Exhibit

61-67

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET TC 01-

QWEST COMMUNICATIONS CORPORATION'S

AFFIDAVIT

OF

JUDITH L. BRUNSTING

SECTION 272

OCTOBER 24, 2001

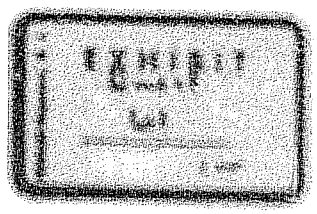


TABLE OF CONTENTS

I. INTRODUCTION 1

II. EXECUTIVE SUMMARY 2

III. THE 272 AFFILIATE SATISFIES THE SEPARATE AFFILIATE REQUIREMENTS OF SECTION 272(A) 6

IV. THE 272 AFFILIATE COMPLIES WITH THE STRUCTURAL AND TRANSACTIONAL REQUIREMENTS OF SECTION 272(B) 7

A. Section 272(b)(1) – Operate Independently from the BOC 8

B. Section 272(b)(2) – Separate Books, Records, and Accounts 9

C. Section 272(b)(3) – Separate Officers, Directors, and Employees 10

D. Section 272(b)(4) – No Recourse to BOC's Assets 12

E. Section 272(b)(5) – Transactions at Arm's Length, in Writing, and Publicly Available 13

V. SECTION 272(G) – JOINT MARKETING 30

VI. THE 272 AFFILIATE'S TRAINING EFFORTS 31

VII. CONCLUSION 31

AFFIDAVIT

OF

JUDITH L. BRUNSTING

Section 272

Judith L. Brunsting declares as follows:

My name is Judith L. Brunsting. My business address is 198 Inverness Drive West, 2nd floor, Englewood, Colorado, 80112. I am Senior Director of 272 Business Development in Qwest Corporation ("Qwest").[1]

I. INTRODUCTION

The purpose of my affidavit is to provide the South Dakota Utilities Commission ("Commission") with information relating to the progress Qwest Communications Corporation, (hereafter "272 Affiliate") the designated 272 affiliate, has made with regard to Section 272 of the Telecommunications Act of 1996 (the "Act"). I will show that the 272 Affiliate is prepared to satisfy Section 272 requirements once Qwest Corporation, (hereafter the "BOC"), obtains Section 271 authority.

I will demonstrate that upon the BOC's receipt of in-region, interLATA authority in South Dakota, the 272 Affiliate will comply with Section 272. In this affidavit I will address compliance with Sections 272(a) "Separate Affiliate Required for Competitive Activities", 272(b) "Structural and Transactional Requirements", and 272(g) "Joint

[1] Professional experience, education and other biographical information is set forth in Appendix: Exhibit JLB-272-1.

Marketing" of the Act, as well as related rules as determined by the Federal Communications Commission ("FCC").

I will also discuss the nondiscriminatory safeguards described in Section 272(c) of the Act. Although not specifically directed at the 272 Affiliate, with the exception of the express exemption set forth in Section 272(g), the BOC may not provide the 272 Affiliate with greater access to its goods, services, facilities, or information. All interexchange carriers, including the 272 Affiliate, must be given equal access. Further, all transactions between the 272 Affiliate and the BOC must be accounted for in accordance with the FCC's affiliate transaction rules. I will demonstrate the business processes the 272 Affiliate has in place to comply with these safeguards and ensure arm's length transactions for the services it receives and provides.

I will also explain the steps the 272 Affiliate has taken to ensure it satisfies the requirements of Section 272, including implementation of employee training and awareness efforts.

Before discussing the facts showing the 272 Affiliate is prepared to satisfy Section 272, it is important to distinguish the difference between Section 271 satisfaction and Section 272. Section 271 sets forth the requirements which must be satisfied before the BOC can enter the in-region, interLATA market. Section 272 defines how the BOC or any affiliate of the BOC must operate when offering such interLATA services once the BOC receives Section 271 authority. Thus, there is no specific requirement for the 272 Affiliate to meet Section 272 obligations now; it must

only demonstrate that it will comply with the requirements of Section 272.[2] The 272 Affiliate must present evidence that it is prepared to operate under the terms of Section 272 once the BOC is granted authorization to provide in-region, interLATA services in the state of South Dakota. In essence, the Commission must make a "predictive judgment" about whether the 272 Affiliate will comply with Section 272. The FCC has recognized this distinction in its Section 271 decisions.[3] As demonstrated below, the 272 Affiliate is prepared to adhere to the requirements of Section 272 for as long as the requirements of Section 272 are in place.

II. EXECUTIVE SUMMARY

This affidavit provides the Commission with information relating to the 272 Affiliate's preparations to operate in accordance with Section 272 of the Telecommunications Act of 1996. I provide an overview of the 272 Affiliate's processes and procedures, which establish that the 272 Affiliate is prepared to offer service in

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[2] Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York, Memorandum Opinion and Order, CC Docket No. 99-295, FCC 99-404 15 FCC Rcd 3953, ¶403 (rel. Dec. 22, 1999), ("Bell Atlantic New York Order"); Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket No. 00-65, FCC 00-238, 15 FCC Rcd 18354, ¶394 (rel. June 30, 2000), ("SBCTexas Order").

[3] Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, FCC 98-271, 13 FCC Rcd 20599, ¶321 (rel. Oct. 13, 1998) ("BellSouth Louisiana II

compliance with Section 272. The affidavit of Ms. Marie E. Schwartz, an employee of the BOC, provides additional evidence as to how the BOC is implementing Section 272's requirements.

During the period from July 1, 2000 through April 2001, a merger occurred between U S WEST and Qwest, followed by a reorganization of the company. Qwest decided in January 2001 to designate Qwest Communications Corporation ("QCC") as its 272 Affiliate of the future rather than U S WEST Long Distance (now Qwest Long Distance ("QLD")). On March 26, 2001, the significant requirements of Section 272 had been overlaid onto the 272 Affiliate and it was prepared to satisfy Section 272.

I will demonstrate that the 272 Affiliate will satisfy all of the relevant requirements of Section 272, and the related rules directed by the FCC, following the BOC's receipt of in-region, interLATA authority in South Dakota. The 272 Affiliate is a separate affiliate that will offer originating interLATA services in South Dakota upon approval.

There are three provisions of Section 272 that directly affect the 272 Affiliate: subsections (a), (b), and (g). I will address each of these provisions and explain how the 272 Affiliate is prepared to satisfy each of them. Qwest has replicated its processes and procedures from QLD for Section 272 compliance and implemented them within QCC.

Order") ("requires a predictive judgment regarding the future behavior of the BOC.") *See Also* Bell Atlantic New York, ¶402; SBC Texas Order, ¶305.

Section 272(a) of the Act requires the BOC to provide in-region, interLATA long distance services through one or more separate long distance affiliates. Upon Section 271 approval, long distance services will be offered by Qwest through the 272 Affiliate.

Section 272(b) requires the 272 Affiliate to operate independently from the BOC; maintain separate books, records, and accounts; have its own directors, officers, and employees; obtain credit that will not provide recourse to the assets of the BOC; and, conduct all transactions with the BOC on an arm's length basis, with all such transactions reduced to writing and available for public inspection. The 272 Affiliate will satisfy these requirements of the Act.

Section 272(g) sets forth guidelines on how the 272 Affiliate and the BOC can jointly market interLATA long distance services. The 272 Affiliate will adhere to these requirements of the Act.

I will discuss the employee training and awareness efforts the 272 Affiliate has implemented to ensure it continues to follow the applicable Section 272 requirements.

