

**INTERCONNECTION AGREEMENT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATION SERVICES  
BETWEEN  
QWEST CORPORATION  
AND  
QWEST COMMUNICATIONS CORPORATION**

**FOR THE STATE OF  
WASHINGTON**

## TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS .....	1
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION.....	4
SECTION 3.0 - CLEC INFORMATION .....	5
SECTION 4.0 - DEFINITIONS .....	7
SECTION 5.0 - TERMS AND CONDITIONS .....	27
5.1 GENERAL PROVISIONS .....	27
5.2 TERM OF AGREEMENT .....	28
5.3 PROOF OF AUTHORIZATION.....	28
5.4 PAYMENT.....	29
5.5 TAXES .....	31
5.6 INSURANCE.....	31
5.7 FORCE MAJEURE .....	32
5.8 LIMITATION OF LIABILITY .....	33
5.9 INDEMNITY .....	33
5.10 INTELLECTUAL PROPERTY.....	34
5.11 WARRANTIES .....	37
5.12 ASSIGNMENT .....	37
5.13 DEFAULT .....	38
5.14 DISCLAIMER OF AGENCY.....	38
5.15 SEVERABILITY .....	38
5.16 NONDISCLOSURE .....	38
5.17 SURVIVAL .....	41
5.18 DISPUTE RESOLUTION.....	41
5.19 CONTROLLING LAW .....	43
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.....	43
5.21 NOTICES.....	44
5.22 RESPONSIBILITY OF EACH PARTY .....	44
5.23 NO THIRD PARTY BENEFICIARIES .....	45
5.24 RESERVED FOR FUTURE USE.....	45
5.25 PUBLICITY.....	45
5.26 EXECUTED IN COUNTERPARTS .....	45
5.27 COMPLIANCE .....	45
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994 .....	46
5.29 COOPERATION .....	46
5.30 AMENDMENTS .....	46
5.31 ENTIRE AGREEMENT.....	46
SECTION 6.0 – RESALE.....	47
6.1 DESCRIPTION.....	47
6.2 TERMS AND CONDITIONS .....	47
6.3 RATES AND CHARGES .....	51
6.4 ORDERING PROCESS.....	52
6.5 BILLING .....	54
6.6 MAINTENANCE AND REPAIR.....	54

