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PUBLIC UTILITIES COMMISSION



*Via Overnight delivery*

June 20, 2006

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

Re: Case No. USW-T-00-5  
Application for Approval of Amendment to the Interconnection Agreement  
Integra Telecom of Idaho, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', written over a circular stamp or seal.

Maura E. Peterson

mep  
Enclosure  
cc: Service list

Adam L. Sherr (WSBA# 25291)  
Qwest  
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PUBLIC UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION FOR APPROVAL OF  
AN INTERCONNECTION AGREEMENT  
PURSUANT TO 47 U.S.C. §252(e)**

**CASE NO.: USW-T-00-5**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on April 26, 2000 (the "Agreement"). The Amendment with Integra Telecom of Idaho, Inc. ("Integra") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

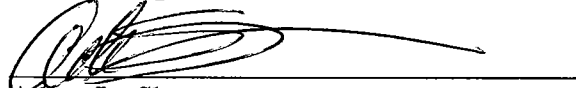
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expedient approval of this Amendment will enable Integra to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 20th day of June, 2006.

**Qwest Corporation**

A handwritten signature in black ink, appearing to read 'A. Sherr', is written over a solid horizontal line.

Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

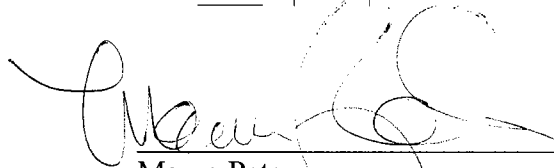
I hereby certify that on this 20th day of June, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

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\_\_\_\_\_  
Maura Peterson  
Paralegal, Qwest Corporation

**Triennial Review Order and Triennial Review Remand Order  
("TRO/TRRO") Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Integra Telecom of Idaho, Inc.  
for the State of Idaho**

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PUBLIC UTILITIES COMMISSION

This is an Amendment ("Amendment") to incorporate the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Integra Telecom of Idaho, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission") on April 26, 2000; and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005, which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, based on the TRO and TRRO Decisions, individually and together ("Decisions"), Qwest has invoked the change of law provisions of the Agreement and proposed amendments to the Agreement; and

WHEREAS, based on good faith negotiations, the Parties have agreed to amend the Agreement as reflected in the terms and conditions contained herein.

**AGREEMENT**

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

**I. Amendment Terms.**

To the extent applicable, the Agreement is hereby amended by deleting certain UNEs or by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

## **II. Limitations.**

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

## **III. Conflicts.**

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

## **IV. Scope.**

This Amendment shall amend, modify and revise the Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

## **V. Effective Date.**

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

## **VI. Further Amendments.**

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **VII. Entire Agreement.**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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

**Integra Telecom of Idaho, Inc.**

Carole Wirsbinski  
Signature

Carole Wirsbinski  
Name Printed/Typed

SVP-Government Affairs  
Title

05/19/06  
Date

**Qwest Corporation**

L.T. Christensen  
Signature

L.T. Christensen  
Name Printed/Typed

Director- Interconnection Agreements  
Title

5/22/06  
Date

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## 1.0 Definitions

"Building", for the purposes of identifying the limited number of DS1 or DS3 loops a CLEC may request to that building, shall mean an area under one or more roofs, occupied by one or more customers, served by Qwest regulated cable facilities through a single terminal owned or controlled by Qwest. A building with a single terminal would be considered one building, while a building with multiple terminals would be considered multiple buildings. In multi tenant environments (MTE), a campus with multiple buildings and one terminal would be considered one building.

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dark Fiber" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

"Dedicated Transport" is Qwest transmission facilities between wire centers or switches owned by Qwest, or between wire centers or switches owned by Qwest and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

"Fiber-based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this paragraph. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this paragraph, the term "affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47.

"Interexchange Service" means telecommunications service between stations in different exchange areas. Cf. Modification of Final Judgment, § IV(K), *reprinted in United States v. Am.*

*Tel. & Tel. Co.*, 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").

"Long Distance Service" (see "Interexchange Service").

"Mobile Wireless Service" means any mobile wireless telecommunications service, including commercial mobile radio service (CMRS), as set forth in 47 CFR 51.5.

"Network Element" means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

"Non-impaired Wire Center" – A Non-impaired Wire Center is a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops and §51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in §51.319(e)(3) and subject to the limitations of §51.319(e)(2)(ii)(A) for DS1 Dedicated Transport, §51.319(e)(2)(iii)(A) for DS3 Dedicated Transport and §51.319(e)(2)(iv)(A) for Dark Fiber Transport.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A Route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under 47 U.S.C. Section 251(c)(3) to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Nothing in this Amendment is intended to address, implement or affect any obligations Qwest may have under 47 U.S.C. Section 271.

