, in accordance with those requirements, to cooperate to develop (i) networking plans for interconnection facilities and arrangements which will reflect the mutual agreement of the Parties, and (ii) any necessary specialized telecommunications facilities or arrangements reasonably required for the physical connection and interchange of traffic as provided hereunder;

Whereas, the charges for wireless interconnection shall be based on the direct costs of the facilities and services provided to each other;

Whereas, each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or

procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities; and

Whereas, the Parties agree and understand that certain provisions in this Agreement are based, in large part, on the Federal Communication Commission's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC First Order") and the Second Report and Order and Memorandum Opinion and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications act of 1996, CC Docket No. 96-98, rel. Aug. 8, 1996 ("FCC Second Order"), as these Orders have been modified by the decision in Iowa Utilities Board v. Federal Communications Commission, Case Nos. 96-3321 et seq. (8th Cir. July 18, 1997). To the extent that certain of the rules contained in the FCC First Order and the FCC Second Order, or any other FCC Order adopted to implement the Telecommunications Act of 1996, are deemed by the courts not to be effective, this Agreement shall be modified to comport with the final court decisions and subsequent FCC rules adopted to comply with the court's decisions;

NOW THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, USWC and AWS hereby covenant and agree as follows:

SCOPE

The Agreement sets forth the terms, conditions and prices under which the Parties agree to provide Type 2 and Type 1 Interconnection for CMRS carriers only in association with CMRS services and reciprocal compensation for the exchange of traffic between USWC and AWS for purposes of offering telecommunications services. This Agreement does not permit the Parties to use the local interconnection arrangement for stand-alone enhanced services (i.e. includes provision of enhanced services to AWS non-wireless customers but excludes provision of complementary services in association with CMRS). Any such use shall be covered by separate agreement between the Parties. The terms and conditions of the Parties' paging interconnection arrangements will be negotiated after resolution of paging-LEC interconnection rules by the FCC. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying appendices.

1. DEFINITIONS

For purposes of this Agreement and the Attachments appended hereto, the terms set forth below shall be defined as follows:

- A. Act – The Communications Act of 1934, 47 U.S.C. § 151 *et. seq.*, as amended by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the relevant state utility commission.

- B. Affiliate – Any person, partnership, corporation, or other business association (hereinafter “person”) that directly or indirectly controls, is controlled by, or is under common control with another person. Control shall be defined as (i) ownership of a majority of the voting power of all classes of voting stock or (ii) ownership of a majority of the beneficial interests in income or capital of an entity other than a corporation.
- C. Answer Supervision – An off-hook supervisory signal of at least two seconds in duration sent by AWS to USWC’s serving End Office on all completed calls after address signaling has been completed, or an off-hook signal of at least two seconds in duration sent by USWC to AWS’s MSC on all completed calls after address signaling has been completed.
- D. AWS’s System - The communications network of AWS used to furnish Commercial Mobile Radio Service.
- E. Call Recording - The process of retaining detailed information about a call, such as date and time placed, originating and terminating NPA/NXX, and Conversation Time. It does not mean recording or listening to the content of calls.
- F. Call Termination – Switching and delivery of terminating traffic to and from the Parties’ End Office/MSC to the called Party’s location.
- G. Call Transport – Tandem switching and transmission of terminating traffic from a tandem to the End Office/MSC that directly serves the called Party.
- H. Cell Site – A wire center location associated with a wireless carrier network.
- I. Collocation – An arrangement whereby one Party’s (the “Collocating Party”) facilities are terminated in its equipment necessary for interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the “Housing Party”). Collocation may be “physical” or “virtual”. In “physical Collocation”, the Collocating Party installs and maintain its own equipment in the Housing Party’s premises. In “virtual Collocation”, the Housing Party installs and maintains the Collocating Party’s equipment in the Housing Party’s premises.
- J. Commercial Mobile Radio Service (“CMRS”) – Has the meaning given such term in 47 C.F.R. § 20.3, except for paging service.
- K. Commission - Means the Washington Utilities and Transportation Commission.
- L. Common Channel Signaling (“CCS”) – A method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched elements that carry the actual call. The CCS protocol used by the Parties shall be Signaling System 7 (SS7). The product

provided by USWC is known as Common Channel Signaling Access Capability (CCSAC).