TABLE OF CONTENTS

SECTION 7.0 - INTERCONNECTION ..... 55

    7.1 INTERCONNECTION FACILITY OPTIONS..... 55

    7.2 EXCHANGE OF TRAFFIC ..... 57

    7.3 RECIPROCAL COMPENSATION ..... 67

    7.4 ORDERING..... 72

    7.5 JOINTLY PROVIDED SWITCHED ACCESS SERVICES..... 73

    7.6 TRANSIT RECORDS ..... 74

    7.7 LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING..... 74

SECTION 8.0 – COLLOCATION ..... 76

    8.1 DESCRIPTION..... 76

    8.2 TERMS AND CONDITIONS ..... 78

    8.3 RATE ELEMENTS ..... 95

    8.4 ORDERING..... 101

    8.5 BILLING ..... 117

    8.6 MAINTENANCE AND REPAIR..... 118

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS ..... 119

    9.1 GENERAL TERMS ..... 119

    9.2 UNBUNDLED LOOPS ..... 123

    9.3 SUBLOOP UNBUNDLING ..... 140

    9.4 LINE SHARING..... 150

    9.5 NETWORK INTERFACE DEVICE (NID)..... 158

    9.6 UNBUNDLED DEDICATED INTEROFFICE TRANSPORT (UDIT)..... 162

    9.7 UNBUNDLED DARK FIBER..... 169

    9.8 SHARED INTEROFFICE TRANSPORT ..... 177

    9.9 UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE)..... 178

    9.10 LOCAL TANDEM SWITCHING..... 179

    9.11 LOCAL SWITCHING ..... 180

    9.12 CUSTOMIZED ROUTING ..... 189

    9.13 ACCESS TO SIGNALING ..... 191

    9.14 AIN SERVICES ..... 194

    9.15 INTERCONNECTION TO LINE INFORMATION DATABASE (LIDB)..... 196

    9.16 8XX DATABASE QUERY SERVICE ..... 200

    9.17 INTERNETWORK CALLING NAME (ICNAM) ..... 202

    9.18 ADDITIONAL UNBUNDLED ELEMENTS ..... 205

    9.19 CONSTRUCTION CHARGES..... 205

    9.20 UNBUNDLED PACKET SWITCHING..... 205

    9.21 UNE-P LINE SPLITTING ..... 208

    9.22 RESERVED FOR FUTURE USE..... 213

    9.23 UNBUNDLED NETWORK ELEMENTS COMBINATIONS (UNE COMBINATIONS) ..... 213

    9.24 LOOP SPLITTING ..... 226

SECTION 10.0 - ANCILLARY SERVICES ..... 231

    10.1 RESERVED FOR FUTURE USE..... 231

    10.2 LOCAL NUMBER PORTABILITY ..... 231

    10.3 911/E911 SERVICE..... 238

    10.4 WHITE PAGES DIRECTORY LISTINGS ..... 242

    10.5 DIRECTORY ASSISTANCE ..... 246

    10.6 DIRECTORY ASSISTANCE LIST..... 250

## TABLE OF CONTENTS

10.7 TOLL AND ASSISTANCE OPERATOR SERVICES.....	253
10.8 ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY.....	257
SECTION 11.0 - NETWORK SECURITY .....	269
SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS) .....	275
12.1 DESCRIPTION.....	275
12.2 OSS SUPPORT FOR PRE-ORDERING, ORDERING AND PROVISIONING.....	275
12.3 MAINTENANCE AND REPAIR.....	286
SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS .....	298
SECTION 14.0 - LOCAL DIALING PARITY .....	299
SECTION 15.0 - QWEST DEX .....	300
SECTION 16.0 - REFERRAL ANNOUNCEMENT.....	301
SECTION 17.0 - BONA FIDE REQUEST PROCESS .....	302
SECTION 18.0 - AUDIT PROCESS.....	305
SECTION 19.0 - CONSTRUCTION CHARGES.....	308
SECTION 20.0 - SERVICE PERFORMANCE.....	309
SECTION 21.0 - NETWORK STANDARDS.....	310
SECTION 22.0 - SIGNATURE PAGE .....	314

**TABLE OF CONTENTS FOR EXHIBITS**

<b>EXHIBIT A</b>	<b>Washington Rates</b>
<b>EXHIBIT B</b>	<b>Service Performance Indicators</b>
<b>EXHIBIT C</b>	<b>Service Interval Tables</b>
<b>EXHIBIT D</b>	<b>Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document</b>
<b>EXHIBIT E</b>	<b>Vertical Switch Features for UNE Switching</b>
<b>EXHIBIT F</b>	<b>Special Request Process</b>
<b>EXHIBIT G</b>	<b>Change Management Process (CMP)</b>
<b>EXHIBIT H</b>	<b>Reserved for Future Use</b>
<b>EXHIBIT I</b>	<b>Individual Case Basis (ICB)</b>
<b>EXHIBIT J</b>	<b>Election of Reciprocal Compensation Option</b>
<b>EXHIBIT K</b>	<b>Performance Assurance Plan</b>
<b>EXHIBIT L</b>	<b>Advice Adoption Letter</b>
<b>EXHIBIT M</b>	<b>Interim Advice Adoption Letter</b>

## TABLE OF CONTENTS

of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any end users premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

**8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF:**

**8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X)** is defined as CLEC's capability to order a Cross Connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

**8.2.1.23.1.2** Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLECs' Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

**8.2.1.23.1.3** If CLEC has its own Dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

**8.2.1.23.1.4** CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection. Depending on the distance parameters of the combination, regeneration may be required but Qwest shall not charge CLEC for such regeneration.

**8.2.1.23.1.5** If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

TABLE OF CONTENTS

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest

UT-043066 (IA)  
7-28-04

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REGULATORY DIVISION

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STATE OF WASHINGTON  
UTIL. AND TRAFFIC  
COMMISSION



*Via E-Mail and  
Overnight Delivery*

July 2, 2004

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

Re: Request for Approval of Interconnection Agreement between Qwest Corporation and Qwest Communications Corporation

Dear Ms. Washburn:

In accordance with WAC 480-07-640, please find enclosed an original and two (2) copies of the Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services between Qwest Corporation ("Qwest") and Qwest Communications Corporation.