"Wire center." A wire center is the location of a Qwest local Switching facility containing one or more central offices, as the term "central office" is defined in the Appendix to part 36 of Chapter I to Title 47 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

"Tier 1 Wire Centers" are those Qwest Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem Switching locations that have no line-side Switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

“Tier 2 Wire Centers” are those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

“Tier 3 Wire Centers” are those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

## **2.0 Unbundled Network Elements (UNE) General**

2.1 CLEC’s Interconnection Agreement may include terms and conditions for certain Network Elements that, under the TRO/TRRO, Qwest is no longer required to offer or is required to offer only in specific circumstances pursuant to Section 251(c)(3) of the Act.

2.2 As of the execution date of and subject to this Amendment, CLEC shall not intentionally order, and Qwest will not be obligated to provide the following Network Elements on an unbundled basis pursuant to Section 251(c)(3) of the Act:

### **2.2.1 Unbundled Loops**

- a) Certain DS1 Loops subject to the requirements of Section 3.0 following
- b) Certain DS3 Loops subject to the requirements of Section 3.0 following
- c) OCn Loops
- d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following
- e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following
- f) Hybrid Loops except as identified in Section 3.1.7 following
- g) Line Sharing
- h) Feeder-Sub-Loop
- i) Shared Distribution Loops

### **2.2.2 Transport**

- a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport); Transport from a CLEC’s Premises to a Qwest Wire Center;
- b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC’s Premises to a Qwest Wire Center;
- c) OCn UDIT; including Remote Node/Remote Port and SONET add/drop multiplexing

- d) UDIT and UDF as a part of a Meet-Point arrangement;
- e) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0 following
- f) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following
- g) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.7 following

### **2.2.3 Unbundled Switching**

- a) Packet Switching
- b) Mass Market Switching, including UNE-P and related services (Tandem Switching, Signaling Networks) as identified in Section 2.2.3.1
- c) Enterprise Local Switching, including UNE-P and related services (Tandem Switching, Signaling Networks) as identified in Section 2.2.3.1

#### **2.2.3.1 Related services**

- a) Customized Routing
- b) Signaling
- c) AIN Database Services
- d) Line Information Database (LIDB)
- e) 8XX Database Services
- f) InterNetwork Calling Name (ICNAM)
- g) Local Number Portability (LNP) Database
- h) Shared Transport

### **2.2.4 Transition**

2.2.4.1 Transition plans for embedded Network Elements identified in the above lists are identified in the following sections.

2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005, for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.4 So long as CLEC is offering an eligible Telecommunications Service - i.e., not exclusively long distance or mobile wireless services – over the high capacity loop or dedicated transport it may obtain that element as a UNE. If CLEC accesses and uses a UNE consistently with this section, CLEC may provide any Telecommunications Services over that UNE.

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**2.8 Non-Impaired Wire Center criteria and requirements** - To submit an order to obtain a high-capacity loop or transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 3.1.1 and 3.1.2, and that a requested unbundled DS1, DS3 or dark fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Sections 4.1.1, 4.1.2 and 4.1.7.1.1. CLEC shall provide a blanket letter (certification) or other mutually agreed upon form to document its self-certification.

2.8.1 CLEC and Qwest shall make reasonable and cooperative efforts to (a) transition the embedded Network Elements identified in Sections 2.2.1(a), 2.2.1(b), 2.2.2(a), 2.2.2(b) and 2.2.3 above to CLEC's own facilities or other wholesale facilities or services within (90) ninety days of execution of this Amendment, and (b) transition the embedded Network Elements identified in Sections 2.2.1(c) and 2.2.2(c) above to CLEC's own facilities or other wholesale facilities or services by September 11, 2006.

2.8.2 Qwest shall make available to CLEC a list of Tier 1 and Tier 2 Wire Centers and Non-Impaired Wire Centers (see: <http://www.qwest.com/wholesale/clecs/sgatswireline.html#nonimp>) that satisfy the criteria in Section 2.2 above and update that list as additional Wire Centers meet these criteria.

2.8.3 Qwest has designated certain Wire Centers as Tier 1 Wire Centers, Tier 2 Wire Centers, and/or as Wire Centers in which DS1 and/or DS3 Loops are no longer available. Upon request, Qwest shall provide CLEC the methodology Qwest has used in making the determination that Wire Centers meet the applicable non-impairment thresholds specified in Section 2.9.1. CLEC's request for, and Qwest's provision of, the methodology will not be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nor will it preclude or estop Qwest or CLEC from taking any position in any forum concerning what information may be exchanged between Qwest and CLEC. In addition, CLEC reserves the right to dispute a determination by Qwest that any Wire Center meets the applicable non-impairment thresholds specified in Section 2.9.1 through the dispute resolution provisions of the Agreement or in any appropriate Commission or FCC proceeding. Pursuant to the definition of Fiber-based Collocator, carriers that have entered into merger and/or other consolidation agreements will be treated as affiliates provided that the merged and/or

consolidated entities have provided appropriate notice to Qwest of their merging and/or consolidation.