I will also discuss the relationship between several different companies within the Qwest corporate family. These companies are discussed repeatedly in my affidavit: 1) Qwest Communications Corporation ("QCC"), 2) Qwest Corporation ("QC"), 3) Qwest Services Corporation ("QSC"), and 4) Qwest Communications International Inc. Given the similarity of the acronyms between the companies, it may be difficult to review my affidavit if the companies were referred to in that manner. Consequently, in my affidavit I will refer to QCC as the Section "272 Affiliate"; QC as the "BOC"; and Qwest Services Corporation, the parent of the 272 Affiliate and the BOC, as the "Services Company".

III. THE 272 AFFILIATE SATISFIES THE SEPARATE AFFILIATE REQUIREMENTS OF SECTION 272(a)

Section 272(a) requires the BOC to provide interLATA long distance services through one or more separate long distance affiliates. When authorized, QCC will be that separate 272 affiliate. I have confirmed the 272 Affiliate ("QCC") is an indirect, wholly owned subsidiary of Qwest Communications International Inc., a Delaware corporation. The 272 Affiliate is a duly formed and existing corporation organized under the laws of the State of Delaware as shown in Exhibit JLB-272-2. The 272 Affiliate and the BOC are both subsidiaries of Qwest Service Corporation ("QSC" or "Services Company") which is a wholly owned subsidiary of Qwest Communications International Inc.. See Exhibit JLB-272-3. The 272 Affiliate is not a subsidiary of the BOC or any affiliated ILEC. I have also confirmed that the 272 Affiliate owns no stock of the BOC nor does the BOC own any stock of the 272 Affiliate. Thus, as both a legal and practical matter, the two companies are separate.

The 272 Affiliate currently holds a certificate of authority to transact business from the Secretary of State in each of the fourteen (14) states comprising the BOC's territory. The 272 Affiliate's "Certificate of Disclosure" for South Dakota provides it with authority to operate in the state. See Exhibit JLB-272-4.

Prior to the Qwest - U S WEST merger, U S WEST had formed U S WEST Long Distance as a separate affiliate. It was to provide in-region, interLATA telecommunications services in its 14-state territory once Section 271 authority was granted. At that time, U S WEST Long Distance was planning to offer in-region,

interLATA long distance service as a reseller, using the underlying facilities of various carriers.

In the summer of 2000, once the merger was completed, U S WEST Long Distance's name was changed to Qwest Long Distance ("QLD"). In the fall of 2000, Qwest revisited the strategy regarding which legal entity should offer interLATA services in-region. In January 2001, QCC was identified as the 272 subsidiary of the future. A transition plan was devised to bring QCC into being Section 272 compliant. The activities included placing employees in the appropriate Qwest entity, evaluating and documenting all transactions between the 272 Affiliate and the BOC, posting all such transactions to the Internet, training employees, and ensuring all other separateness requirements of 272. In less than three months, QCC was "turned up" as a compliant Section 272 Affiliate on March 26, 2001.

Qwest Long Distance continues to exist today as a fully compliant 272 subsidiary and is scheduled to be dissolved at the end of October 2001. The 272 Affiliate satisfies the requirements of Section 272(a).

IV. THE 272 AFFILIATE COMPLIES WITH THE STRUCTURAL AND TRANSACTIONAL REQUIREMENTS OF SECTION 272(b)

Section 272(b) contains five "structural separations" that the BOC and the 272 Affiliate must maintain for as long as the requirements of Section 272 are in force. Section 272(b) requires the 272 Affiliate to operate independently from the BOC; maintain separate books, records, and accounts; have its own directors, officers, and employees; obtain credit that will not provide recourse to the assets of the BOC; and

conduct all transactions with the BOC on an arm's length basis, with all such transactions reduced to writing and available for public inspection. The 272 Affiliate will satisfy these requirements of the Act.

A. Section 272(b)(1) – Operate Independently from the BOC

Section 272(b)(1) requires the 272 Affiliate to operate independently from the BOC. Several facts show that the 272 Affiliate satisfies this provision for as long as the requirements of Section 272 are in place:

a. The 272 Affiliate does not and will not jointly own, with the BOC, telecommunications transmission and switching facilities, or the land and buildings on which such facilities are located.

b. The 272 Affiliate is not currently providing to the BOC operations, installation, or maintenance ("OI&M") services in connection with the BOC's switching and transmission facilities, nor will it provide these services to the BOC as long as Section 272 is in force.

c. The 272 Affiliate will not accept OI&M services in connection with the 272 Affiliate's switching and transmission facilities from the BOC or any other Qwest affiliate.

d. Qwest's 272 Affiliate plans to provide its own in-region, interLATA long distance products and services. It will use its own transmission and switching facilities and obtain wholesale network services from one or

more unaffiliated carriers. The 272 Affiliate will perform OI&M on its own network facilities.

The 272 Affiliate may purchase telecommunications services from the BOC at the same rates, terms and conditions applied to other carriers.[4] If the 272 Affiliate obtains a tariffed exchange service or exchange access service from the BOC, the BOC may provide the OI&M functions on its own network, which it uses to provide that service to the 272 Affiliate. Likewise, if the BOC were to obtain a long distance service from the 272 Affiliate, the 272 Affiliate would be allowed to provide the OI&M functions on the facilities used to provide that service.

B. Section 272(b)(2) – Separate Books, Records, and Accounts

Section 272(b)(2) requires the 272 Affiliate to maintain books, records, and accounts separate from the books, records, and accounts of the BOC. Several facts show that the 272 Affiliate satisfies this provision:

a. The 272 Affiliate follows Generally Accepted Accounting Principles ("GAAP"), as adopted by the FCC in Docket 96-150. GAAP requires accrual accounting, and the 272 Affiliate follows this practice. The 272 Affiliate's books, records, and accounts are maintained in accordance with

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[4] Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, as amended, First Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 96-149, FCC 96-489, 11 FCC Rcd at 21905, ¶164 (rel. Dec. 24, 1996) ("Non-Accounting Safeguards Order").

GAAP and consolidated into Qwest Communications International Inc.'s financials. Since Qwest Communications International Inc. is a publicly held corporation subject to federal securities statutes, it reports its financial activities in accordance with GAAP.

b. Qwest Communications International Inc.'s consolidated financial statements, as contained in the Form 10-K filed with the Securities and Exchange Commission ("SEC"), includes the report of its independent auditor, Arthur Andersen, L.L.P.. Arthur Anderson provides an unqualified opinion regarding the fair presentation of those statements in accordance with accounting principles generally accepted in the United States. These financial statements include the consolidated results of the 272 Affiliate. Please see Exhibit MES-272-4 of Marie Schwartz's affidavit for this report.

c. The 272 Affiliate has established and maintains a Chart of Accounts that is separate from the BOC's Chart of Accounts as shown in confidential Exhibit JLB-272-5C.

d. The 272 Affiliate will maintain a separate set of financial statements from those of the BOC for internal and corporate use. The Qwest Communications Corporation consolidated balance sheet for December 2000, first quarter and second quarter 2001 is attached as confidential Exhibit JLB-272-6C.

e. The 272 Affiliate maintains expenditure controls ensuring the 272 Affiliate's funds are expensed and accounted for appropriately. The necessity and accuracy of an expense or capital expenditure is the responsibility of every 272 Affiliate employee. When an employee initiates payment of funds, the employee is certifying that a valid business purpose exists for the expenditure. All expenditures also require approval from a supervisor who certifies and reviews the documentation associated with the expenditure. Policies exist specifying the amount each level of management is allowed to approve for expenditures related to third party vendors.

f. The ledger system of the 272 Affiliate is separate from the BOC's ledger system. This system contains "edits" to control and validate appropriate classification of expense. The books are part of the annual financial audit conducted by an external auditor. Consolidation for external reporting purposes takes place using a separate financial reporting tool.

g. The 272 Affiliate's general ledger (accounting software) is maintained on the PeopleSoft FRED system, which is the same general ledger system Qwest used prior to the merger. The system and data are maintained on hardware located at facilities in Arlington, Virginia. The BOC's general ledger (accounting software) is maintained on the PeopleSoft PROFIT system, which is the same general ledger system that U S WEST used

prior to the merger. This system and data are maintained on hardware located at the Zuni facility in Denver, Colorado. Therefore, the 272 Affiliate and the BOC maintain separate accounting software which are located at different locations.

h. The 272 Affiliate's accounting and finance functions are performed on behalf of the 272 Affiliate by the Services Company.

i. The 272 Affiliate has its own federal tax identification number that is separate from the BOC's federal tax identification number.

j. The 272 Affiliate pays applicable taxes and fees to various taxing and regulatory agencies separately from the BOC.

k. The 272 Affiliate complies with state and FCC regulatory reporting requirements separately from the BOC.