- M. Connecting Facilities - The facility and associated service arrangements used to connect AWS's System with USWC's System for the purpose of interchanging traffic.
- N. Conversation Time – The time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of Answer Supervision to Disconnect Supervision.
- O. Digital Signal Level 1 (DS1) - 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.
- P. Digital Signal Level 3 (DS3) - The 44.736 Mbps third-level 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.
- Q. Disconnect Supervision – An on-hook supervisory signal sent by AWS to USWC's Tandem or End Office at the completion of a call or an on-hook supervisory signal sent by USWC to AWS's MSC at the completion of the call.
- R. Extended Area Service ("EAS")/Local Traffic - Traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USWC's then current EAS/local serving areas, as determined by the Commission. The Parties shall terminate EAS/local traffic exclusively on EAS/local Trunk Groups.
- S. End Office - A USWC switching facility at which customer station loops are terminated for purposes of interconnection to each other and to the network.
- T. FCC – The Federal Communications Commission.
- U. Governmental Authority – Any nation or government, any state, local or other political subdivision thereof, and any bureau, tribunal, board, commission, department, court, agency or other entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- V. IntraLATA - Describes telecommunications functions originating and terminating in the same LATA.
- W. InterMTA - Describes telecommunications functions used by CMRS providers originating in one MTA and terminating in another.

- X. Local Access and Transport Area (“LATA”) - Denotes a geographical area established for the provision and administration of telecommunications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. USWC is generally prohibited from providing services between LATAs.
- Y. Local Calling Area (“LCA”) - A geographic area defined by the MTA within which AWS provides CMRS services where local Interconnection rates apply as defined in FCC First Report and Order 96-325 47 CFR 51.701 (b) (2).
- Z. Major Trading Area (“MTA”) - A geographic area used by the FCC, which area is based on the Rand McNally *1992 Commercial Atlas & Marketing Guide*, 123rd Edition, at pages 38-39.
- AA. Mobile Switching Center (“MSC”) – AWS’s facilities and related equipment used to route, transport and switch Wireless Calls to and from the public switched telephone network.
- BB. Network Element – A facility or equipment used in the provision of a telecommunications service. Network Element 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. USWC’s operational support systems (“OSS”) are a network element.
- CC. Non-Local Calls - The completion of interMTA calls based on the location of Wireless subscribers and USWC landline end users as defined in FCC First Report and Order 96-325, ¶ 1043, for which access charges will be applicable.
- DD. NPA/NXX - The Numbering Plan Area (NPA) is the three digit area code and the NXX is the 4th, 5th, and 6th digits of a ten digit telephone number.
- EE. NPA/NXX Number Block - The 10,000 telephone number block, or parts thereof, associated with an NPA/NXX in the North American Numbering Plan.
- FF. Operational Support Systems (“OSS”) – OSS functions consist of preordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC’s databases and information.
- GG. Point of Interconnection (“POI”) – A mutually agreed upon point of demarcation where the exchange of traffic between two carriers takes place.
- HH. Service Area – The geographic area(s) described in Attachment 1 where AWS is authorized to provide services and which is covered by this Agreement. For USWC, Service Area consists of the states of Arizona, Colorado, Idaho, Iowa,

Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, in which USWC is operating as an incumbent local exchange carrier.

- II. Serving Wire Center (“SWC”) - Point of demarcation for interconnection between the NAC and dedicated transport.

- JJ. Special Construction – Refers to special billing arrangements which are required when: (a) the facilities suitable to AWS or USWC are not available to meet an order for service, and (b) AWS or USWC incurs added costs to construct the facilities, and (c) one or more of the following conditions exists:
 - i. AWS or USWC has no other requirements for the facilities constructed;
 - ii. AWS or USWC requests that the other provide the service using a type of facility, or via a route, other than that which AWS or USWC would normally utilize in furnishing that service;
 - iii. AWS or USWC requests more facilities than would normally be required to satisfy an order; or
 - iv. AWS or USWC requests that the other expedite construction, resulting in added costs to AWS or USWC.

- KK. Tandem - USWC’s switching systems and associated facilities that provide a traffic concentration and distribution function for traffic originating from or terminating to one or more End Offices.

- LL. Tariff Services - As used throughout this Agreement, refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalogs.