The enclosed Agreement does not discriminate against non-party carriers. It is consistent with state and federal law, and is in the public interest. Qwest respectfully requests that the Commission approve this Agreement expeditiously.

Sincerely,

Adam L. Sherr

ALS/mep  
Enclosures

cc: Charles Lahey, Senior Manager, Industry Affairs (without enclosure)  
Luba Hromyk, Qwest Contract Specialist (without enclosure)  
Nancy Donahue, Lead Negotiator (without enclosure)



BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Request of	)	DOCKET NO. UT-043066
	)	
QWEST COMMUNICATIONS	)	ORDER NO. 01
CORPORATION	)	
	)	
and	)	
	)	
QWEST CORPORATION	)	
	)	ORDER APPROVING
For Approval of Negotiated	)	NEGOTIATED AGREEMENT
Agreement Under the	)	FOR INTERCONNECTION
Telecommunications Act of 1996	)	AND RESALE OF SERVICES
.....	)	

**BACKGROUND**

1 This matter comes before the Washington Utilities and Transportation Commission (Commission) for approval of a negotiated agreement for interconnection and the resale of specified exchange services (Agreement) under the Telecommunications Act of 1996 (Telecom Act). The Agreement is between Qwest Communications Corporation (QCC) and Qwest Corporation (Qwest). The parties filed a joint request for approval of the Agreement on July 6, 2004.

**FINDINGS AND CONCLUSIONS**

- 2 (1) The Commission is an agency of the State of Washington vested by statute with the authority to regulate public service companies, including telecommunications companies. *RCW 80.01.040; Chapter 80.04 and Chapter 80.36 RCW.*
- 3 (2) Section 252(e)(1) of the Telecom Act requires parties to a negotiated agreement to submit the agreement to the Commission for approval.

Section 252(e)(2)(A) states that the Commission may only reject an agreement (or any portion thereof) adopted by negotiation if it finds that:

- 4 (i) the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- 5 (ii) the implementation of such agreement or portion is not consistent with the public interest , convenience, and necessity.
- 6 (3) Qwest is engaged in the business of furnishing telecommunications services including, but not limited to, basic local exchange service within the state of Washington.
- 7 (4) QCC is authorized to provide telecommunications services to the public in the state of Washington.
- 8 (5) On July 6, 2004, the parties filed with the Commission a joint request for approval of a negotiated interconnection and resale of services agreement, pursuant to the Telecom Act.
- 9 (6) QCC and Qwest voluntarily negotiated the entire Agreement.
- 10 (7) The Agreement between QCC and Qwest was brought before the Commission at its regularly scheduled meeting on July 28, 2004.
- 11 (8) The Agreement does not discriminate against any other telecommunications carrier.
- 12 (9) The Agreement will facilitate local exchange competition in the state of Washington.

DOCKET NO. UT-043066  
ORDER NO. 01

PAGE 3

- 13 (10) The Agreement is consistent with the public interest, convenience, and necessity.
- 14 (11) The Agreement meets the requirements of Sections 251 and 252 of the Telecom Act, including Section 252(e).
- 15 (12) The laws and regulations of the State of Washington and Commission Orders govern the construction and interpretation of the Agreement. The Agreement is subject to the jurisdiction of the Commission.
- 16 (13) After examination of the proposed Agreement filed by Qwest and QCC on July 6, 2004, and giving consideration to all relevant matters, the Commission finds the proposed Agreement should be approved.

### ORDER

#### THE COMMISSION ORDERS:

- 17 (1) The Agreement for interconnection and resale of services between Qwest Communications Corporation and Qwest Corporation, which the parties filed on July 6, 2004, is approved and effective as of the date of this Order.
- 18 (2) In the event that the parties revise, modify, or amend the agreement approved in this Order, the revised, modified, or amended agreement will be deemed to be a new agreement under the Telecom Act and must be submitted to the Commission for approval, pursuant to 47 U.S.C. § 252(e)(1) and relevant provisions of state law, prior to taking effect.

DOCKET NO. UT-043066  
ORDER NO. 01

PAGE 4

- 19 (3) The laws and regulations of the State of Washington and Commission orders govern the construction and interpretation of the Agreement. The Agreement is subject to the jurisdiction of the Commission.

The Commissioners, having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED at Olympia, Washington, and effective this 28<sup>th</sup> day of July, 2004.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

CAROLE J. WASHBURN, Secretary