C. Section 272(b)(3) – Separate Officers, Directors, and Employees

Section 272(b)(3) requires the 272 Affiliate to have separate officers, directors, and employees from the BOC. In the Bell Atlantic-New York and SBC-Texas orders, the FCC found that a comparison of the BOC and the Section 272 Affiliate's officer and director lists and payrolls was sufficient to demonstrate compliance with Section

272(b)(3).[5] The FCC found in its BellSouth Louisiana II Order that "...[n]either the statute nor our implementing regulations require a BOC to outline the reporting structure of its affiliate's Board of Directors..." or to "establish a minimum number of Board members" in order to show compliance with this section of the Act.[6] To meet its burden of proof, the Section 272 Affiliate must only provide evidence that its officers, directors, and employees are separate from those of the BOC. The 272 Affiliate satisfies this provision as shown by the following facts:

a. The 272 Affiliate has no officers, directors, or employees who are also officers, directors, or employees of the BOC. The 272 Affiliate has two directors – Drake Tempest and Robin Szeliga. Neither Mr. Tempest nor Ms. Szeliga is an officer, director, or employee of the BOC. Exhibit JLB-272-7 provides a complete listing of the 272 Affiliate's directors and officers, none of whom is an officer, director, or employee of the BOC. Further, Exhibit JLB-272-8 provides a complete listing of the BOC's directors and officers, none of whom is an officer, director or employee of the 272 Affiliate.

b. No director of the 272 Affiliate will also act as a director of the BOC and, as long as the requirements of Section 272 remain in force. No director of the 272 Affiliate will also simultaneously act as a director of the BOC.

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[5] Bell Atlantic New York Order, ¶ 409; SBC Texas Order, ¶ 401.

[6] BellSouth Louisiana II Order, ¶ 330.

c. The 272 Affiliate and the BOC maintain and will continue to maintain separate payrolls. The 272 Affiliate currently employs a separate staff from the BOC. No 272 Affiliate officer, director, or employee is an officer, director, or employee of the BOC. As long as the requirements of Section 272 remain in force, no officer, director, or employee of the 272 Affiliate will simultaneously act as an officer, director, or employee of the BOC.

d. The 272 Affiliate, the BOC, and the Service Company have provided employees with color identification materials to assist in identifying the associated affiliate. Colors on each employee's badge and office nameplate identify his or her employer. For example, employees of the 272 Affiliate have red on their badges and office nameplates.

e. Comprehensive separations between 272 Affiliate and BOC employees are maintained throughout all operations. For example, when BOC employees provide payroll services to the 272 Affiliate, the services are documented in the form of a Work Order; the rates, terms, and conditions are available for public inspection, as required by Section 272(b)(5). When 272 Affiliate employees provide services to Qwest affiliates, including the BOC, the employees are required to time report and the BOC is charged for their time using rates set according to applicable FCC requirements. These services are documented in the form of a Task Order, with rates, terms, and conditions available for public inspection, as required by Section 272(b)(5).

f. Qwest has a policy prohibiting the loan or 100% use of an employee between the BOC and the 272 Affiliate for more than four months out of any twelve-month period. By way of example, if a 272 Affiliate or BOC employee were to provide service to the other company of 100% of his or her time for three months, the service would be agreed to between QCC and QC, reduced to writing, posted to the Internet, and made publicly available.

g. When an employee accepts employment with another company in the Qwest corporate family, the 272 Affiliate initiates a series of activities. The departing 272 Affiliate employee must notify his or her manager of the decision to leave. The departing 272 Affiliate employee must return 272 Affiliate-owned assets and account for documents in his or her possession prior to the resignation date. Upon departing, the ex-employee is required to sign a document indicating he or she has returned all assets and understands that he or she may not disclose confidential Qwest information. After the resignation date, the 272 Affiliate removes the ex-employee from its payroll.

h. Several policies and guidelines are in place to restrict the sharing of information by employees who move between entities. First, upon acceptance of a position with one Qwest company, the new employee is required to sign a non-disclosure statement to prevent the sharing of non-public information between the companies. Second, employees are required to annually review the Code of Conduct, which provides guidelines that

govern the relationship and business transactions between the various affiliates of Qwest. Lastly, on departing, the employee must review and sign an acknowledgement form stating that the employee no longer has access to Qwest assets and may not disclose Qwest information after his or her departure date. This includes Qwest information assets. See Exhibit JLB-272-9 for the Qwest Offer Letter and Exhibit JLB-272-10 for the Qwest Exit Checklist.

Organizationally, separation between the BOC and the 272 Affiliate is maintained throughout at all times. The FCC found in the BellSouth Louisiana II Order, Paragraph 330, that "...[N]either the statute nor our implementing regulations require a BOC to outline the reporting structure of its affiliate's Board of Directors..." to show compliance with this section of the Act. To meet its burden of proof, the Section 272 subsidiary must only provide evidence that its officers, directors, and employees are separate from those of the BOC.

The 272 Affiliate's officers have a fiduciary obligation to the 272 Affiliate's Board of Directors to manage the business in an appropriate manner. The 272 Affiliate's Board of Directors has, in turn, similar obligations and responsibilities.

It is important to note that while Congress anticipated the need for structural separation between a BOC and the Section 272 subsidiary, the Act specifically contemplates that a BOC and its Section 272 subsidiary would be affiliates under a single parent company. The very structure utilized by Qwest Communications

International Inc. is contemplated by the terms of Section 272 and FCC decisions. As affiliates, the 272 Affiliate and BOC have unique financial and business responsibilities and obligations to their boards of directors and ultimately to their shareholders, notwithstanding Section 272 requirements.

Further, these Section 272 requirements will continue to be satisfied in all future movement of employees, officers, or directors. For example, if a 272 Affiliate director is moved to any position within the BOC, that person will not remain on the 272 Affiliate's board. Similarly, if an officer of the BOC is placed on the 272 Affiliate's board, that person will cease to be employed by or serve as an officer of the BOC.

D. Section 272(b)(4) – No Recourse to BOC's Assets

Section 272(b)(4) states that the Section 272 Affiliate cannot obtain credit under any arrangement permitting a creditor to have recourse to the assets of the BOC. The following facts establish the 272 Affiliate's satisfaction of this provision.

The 272 Affiliate has not requested, nor will it request, any Qwest entity to co-sign a contract or any other agreement with the 272 Affiliate in a manner which would allow a creditor to obtain recourse to the BOC's assets.

The 272 Affiliate is capitalized separately from the BOC. Funding for the 272 Affiliate is provided by financial obligations issued by Qwest Capital Funding, Inc. ("QCFI"), a separate subsidiary of Qwest Communications International Inc. The debt issued by QCFI is guaranteed by Qwest Communications International Inc., and neither

the debt obligations issued by QCFI, nor the guarantee by Qwest Communications International Inc. provide creditors recourse to the assets of the BOC. The BOC issues its own direct financial obligations to fund its operations – principally commercial papers, notes, and bonds.

The Master Services Agreement ("MSA") between the BOC and the 272 Affiliate states that contracts entered into by the 272 Affiliate are the sole responsibility of the 272 Affiliate and have no recourse to the BOC's assets. In case of default, liability is limited to charges for costs incurred under the Agreement.