- MM. Transit Traffic - Traffic that originates from one provider’s network, “transits” another provider’s network, and terminates to another provider’s network. This service is provided through Local and Access Tandem switches.

- NN. Trunk Group - A set of trunks of common routing, origin and destination, and which serve a like purpose or function.

- OO. Type 1 Interconnection – An intraLATA/intrastate final route trunk group between a CMRS Point of Interconnection (POI) and a USWC Central Office Switch. Type 1 interconnection is a trunk side connection with line treatment (except for a 2-wire analog channel, which is available as a line side connection). All Type 1 services will have blocks of telephone numbers assigned to AWS from an NXX assigned to the USWC switch, which is the dial tone End Office of the AWS switch. All numbers are assigned and administered by USWC. AWS

performs subadministration (assigning specific numbers to individual subscribers). Reservation and implementation of numbers will be reserved individually or in blocks of twenty (20) or one hundred (100).

USWC provides the following: the transmission medium, signaling and supervision. Maintenance and restoral are provided as detailed in the applicable sections of the state tariffs. Type 1 interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

PP. Type 2A Local Interconnection - Connects AWS's MSC to a USWC Local Tandem and exchanges traffic between AWS and NXXs served by the end offices subtending the Local Tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B High Use Interconnection arrangement. Type 2A interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

The Access and Toll Tandem Interconnections connect AWS's MSC to a USWC Access and/or Toll Tandem. An Access Tandem exchanges switched access traffic and a Toll Tandem switched intraLATA toll. An Interconnection is required to both the Access and Toll Tandems in the geographic area in which AWS has local service.

QQ. Type 2A Equal Access Interconnection - This direct final route Trunk Group is used for the exchange of Interexchange Carrier. It is an Interconnection with inband signaling using Feature Group D signaling protocol between AWS's MSC and the Access Tandem serving the area in which the POI is located. The service enables the CMRS provider's subscribers to use their presubscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile). Type 2A Equal Access Interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as appropriate.

RR. Type 2B High Use Interconnection - A direct, two-way Trunk Group Interconnection where technically feasible, between AWS's MSC and a USWC End Office, within the same LATA, with overflow traffic routed over an associated Type 2A Trunk Group to the USWC designated Local Tandem. Type 2B High Use Service is only available in conjunction with an associated Type 2A Service and is offered only where facilities and operating conditions permit. AWS's and USWC's local traffic can be exchanged over this Interconnection. It can also provide routing of AWS-originated traffic to Feature Group A or Type 1 numbers residing within the USWC End Office switch. AWS will not route ancillary traffic or traffic terminating to Interexchange Carriers' via Feature

Groups B, C, or D through the Type 2B High Use Interconnection. Type 2B Interconnection is technically defined in BELLCORE Reference GR-145-CORE, as amended from time to time.

- SS. Type 2D Interconnection – Interconnection to USWC operator services, arrangements and facilities is technically defined in Technical Reference GR-145-CORE, as amended from time to time, and as provided in this Agreement.
- TT. USWC's System - The communications network of USWC used to furnish telecommunications service.
- UU. V and H Coordinate - Vertical and Horizontal cross points used for the rating of Wireless Calls.
- VV. Wireless Calls - All calls originating or terminating on a CMRS provider's system.
- WW. Wireline - Telecommunications services provided by USWC or other non-CMRS telecommunications carriers.

The Parties acknowledge that terms may appear in this Agreement that are not defined herein and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement, and shall also be construed as defined in the Act or in regulations implementing the Act.

2. INTERCHANGE OF TRAFFIC; FACILITIES AND ARRANGEMENTS

- A. For the mutual benefit of AWS and USWC, USWC and AWS will physically connect their facilities and will interchange traffic in the Service Area(s) set forth in Attachment I (Service Area). The interchanged traffic shall be handled over Connecting Facilities provided by USWC or third parties pursuant to this Agreement. All AWS facilities necessary to connect to USWC Connecting Facilities shall be compatible and consistent with USWC's System. 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. The Parties will engineer and maintain the appropriate type of and sizing for Connecting Facilities according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.
 - (1) Channel Facility (for digital service) – DS1 level. Twenty-four digital voice grade channels can be transmitted over one DS1 facility. A full DS1 is necessary for the addition of voice grade channels even if ordered in increments of less than 24. The transmission rate is 1.544 Mbps.