2.8.4 Additional Non-Impaired Wire Centers. If Qwest determines after the effective date of this Amendment that additional Qwest Wire Centers meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer is required to offer Unbundled DS1 or DS3 Loops, or that additional Qwest Wire Centers should be reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice of its determination to CLEC and to the relevant state commission or the FCC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. If CLEC makes a commercially reasonable best effort to transition such services and if extraordinary circumstances arise the Parties agree to discuss an alternate time frame. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition periods above, Qwest will convert facilities to month-to-month service arrangements in Qwest's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring change charges in the applicable Qwest tariff associated with such conversions.

2.8.5. In the event that (1) Qwest designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) Qwest acknowledges or a state or federal regulatory body with authority determines that, at the time Qwest designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then within ninety (90) days of such acknowledgement or determination Qwest and CLEC will work cooperatively to transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, on the next billing cycle following the transition, Qwest shall credit CLEC the difference between the monthly recurring and non-recurring rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

## **2.9 Service Eligibility Criteria**

2.9.1 Except as otherwise provided in this Section 2.9, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements. The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled

EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

2.9.1.1 Qwest need not provide access to (1) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service, unless the requesting telecommunications carrier certifies that all of the following conditions are met.

2.9.1.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

2.9.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

2.9.1.2.3 Telephone Number Assignment. Each circuit to be provided to each customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1-equivalent circuit must have at least one (1) local telephone number and each DS3 circuit must have at least twenty-eight (28) local voice numbers assigned to it. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call. CLEC will provide local telephone number assignments by circuit within (30) thirty days of provisioning services.

2.9.1.2.4 911 or E911. Each circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.9.1.2.5 Collocation. CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA.

In addition:

2.9.1.2.5.1 Each circuit to be provided to each customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location. CLEC can satisfy this prong through reverse collocation.

2.9.1.2.5.2 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the customer's premises, when Qwest is the collocator; and

2.9.1.2.5.3

When DS1 loops are multiplexed onto DS3 transport facilities the transport facility must be terminated in a Collocation arrangement subject to section 2.9.1.2.5.1 and 2.9.1.2.5.2.

2.9.1.2.6 Interconnection Trunk and Calling Party Number. Each circuit to be provided to each Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party's Number in connection with calls exchanged over the trunk. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. These arrangements that do not include trunking going in both directions cannot be attributed towards satisfaction of this criterion. At a minimum, each DS1 EEL circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the Customer served by the circuit. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk in the same LATA as the Customer served by the circuit.

2.9.1.2.7 End Office Switch. Each circuit to be provided to each customer will be served by a Switch capable of Switching local voice traffic. CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic. CLEC will provide the Switch type in the LERG and the CLLI code for the Switch satisfying this criterion.

2.9.1.3 CLEC must provide a blanket certification letter to Qwest, or other mutually agreed upon communication, that each high capacity UNE loop in combination, or Commingled, with a Qwest-provided high capacity transport facility meets the Service Eligibility Criteria set forth above.



2.9.1.4 CLEC's Service Eligibility for new high capacity combination or Commingled facilities subject to this section 2.9.1 shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate Private Line/Special Access or alternative service within thirty (30) Days.

2.9.1.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility Audits of CLEC's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

2.9.1.5.1 On an annual basis, Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities described in section 2.9.1.1, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

2.9.1.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria as set forth in section 2.9.

2.9.1.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audits. If a Service Eligibility Audit report concludes that CLEC failed to comply in all material respects with the service eligibility criteria set forth above, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria set forth above, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility Audit.

2.9.1.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

2.9.1.5.5 Qwest may only exercise its Service Eligibility Audit rights with respect to CLEC on an annual basis, unless an audit finds non-compliance.

2.9.1.5.6 At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

2.9.1.5.7 Service Eligibility Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

2.9.1.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section.

2.9.1.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

2.9.1.5.10 If a Service Eligibility Audit report concludes that high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to Private Line/Special Access or alternative service and CLEC must true-up any difference in payments within the first or second billing cycle.

2.9.1.5.11 CLEC may request a copy of the independent auditor's report.

### **3.0 Unbundled Loop**

3.1 Unbundled Loops are available pursuant to CLEC's Agreement and the following terms and conditions.

**3.1.1 DS1 Unbundled Loops.** Subject to the cap described in Section 3.1.1.1, Qwest shall provide CLEC with non-discriminatory access to a DS1 loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that Wire Center.

**3.1.1.1 Cap on Unbundled DS1 Loop Circuits.** CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

**3.1.1.2 Transition period for DS1 loop circuits.** For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS1 loop UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 3.1.1 or 3.1.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that Loop element. Where Qwest is not required to provide unbundled DS1 loops pursuant to Sections 3.1.1 or 3.1.1.1, CLEC may not obtain new DS1 loops as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