E. Section 272(b)(5) – Transactions at Arm's Length, in Writing, and Publicly Available

Section 272(b)(5) requires all transactions between the 272 Affiliate and the BOC be at arm's length, with any such transactions reduced to writing and available for public inspection. The 272 Affiliate satisfies this provision as shown by the following facts:

The 272 Affiliate has accounted for all transactions between itself and the BOC in accordance with the FCC's affiliate transaction rules back to the date of the Qwest – U S WEST merger, which closed on June 30, 2000. The accounting of all past transactions was completed on March 26, 2001, following a period of reorganization resulting from the Qwest – U S WEST merger, which closed on June 30, 2000.

All transactions between the 272 Affiliate and the BOC are documented as part of a Master Services Agreement ("MSA"), Service Agreement ("SA"), standalone contract, or purchased as a tariffed service offering. The SA between the 272 Affiliate

and the BOC is provided as Exhibit JLB-272-11. The other agreements are provided as exhibits to Ms. Marie E. Schwartz's affidavit.

All transactions between the 272 Affiliate and the BOC are posted on Qwest Communications International Inc.'s website, the contents of which are intended to be part of this record:

http://www.qwest.com/about/policy/docs/arcloverview.html

Exhibit JLB-272-12 includes a sample of the contents of that site.[7]

d. The 272 Affiliate, as an added protection, is required to contact its BOC Sales Executive Team Sales Executive to obtain access services like all other BOC access service customers. Sales Executives make sure all interexchange carriers have equal access to the BOC's goods, services, facilities, and information. The 272 Affiliate's Sales Executive, as with any other carrier, contacts the representative in the BOC business unit providing the requested service as well as a manager in the BOC's Regulatory Accounting group.

e. The 272 Affiliate is also required to use the BOC Service Management Team as a single source of support for all provisioning, maintenance, and repair issues in conjunction with the services they purchase from the BOC. The Service

[7] Website was visited and pages printed on September 26, 2001.

Management Team, as with any other carrier, handles escalations and service concerns associated with these services.

A process flow has been created for services requested by the 272 Affiliate that are not currently being provided by the BOC. A Compliance Oversight Team provides guidance as to the nondiscriminatory requirements that may exist if the BOC offers service. The 272 Affiliate is not represented on, nor does it have a member on the BOC Compliance Oversight Team. Further, Qwest Long Distance is not represented on, nor did it have a member on the BOC Compliance Oversight Team.

V. SECTION 272(g) – JOINT MARKETING

Section 272(g) of the Act provides guidelines the 272 Affiliate and the BOC must follow relative to joint marketing. The BOC will not market or sell the in-region, interLATA services of the 272 Affiliate until authorized. The 272 Affiliate understands its obligations under previous FCC 271 orders relative to Section 272, and is prepared to follow the joint marketing rules.

In this application the 272 Affiliate will not be providing proposed marketing scripts or plans, nor is it required to do so. As stated in the FCC order for BellSouth South Carolina, regarding proposed telemarketing scripts,

> We do not require applicants to submit proposed marketing scripts as a precondition for Section 271 approval, nor do we expect to review revised marketing scripts on an ongoing basis once Section 271 authorization is granted. Applicants are free to tell us how they intend to joint market, although we do not require them to do so.[8]

The FCC reaffirmed this position in the Bell Atlantic–New York order by stating:

> We reject as inconsistent with Commission precedent AT&T's contention that Bell Atlantic must submit proposed marketing scripts in order to demonstrate compliance with Section 272(g).[9]

Further, it is important to point out that in its *Non-Accounting Safeguards Order*, the FCC stated that "no regulations are necessary to implement section 272(g)(1)."[10]

There are actually three general provisions for joint marketing contained within Section 272(g) of the Act.

First, if the BOC permits its 272 Affiliate to market or sell the BOC's telephone exchange services, the BOC must allow other carriers to similarly market and sell the BOC's telephone exchange services.

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8 Application of BellSouth Corporation, et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services in South Carolina, Memorandum Opinion and Order, CC Docket No. 97-208, FCC 97-418, 13 FCC Rcd. 539, ¶236, (rel. Dec. 24, 1997), ("BellSouth South Carolina Order")

9 Bell Atlantic New York Order, ¶419.

10 Non-Accounting Safeguards Order, ¶286.

Second, the BOC may not market the 272 Affiliate's in-region interLATA services until the BOC receives authority to offer in-region interLATA services pursuant to Section 271 of the Act.

Third, Section 272(g)(3) provides that the BOC's joint marketing and sale of service on behalf of its Section 272 Affiliate do not violate the nondiscrimination requirements of Section 272(c).

The specific requirements of Section 272(g)(1) of the Act state:

> Affiliate Sales of Telephone Exchange Services – A Bell operating company affiliate required by this section may not market or sell telephone exchange services provided by the Bell operating company unless that company permits other entities offering the same or similar service to market and sell its telephone exchange services.

The 272 Affiliate will not market or sell BOC services except through agreement on an arm's length basis, reduced to writing, and made publicly available as required by Section 272(b)(5).

The specific requirements of Section 272(g)(2) of the Act state:

> Bell Operating Company Sales of Affiliate Services – A Bell operating company may not market or sell interLATA service provided by an affiliate required by this section within any of its in-region States until such company is authorized to provide interLATA services in such State under section 271(d).

The 272 Affiliate will not market or sell interLATA services with the BOC until the BOC is authorized by the FCC to provide interLATA service in South Dakota.

The specific requirements of Section 272(g)(3) state that "the joint marketing and sale of services permitted under this subsection shall not be considered to violate the nondiscrimination provisions of subsection 272(c)."

The 272 Affiliate understands that the permitted joint marketing activities will not be subject to the nondiscrimination requirements of Section 272(c). The 272 Affiliate and the BOC may provide marketing for each other, provided that such services are conducted pursuant to an arm's-length transaction, consistent with the requirements of Section 272(b)(5). Further, the 272 Affiliate understands that transactions which document BOC participation in the product design, planning, or development of 272 Affiliate services are reduced to writing, posted to the Internet, and made publicly available as defined in Section 272(b)(5). Employee training will be updated as a further measure to clarify for employees the activities associated with joint marketing and what services are offered under nondiscrimination requirements. A statement will be added to the employee training to clarify that product design, planning and development of 272 affiliate services can be offered by the BOC but it must be done on a nondiscriminatory basis.

VI. THE 272 AFFILIATE'S TRAINING EFFORTS

All Qwest Communications International Inc. employees, including those in the 272 Affiliate, are required to review the company's Code of Conduct and certify that they understand and will comply with company policies, including regulatory requirements. New hires to Qwest are obligated to go through this training within ten (10) days of hire.

In addition to overall corporate training efforts, all current 272 Affiliate employees receive further Section 272-specific training using materials shown in Exhibit JLB-272-13. The leadership of the company is fully committed to Section 272 compliance as well, as evidenced in Exhibit JLB-272-14.

The 272 Affiliate will use the Qwest Communications International Inc. Corporate Compliance Advice Line for reporting all Section 272 compliance issues. The Advice Line number is 1-800-333-8938. Any employee can call this number and get answers to their Section 272 issues, or, if necessary, to report suspected Section 272 violations. Also, by emailing Ask272@qwest.com with questions, employees have an additional 272 compliance resource.

VII. CONCLUSION

I have demonstrated how the 272 Affiliate will satisfy Section 272 of the Act, as well as the FCC's related rules. I have also explained the steps the 272 Affiliate has taken to ensure its continued satisfaction of Section 272. Additionally, my affidavit addresses the 272 Affiliate's employee training and awareness efforts to assure

continued satisfaction of Section 272. QCC understands its obligations under Section 272 and is dedicated to satisfying these obligations.