- (2) Channel Facility (for digital service) - DS3 level. Twenty-eight DS1s, including their associated digital voice grade channels, can be transmitted over one DS3 facility. When using a DS3 multiplexing level, a full DS3 is necessary for the addition of DS1s even if ordered in increments of less than 28. The facility transmission rate is 44.736 Mbps.

If a trunk group is under seventy-five percent (75%) of centum call seconds (CCS) capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained. The grade of service for all facilities between the USWC End Office or Tandem and AWS's MSC shall be engineered to achieve P.01 grade of service based on forecasts provided by both Parties.

The Parties shall establish joint forecasting responsibilities for traffic utilization over Trunk Groups. Intercompany forecast information must be provided by the Parties to each other two times a year. The semi-annual forecasts shall include forecasted requirements for each Trunk Group identified in Section 2.C of this Agreement. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years.

In addition, the Parties shall provide each other with a description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that cause a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

- B. USWC shall provide the facilities and arrangements herein described to AWS in order to establish the physical connection and permit the interchange of traffic between the Parties. The Parties shall follow normal provisioning intervals as set forth in USWC's intrastate access tariffs to determine the date on which the facilities and arrangements furnished will be placed into service. Service intervals and due dates for negotiated arrangements will be mutually determined on an individual case basis.

- C. Interconnection shall be available at the trunk-side of an End Office switch via Type 2B Interconnection and Type 1 Interconnection; at the trunk connection points for a USWC Tandem via Type 2A Interconnection; and at STPs via CCSAC. Interconnection with USWC's Operator Services location shall also be available at USWC's TOPS Tandem via Type 2D (2AOSS) Interconnection in association with USWC's call completion services. Such interconnection shall be provided at such other interconnection points where technically feasible, subject to the same reasonable space and equipment limitations as are imposed on interconnection between local exchange carriers and incumbent local exchange carriers. AWS may utilize either inband signaling or out of band signaling where technically feasible for both Parties.
- (1) Previous successful interconnection at a particular point in a network using particular facilities constitutes substantial evidence that interconnection is technically feasible at that or substantially similar points in USWC's networks employing similar facilities.
 - (2) USWC must show substantial evidence to demonstrate that a particular interconnection or access point is not technically feasible. Notwithstanding the foregoing, when USWC maintains that a particular interconnection or access point is not technically feasible due to network reliability and security concerns, USWC must demonstrate by clear and convincing evidence that the particular interconnection or access point is not technically feasible.

Unless otherwise agreed by the Parties, the types of traffic to be exchanged under this Agreement, and which require separate trunk groups, include:

- EAS/local and LCA traffic
- Switched access traffic
- Transit Traffic
- Ancillary Traffic
- IntraLATA Toll Traffic
- Directory Assistance
- 911/E911
- Operator Services

- D. Where AWS and USWC interconnect for the exchange of Wireless Calls, there will be a POI for the interconnection facility. AWS can construct its own Connecting Facilities used to route calls to and from the POI, it can purchase or lease from a third party these Connecting Facilities, or it can purchase the Connecting Facilities from USWC. The following alternatives are negotiable: (a) a DS1 or DS3 NAC facility, where facilities are available (where facilities for DS1 or DS3 NACs are not available, AWS will be required to pay USWC special construction charges for new facilities, such as, but not limited to, DS1 or DS3 NACs; however, USWC is not required to build facilities outside of its normal service areas); (b) Virtual Collocation; (c) Physical Collocation; and (d) Mid-Span Meet facilities. Each Party is responsible for funding and providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks. Each Party shall be responsible for providing its own or leased interconnection facilities to route calls to and from the POI.
- E. Two-way trunks are offered only where technically feasible. As set forth below, interconnection may be established by means of any, or any combination, of the following options:
- (1) Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between AWS and USWC at each USWC tandem serving the area(s) to which AWS provides services, using Type 2A Interconnection for termination of all Wireless Calls destined for any USWC End Office that subtends a USWC Local or Toll Tandem within the LATA; or

- (2) USWC recognizes AWS's previous cooperative efforts to maximize network efficiencies. These efforts have resulted in an average of 34% of AWS's interconnections with USWC being direct Type 2B high use interconnections with USWC End Offices. AWS will continue to cooperate with USWC to establish direct Type 2B interconnections where the community of interest traffic volumes so require. The Parties agree that AWS's average number of Type 2B interconnections will continue to be approximately 34% or higher.