Being first duly sworn upon oath, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 16 day of October, 2001.

Judith L. Brunsting

Judith L. Brunsting

STATE OF COLORADO

COUNTY OF ARAPAHOE

Subscribed and sworn to before me this 16 day of Oct, 2001.

Notary Public

My Commission Expires
June 26, 2003

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET TC 01-

QWEST COMMUNICATIONS CORPORATION'S

EXHIBITS TO THE AFFIDAVIT

OF

JUDITH L. BRUNSTING

SECTION 272

OCTOBER 24, 2001

INDEX TO EXHIBITS

DESCRIPTION	EXHIBIT
Qualifications	JLB-272-1
QCC Articles of Incorporation	JLB-272-2
Qwest Corporate Structure	JLB-272-3
QCC "Certificate of Disclosure" for South Dakota	JLB-272-4
QCC Chart of Accounts	CONFIDENTIAL JLB-272-5C
QCC Consolidated Balance Sheet	CONFIDENTIAL JLB-272-6C
QCC Board of Directors and Officers	JLB-272-7
QC Board of Directors and Officers	JLB-272-8
Qwest Offer Letter	JLB-272-9
Qwest Exit Checklist	JLB-272-10
Service Agreement	JLB-272-11
Sample Contents from QCI's Homepage	JLB-272-12
QCC Employee Training	JLB-272-13

Letter from Shaun Gilmore to Senior Leadership Team JLB-272-14

QUALIFICATIONS OF JUDITH L. BRUNSTING

I am employed by Qwest Communications Corporation ("QCC") as Senior Director, 272 Business Development. I am responsible for implementing requirements and coordinating activities associated with Section 272 compliance. I am a graduate of Nettleton Business College with a degree in Accounting, and have more than 30 years' experience in the telecommunications industry with an emphasis in engineering, marketing, regulatory, and planning. I have held positions in the Network, Public Policy, and Wholesale organizations within the former U S WEST Communications, Inc. In 1995, I was appointed Director, Regulatory, for Time Warner Communications, and was responsible for obtaining and maintaining state and federal certification. I assumed the position of Director, Regulatory, for U S WEST Long Distance, Inc. in 1997. Network responsibilities were added to this position in 1999. I was appointed to my current position for Qwest Long Distance in November 2000. Recently, the position has transferred to Qwest Communications Corporation, the 272 Affiliate.

I base this affidavit on professional experience, personal knowledge and information available to me in the normal course of my duties, including records kept by Qwest in the regular course of business. Specifically, my experience has allowed me to develop an expertise such that I have filed testimony on the subject of Section 272 in Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, Utah, Washington, Wyoming. I have testified in Nebraska and participated in

workshops in Arizona, Colorado, and Washington, as well as the multi-state workshops for Idaho, Iowa, Montana, New Mexico, North Dakota, Utah and Wyoming.

QWEST COMMUNICATIONS CORPORATION

ARTICLES OF INCORPORATION

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY", CHANGING ITS NAME FROM "SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY" TO "QWEST COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE SIXTH DAY OF APRIL, A.D. 1995, AT 2:01 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

Edward J. Freel, Secretary of State

0642301 8100

950076813

AUTHENTICATION: 7464880

DATE: 04-06-95

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION

SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Code"), does hereby certify:

FIRST: The Board of Directors of the Corporation, by unanimous written consent, has filed with the minutes of the board a duly adopted resolution proposing and declaring advisable the following amendment to the Restated Certificate of Incorporation of the Corporation:

> "RESOLVED, that the Board of Directors of the Corporation hereby authorizes and approves that the Corporation change its name from Southern Pacific Telecommunications Company to Qwest Communications Corporation by striking out Article 1. of the Corporation's Restated Certificate of Incorporation and substituting in lieu thereof the following new Article:
>
> 1. The name of the corporation is QWEST COMMUNICATIONS CORPORATION."

SECOND: The Board of Directors of the Corporation, by unanimous written consent, has directed that the foregoing amendment to the Restated Certificate of Incorporation of the Corporation be presented to the stockholders of the Corporation for their consideration.

THIRD: The stockholders of the Corporation have given their unanimous written consent to the aforesaid amendment to the Restated Certificate of Incorporation in accordance with the provisions of Section 228 of the Code.

FOURTH: That said amendment was duly adopted in accordance with the provisions of Section 242 of the Code.

IN WITNESS WHEREOF, Southern Pacific Telecommunications Company has caused this certificate to be signed by Douglas H. Hanson, its President, and attested to by A. K. Whitelaw III, its Assistant Secretary, this 6th day of April, 1995.

Southern Pacific Telecommunications Company

[SEAL]

By: _____

Name: Douglas H. Hanson

Title: President

ATTEST:

By: _____

Name: A. K. Whitelaw III

Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:15 PM 09/16/1994
944085377 - 2135267

RESTATED CERTIFICATE OF INCORPORATION OF SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY

Southern Pacific Telecommunications Company, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

A. The name of the Corporation is Southern Pacific Telecommunications Company. The Corporation was originally incorporated under the name Evergreen Leasing Corporation, and its original Certificate of Incorporation was filed with the Secretary of State of Delaware on June 10, 1966. The Corporation changed its name to Southern Pacific Telecommunications Company pursuant to a certificate of amendment filed on March 20, 1989.

B. This Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Section 245 of the General Corporation Law of Delaware.

C. This Restated Certificate of Incorporation only restates and integrates and does not further amend the provisions of the Corporation's Certificate of Incorporation as previously amended and supplemented. There is no discrepancy between the provisions of the Corporation's

Restated Certificate of Incorporation as previously amended and supplemented and the provisions of this Restated Certificate of Incorporation.

D. The text of the Certificate of Incorporation as heretofore amended or supplemented is hereby restated to read in its entirety as follows:

Article 1. The name of the Corporation is SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY.

Article 2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

Article 3. The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

Article 4. (a) The total number of shares of all classes of stock that the Corporation is authorized to issue is 2,200,000 shares, consisting of 2,000,000 shares of Common Stock with a par value of $0.01 per share and 200,000 shares of Preferred Stock with a par value of $0.01 per share. The Preferred Stock may be issued in one or more series, and the Board of Directors of the Corporation is expressly authorized (i) to fix the designations, powers, preferences, rights, qualifications, limitations, and restrictions with respect to any series of Preferred Stock and (ii) to specify the number of shares of any series of Preferred Stock.

(b) Except as authorized by a resolution of the Board of Directors of the Corporation and expressly provided in writing by separate contract between the Issuer and a stockholder or proposed stockholder of the Corporation, no stockholder of the Corporation shall have any preemptive or similar right to subscribe for any additional shares of stock, or for other securities of any class, or for rights, warrants

or options to purchase stock or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

(c) Each stockholder of record entitled to vote shall have one vote for each share of stock standing in his name on the books of the corporation, except that in the election of directors he shall have the right to vote such number of shares for as many persons as there are directors to be elected. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

Article 5. The board of directors is expressly authorized to make, alter, or repeal the bylaws of the Corporation.

Article 6. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

Article 7. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

Article 8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Article 9. To the fullest extent permitted by Delaware statutory or decisional law, as amended or interpreted, no director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be signed and attested to by the undersigned on April 14, 1994.

SOUTHERN PACIFIC
TELECOMMUNICATIONS COMPANY

By: S. C. Rork
Name: Stephen E. Portas
Title: Executive Vice President

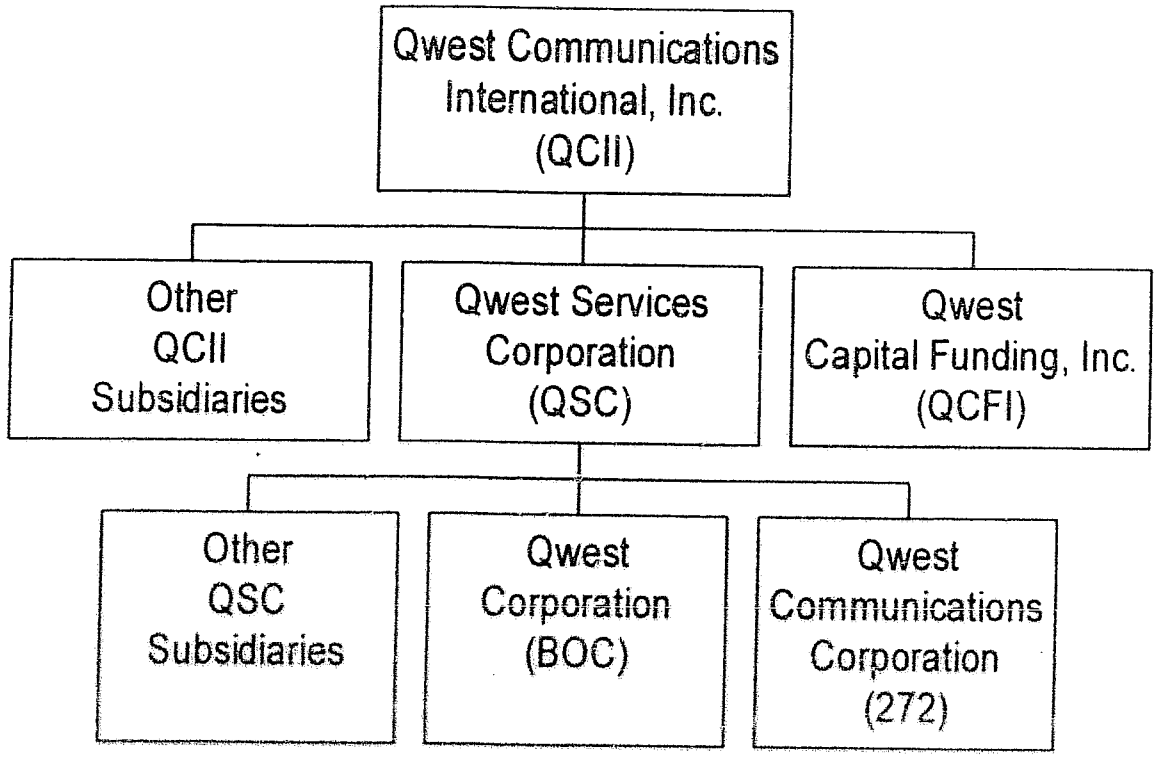
(Seal)

Attest:

Mary Ann Davis
Name: Mary Ann Davis
Title: Assistant Secretary

QWEST CORPORATE STRUCTURE

Qwest Corporate Structure



2/27/01

QWEST COMMUNICATIONS CORPORATION

"CERTIFICATE OF DISCLOSURE" FOR SOUTH DAKOTA

State of South Dakota

OFFICE OF THE SECRETARY OF STATE

Certificate of Good Standing
Foreign Corporation

ORGANIZATIONAL ID #: FB017246

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, do hereby certify that **QWEST COMMUNICATIONS CORPORATION (DE)** was authorized to transact business in this state on **September 6, 1994**

I, further certify that said corporation has complied with the South Dakota law governing foreign corporations transacting business in this state, and so far as the records of this office show, said corporation is in good standing in this State at the date hereof and duly authorized to transact business in the State of South Dakota. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 12, 2001.

Joyce Hazeltine

Joyce Hazeltine
Secretary of State

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

Description/Title of Information: QWEST COMMUNICATIONS CORPORATION CHART OF ACCOUNTS

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Chart of Accounts for Qwest Communications Corporation. This contains detailed confidential information about payroll and salaries, and information about marketing and revenue streams. Because this information would be valuable to Qwest Communications Corporation's competitors, it is proprietary.

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

Description/Title of Information: **QWEST COMMUNICATIONS CORPORATION CONSOLIDATED BALANCE SHEET**

Confidential/Proprietary Designation Rationale:

This exhibit provides financial and accounting information. It contains detailed confidential information about expenses and accounting records. Because this information would be valuable to Qwest Communications Corporation's competitors, it is proprietary.

QWEST COMMUNICATIONS CORPORATION

BOARD OF DIRECTORS AND OFFICERS LIST

Qwest Communications Corporation Officer and Director Listing

(as of June 01, 2001)

Directors:

Drake S. Tempest
Robin R. Szeliga

Officers:

Name	Office
Joseph P. Nacchio	Chairman, Chief Executive Officer and President
Drake S. Tempest	Executive Vice President, General Counsel, Chief Administrative Officer and Secretary
Marc B. Weisberg	Executive Vice President – Corporate Development
Robin R. Szeliga	Executive Vice President and Chief Financial Officer
Richard N. Baer	Senior Vice President and Deputy General Counsel
R. Steven Davis	Senior Vice President, Deputy General Counsel and Assistant Secretary
Joel Arnold	Senior Vice President – General Business Markets
Richard Weston	Senior Vice President – Internet Solutions
Yash A. Rana	Associate General Counsel and Assistant Secretary
William Bryant	Assistant Treasurer

QWEST CORPORATION

BOARD OF DIRECTORS AND OFFICERS LIST

Qwest Corporation Officer and Director Listing

(as of June 01, 2001)

Directors:

Augustine M. Cruciotti
James A. Smith

Officers:

Name	Office
James A. Smith	President
Robert Tregemba	Senior Vice President – Network
Beth Halverson	Vice President – Wholesale
Mark Pitchford	Vice President – Retail Markets
Mark Schumacher	Vice President and Controller
Kamelia Davidson	Assistant Secretary

QWEST OFFER LETTER

QWEST LETTERHEAD

[Date]

Dear [Name]:

We are pleased to extend an offer of employment to you on behalf of [Insert Appropriate Qwest Entity, e.g, Qwest Corporation, Qwest Services Corporation, Qwest IT, Qwest Wireless, or Qwest Dex]. Qwest is an aggressive company unafraid of ambitious challenges. We expect the same qualities in our employees. The work environment is fast-paced and demanding, but in return for your contributions, you may expect to be well rewarded through highly competitive compensation and benefits programs. If Qwest sounds like the place for you, we hope you will seriously consider the attractive offer outlined below.

Position Title:	[Title]
Position Type:	[Regular Full Time/Regular Part-Time]
Hiring Manager:	[Name]
Initial Work Location:	[Address]
Base Compensation:	$[Amount] base annual salary
Stock Options:	[Delete Paragraph if Inapplicable] Options to purchase [Number] shares of Qwest common stock pursuant to the Equity Incentive Plan, as amended. The purchase price of each share covered by the option will be the closing market price as of your first day of employment with Qwest. The options will vest and become exercisable in installments of twenty percent (20%) per year for 5 years from the date of the grant, for so long as you remain in continuous employment with Qwest.
2001 Incentive Compensation Plan:	Eligibility to participate in the 2001 Qwest Quarterly Incentive Compensation Plan. Your

NAME
DATE
PAGE

participation will start on the first day of the first quarter following your date of hire. In this position, you may be eligible for incentive compensation of up to [% eligibility] of your annual base salary, at the discretion of the Company and subject to the terms of the Plan.

Hiring Bonus: $ [Amount or Delete if Inapplicable], less applicable taxes and deductions.

Relocation: [Delete if Inapplicable] Reimbursement for relocation expenses at Tier [Insert Tier], as defined by the attached Relocation Policy.

First Day of Active Employment: [Date or "To Be Determined."]