AWS will cooperate with USWC to deload tandem switches that are experiencing severe overload conditions by establishing Type 2B trunk groups where busy hour trunk requirements to specific USWC End Offices are greater than 24.

USWC shall make such two-way direct End Office to MSC, Type 2B high use interconnection trunks available on the same terms and conditions as made available to other telecommunications carriers (including USWC's Affiliates).

- (3) To the extent technically feasible, the Parties may interconnect their networks using CCSAC in accordance with Technical Reference GR-145-CORE, as amended from time to time. AWS may establish CCS interconnections either directly or through a third party. USWC will make available to AWS access to USWC's CCS network for the purpose of exchanging CCS messages with USWC.

F. Unbundled Network Elements.

- (1) USWC will offer Network Elements to AWS on an unbundled basis on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act.
- (2) Even if it is technically feasible for USWC to provide AWS with a requested unbundled Network Element, and notwithstanding any contrary terms of this Agreement, USWC shall be required to provide the requested unbundled Network Elements only if:
 - (a) AWS can demonstrate that its ability to compete would be significantly impaired or thwarted without access to proprietary Network Elements; and
 - (b) The failure of USWC to provide access will not decrease the quality or increase the costs of the service sought to be offered by AWS.

USWC is not required to provide unbundled access to a proprietary Network Element if AWS could offer the same service through the use of USWC's non-proprietary Network Elements.

- (3) Subject to this Section of the Agreement, USWC will permit AWS to interconnect AWS's facilities or facilities provided by third parties with each of USWC's unbundled Network Elements.
 - (a) For purposes of this section, unbundled Network Elements include: local loop; network interface devices; local tandem switches and other switching capability; interoffice transmission facilities; signaling networks; call-related databases; operational support systems functions; and operator services and directory assistance facilities.
 - (b) USWC shall provide nondiscriminatory access to, and where appropriate, development of additional unbundled Network Elements, pursuant to the Bona Fide Request Process detailed in this Agreement.
- (4) AWS, at its option, may designate any technically feasible network interface at a location designated by AWS, including without limitation, any interface described in the applicable technical references.
- (5) AWS may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein, or as may otherwise be determined by AWS.
- (6) USWC shall offer each Network Element individually. Pursuant to the Act, AWS is permitted to combine Network Elements in order to provide telecommunications services. However, USWC is not required to combine Network Elements for AWS.
- (7) USWC shall provide to AWS each Network Element that USWC provides to itself, its Affiliates or to any other provider of telecommunications services on rates, terms and conditions no less favorable to AWS than those provided to itself, its Affiliates or to any other provider of telecommunication services.
- (8) All available Network Elements shall be provisioned in accordance with the procedures described in Section 3 (Provisioning).

G. Bona Fide Request Process.

- (1) Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USWC shall use the BFR Process for the requested interconnection or Network Elements to provide the terms and timetable for providing the requested items.
- (2) A BFR shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specification; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; and (f) the specific location requested.
- (3) Within 15 business days of its receipt, USWC shall acknowledge receipt of the BFR and in such acknowledgment advise AWS of any missing information that is necessary to process the BFR. Thereafter, USWC shall promptly advise AWS of the need for any additional information that will facilitate the analysis of the BFR.
- (4) Within 30 calendar days of its receipt of the BFR and all information necessary to process it, USWC shall provide to AWS a preliminary analysis of the BFR. The preliminary analysis shall specify: (a) USWC's conclusions as to whether or not the requested interconnection or access to an unbundled Network Element can be provided; and (b) any objections to qualification of the requested Network Element or interconnection under the Act.
 - (a) If USWC determines during the thirty (30) day period that a BFR can not be provided or that the BFR otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Act, USWC shall advise AWS as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten (10) days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - (b) If USWC determines during the thirty (30) day period that the BFR can be provided and otherwise qualifies under the Act, it shall notify AWS in writing within ten (10) days of such determination.
 - (c) As soon as feasible, but in any case within 90 days after USWC notifies AWS that it will provide the requested Network Element, USWC shall provide to AWS a BFR quote which will include, at a minimum, a description of each interconnection and Network