In addition to the above, you will be eligible to participate in a variety of employee benefit programs in accordance with the terms of the programs. These benefits currently include, but are not limited to, a medical, dental and vision care program, a retirement savings plan, a pension plan, life insurance, and Time Off with Pay (TOP). Under the terms of the current retirement savings plan, you will automatically be enrolled at a contribution level of three percent of your base salary. Your contribution will be achieved through payroll deductions. Qwest will match your contributions of up to three percent of your base salary dollar for dollar in Qwest stock. If you do not wish to be automatically enrolled in the plan at a contribution level of three percent, please call 1-877-QWEST401K anytime after your start date to make this change. Please keep in mind that all non-vested employee benefits may be modified or cancelled periodically throughout your employment at the sole discretion of the company. Vesting schedules are contained in the plan documents governing each benefit.

Please pay special attention to the following items as this offer of employment is conditional upon your completion of each within the time frames indicated, and several of the items require immediate attention:

1. **Successfully completing a drug test within two (2) business days of your receipt of this letter.** Please contact [Insert Name and telephone number] to obtain drug testing

NAME
DATE
PAGE

locations. You will not be contacted as to the results of your test unless there is a discrepancy.

2. **Completing and Returning the enclosed Information and Authorization form and Fair Credit Reporting Act Disclosure and Authorization form within two (2) business days of your receipt of this letter.** You will not be contacted as to the results of the background checks that these forms authorize unless there is a discrepancy.
3. **Completing and returning the Qwest Application for Employment within two (2) business days of your receipt of this letter.** If your packet does not include an application, we currently have one on file for you.
4. **Signing and returning this Conditional Offer Letter and Attachment within five (5) days of your receipt of this letter.** The Attachment will govern many of the specific legal conditions of our employer-employee relationship, and your offer is contingent upon you meeting and continuing to meet all of the conditions set forth therein, in the sole determination of Qwest. Please read these conditions carefully before signing.

Sincerely,

[Staffing Representative Name/Title/Telephone Number]

NAME
DATE
PAGE

CONDITIONAL OFFER LETTER ATTACHMENT

As used in this Attachment, "QWEST" means Qwest Communications International, Inc., any successor, subsidiary, or affiliate of Qwest Communications International, Inc., and the employees, officers, directors, and agents of each. This Attachment supersedes any written or verbal representations regarding matters addressed herein, to the extent they are inconsistent.

EMPLOYMENT AT-WILL

Nothing in the conditional offer letter or this Attachment promises or implies employment for any particular duration. Just as you may terminate your employment at any time, with or without cause, QWEST may also terminate your employment at any time, with or without cause. This at-will employment relationship may not be modified except by written agreement signed by you and an authorized representative of the company at the Executive Vice President level or above. Nothing in the conditional offer letter, this Attachment or other communications, with the sole exception of the Agreement for Arbitration set forth below, creates or implies any promise of specific treatment upon which you can rely.

PRE-EMPLOYMENT INQUIRIES

As a condition of employment, the results of your pre-employment drug test and background check must be satisfactory to QWEST, in its sole discretion, regardless of whether you are placed on the payroll or begin work prior to the determination as to whether your results are satisfactory. The background check may include, but is not limited to, verification of social security number, work experience, training, licenses, certificates, and educational experience and examination of your driving record and criminal history.

COMPLIANCE WITH LEGAL REQUIREMENTS AND POLICIES

As a condition of employment, within three business days of beginning work, you must complete the Form I-9 and present appropriate documents, as required by the federal government, to establish your identity and eligibility to work in the United States. You must provide satisfactory original documentation from the lists on the Form I-9. You must agree to abide by the Qwest Code of Conduct and Qwest policies as they are issued or modified from time to time. Within fourteen days of starting employment, you must complete a statement acknowledging that you have reviewed the Qwest Code of Conduct. In addition, you must complete periodic compliance

training as a condition of continuing employment. Now and throughout your employment with QWEST, you are required to disclose to QWEST's Corporate Compliance department all potential or actual conflicts of interest. You must familiarize yourself with QWEST's Conflict of Interest Policy, which is part of the Qwest Code of Conduct, so that you can identify potential conflicts of interest. Situations in which conflicts may arise include, but are not limited to, those involving the employment of relatives, you having a direct financial interest in a competitor's or supplier's firm, or you holding a job outside of QWEST with a supplier or competitor. Please contact Corporate Compliance if you have any questions about this policy or need more detailed information. If you do not identify any conflicts of interest to the Corporate Compliance department prior to signing this Attachment, then by signing, you are confirming to QWEST that you have no conflicts of interest.

INTELLECTUAL PROPERTY

As a condition of employment, you must agree that any inventions, discoveries, creations (including without limitation software, writings, drawings and other works), improvements, Confidential Information and other intellectual property that you may develop or create, or assist in developing or creating during your employment with QWEST, whether or not patentable or eligible for copyright, that relate to the actual, planned, or foreseeable business or other activities of QWEST, or that result from your work for QWEST, shall be the exclusive property of QWEST. You shall promptly disclose such property to QWEST and shall, both during and after your employment, and without additional compensation, execute all assignments and other documents and do all things reasonably necessary to secure and enforce U.S. and foreign intellectual property rights for QWEST, including patents and copyrights. You are not obligated to assign any intellectual property to QWEST that you created prior to your employment with QWEST. You must identify in writing on a separate page any such intellectual property that has not been patented or published and forward it along with this Attachment to QWEST.

CONFIDENTIAL INFORMATION

As a condition of employment, you must agree that during your employment with QWEST, you shall not disclose or use for the benefit of any person or entity other than QWEST any Confidential Information, as defined below. In addition, during your employment with QWEST, you shall not disclose or use for the benefit of QWEST, yourself or any other person or entity any confidential or trade secret information belonging to any former employer or other person or entity to which you owe a duty of confidence or nondisclosure of such information. On the day your employment with QWEST ends, you shall return all Confidential Information to QWEST.

NAME
DATE
PAGE

From that day forward you shall not disclose Confidential Information to any person outside QWEST, or use Confidential Information for any purpose. "Confidential Information" is any oral or written technical or business information not generally known outside of QWEST, including without limitation, sensitive business information, trade secrets, intellectual property, customer records and lists, negotiations, policy manuals, merger and acquisition plans, training materials and marketing plans, corporate financial information, software and documentation, performance evaluations, analyses of competitive products, contracts and sales proposals, employment records, other critical and sensitive information, internal audit reports, and all information regarding which QWEST owes a third party a duty of confidence or confidentiality.

NON-SOLICITATION

As a condition of employment, you must agree that during the term of your employment with QWEST and for a period of one year after termination for any reason, you will not directly or indirectly induce, solicit, or entice away from QWEST any person who, at any time during the three months immediately preceding your termination, was an employee of QWEST.

RECOVERY OF BENEFITS, OVERPAYMENTS AND RECOVERY

As a condition of employment, you must agree that both during your employment and upon termination, QWEST may, where permitted by law, withhold from any compensation due to you all amounts necessary to compensate the company for your overuse of Time Off with Pay, all amounts you received from the company to which you were not legally entitled, and all indebtedness to the company, including but not limited to unpaid wireless telephone charges and company credit card charges. If you voluntarily leave QWEST within one year or are terminated for violation of the Code of Conduct, you must refund a prorated portion of any hiring bonus and relocation expenses you received (including any tax payments made on these amounts on your behalf) or have that amount withheld from your salary or other compensation. Should QWEST incur legal expenses in collecting these amounts, you are personally liable for such expenses.

AGREEMENT FOR ARBITRATION

As a condition of employment, you must agree that any claim, controversy or dispute between you and QWEST relating in any way to your employment, compensation, the termination of your employment, or the interpretation of the conditional offer letter or this Attachment, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal

NAME
DATE
PAGE

From that day forward you shall not disclose Confidential Information to any person outside QWEST, or use Confidential Information for any purpose. "Confidential Information" is any oral or written technical or business information not generally known outside of QWEST, including without limitation, sensitive business information, trade secrets, intellectual property, customer records and lists, negotiations, policy manuals, merger and acquisition plans, training materials and marketing plans, corporate financial information, software and documentation, performance evaluations, analyses of competitive products, contracts and sales proposals, employment records, other critical and sensitive information, internal audit reports, and all information regarding which QWEST owes a third party a duty of confidence or nondisclosure.

NON-SOLICITATION

As a condition of employment, you must agree that during the term of your employment with QWEST and for a period of one year after termination for any reason, you will not directly or indirectly induce, solicit, or entice away from QWEST any person who, at any time during the three months immediately preceding your termination, was an employee of QWEST.

RECOVERY OF BENEFITS, OVERPAYMENTS AND INDEBTEDNESS

As a condition of employment, you must agree that both during your employment and upon termination, QWEST may, where permitted by law, withhold from any compensation due to you, all amounts necessary to compensate the company for your overuse of Time Off with Pay, all amounts you received from the company to which you were not legally entitled, and all indebtedness to the company, including but not limited to unpaid wireless telephone charges and company credit card charges. If you voluntarily leave QWEST within one year or are terminated for violation of the Code of Conduct, you must refund a prorated portion of any hiring bonus and relocation expenses you received (including any tax payments made on these amounts on your behalf) or have that amount withheld from your salary or other compensation. Should QWEST incur legal expenses in collecting these amounts, you are personally liable for such expenses.

AGREEMENT FOR ARBITRATION

As a condition of employment, you must agree that any claim, controversy or dispute between you and QWEST relating in any way to your employment, compensation, the termination of your employment, or the interpretation of the conditional offer letter or this Attachment, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal

NAME
DATE
PAGE

theory, including but not limited to disputes relating to the interpretation of the confidential offer letter or this Attachment; claims under Title VII of the Civil Rights Act of 1964, as amended; claims under the Civil Rights Act of 1991; claims under the age Discrimination in Employment Act of 1967, as amended; claims under 42 U.S.C. sections 1981, 1981a, 1983, 1985, or 1988; claims under the Family and Medical Leave Act of 1993; claims under the Americans with Disabilities Act of 1990, as amended; claims under the Rehabilitation Act of 1973, as amended; claims under the Fair Labor Standards Act of 1938, as amended; claims under the Employee Retirement Income Security Act of 1974, as amended; claims under the Colorado Anti-Discrimination Act; or claims under any other similar federal, state, or local law or regulation, whenever brought or amended, shall be resolved by arbitration. However, if you would be legally required to exhaust administrative remedies before obtaining legal relief, you can and must exhaust such administrative remedies prior to pursuing arbitration. The only legal claims between you and QWEST that are not included within this Agreement for Arbitration are claims by you for workers' compensation or unemployment compensation benefits. **By signing this Attachment, you voluntarily, knowingly and intelligently waive any right you may otherwise have to seek remedies in court or other forums, including the right to a jury trial. QWEST also hereby voluntarily, knowingly and intelligently waives any right it might otherwise have to seek remedies against you in court or other forums, including the right to a jury trial.** The Federal Arbitration Act, 9 U. S.C. sections 1-16 ("FAA") shall govern the arbitrability of all claims, provided that they are enforceable under the FAA, as it may be amended from time to time. In the event the FAA does not govern, the Colorado Uniform Arbitration Act shall apply. In the event the Colorado Uniform Arbitration Act may not lawfully be applied, the law of the state in which you principally performed the duties of your position with QWEST shall apply. Additionally, the substantive law of Colorado, to the extent it is consistent with the terms stated in this Attachment, shall apply to any common law claims. This Agreement for Arbitration supersedes any prior arbitration agreement between you and QWEST.

A single arbitrator engaged in the practice of law shall conduct the arbitration under the applicable rules and procedure of the American Arbitration Association ("AAA"). Any dispute that relates to your employment with QWEST or to the termination of your employment will be conducted under the AAA National Rules for the Resolution of Employment in effect when the demand for arbitration is filed. The parties shall mutually agree upon an arbitrator and a location for the arbitration within metropolitan Denver, Colorado. Other than as set forth herein, the arbitrator shall have no authority to add to, detract from, change, amend, or modify existing law. The arbitrator shall have the authority to order such discovery as is necessary for a fair resolution

NAME
DATE
PAGE

of the dispute. The arbitrator may award punitive damages, where provided for by statute or the common law, subject to applicable caps (including but not limited to those set forth in 42 U.S.C. Section 1981a), regardless of any limitations imposed by federal, state, or local laws regarding punitive damage awards in arbitration proceedings. All arbitration proceedings, including without limitation, settlements under this Agreement for Arbitration will be confidential. You shall not be required to pay more than One Hundred Fifty Dollars of the arbitrator's hourly fees and expenses. The prevailing party in any arbitration shall be entitled to receive reasonable attorneys' fees as provided by law. The arbitrator's decision and award shall be final and binding, as to all claims that were, or could have been raised in the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator's award shall be in writing and shall reveal the essential findings and conclusions on which the award is based. If any party hereto files a judicial or administrative action asserting claims subject to this Agreement for Arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, not to exceed two thousand, five hundred dollars.

By signing below, I affirm my understanding of and agreement to the terms and conditions set forth above, and hereby accept this offer of employment.

Signature: _____ Date: __/__/____

SSN: ___-___-____ Date Of Birth: __/__/____

QWEST EXIT CHECKLIST

QWEST EXIT CHECKLIST
FOR DEPARTING EMPLOYEES
(MANAGEMENT & OCCUPATIONAL)

This form must be completed by the supervisor of the exiting management employee and forwarded to Human Resources prior to an employee's final work day.

Employee Name SSN:

Job Title: Department:

Work Address:

Emp ID: Employee Last Day Worked:
Employee Termination Date:

Supervisor Name: Phone:

Supervisor Title:

Retain in Personnel File After Completion

"X" Indicates Completed	OBTAIN ALL	DISPOSITION OF EXITED ASSETS**
☐	Qwest photo identification.	Return to local ID card or security office.
☐	Qwest calling cards, credit cards, cash advances, field drafts.	Return to the issuing unit, e.g., Finance, Corporate Credit Cards, Accounts Payable.
☐	Copies of keys issued to the employee, e.g., for doors, cabinets, desks, tool lockers, equipment vehicles.	Return to appropriate function, e.g. building manager, security manager.
☐	Computer-controlled building access card devices issued to the employee, e.g., magnetic strip, proximity, combination photo/ID card.	Return to appropriate function, e.g. building manager, security manager.
☐	Any entity/organization-unique property of assets in the possession* of the employee.	Return to the appropriate management function for the asset involved.
☐	Qwest-owned equipment assets issued to, or in the possession of the employee, e.g., Pagers, computers, modems, printers, fax machines, copiers, calculators, test equipment, tools. **NOTE:** PCS phones can be retained by the ex-employee at their expense. Complete the attached Departing Employee PCS Conversion Form.	Follow your department-specific process for turning in these assets. For Arch pagers, refer to your Authorized Ordering Rep (AOR) or call 800.676.1000 to turn in or transfer pagers. **NOTE:** Unless the number is called, departments will continue to be billed for pagers assigned to them even when they are turned off.
☐	Copyrighted, licensed or otherwise protected information assets in the employee's possession*, e.g., commercial computer software products and related documentation regardless of age or currency of use, video tapes, third-party owned information assets entrusted to Qwest, training materials.	Manager arranges retrieval and forwards to either the departing employee's replacement, to the office assistant, to IT, or to third party owner.
☐	All records and notes belonging to Qwest in the employee's possession. This includes all recorded information for Qwest, regardless of medium or characteristics, including paper, computer hard disk, electronic mail, diskette, or other media. Such records have been reviewed and returned, archived, or destroyed in accordance with the Qwest Records Retention Compliance Plan.	Manager oversees the records review process and ensures records are properly labeled, filed, archived, or disposed of securely if they have further corporate retention requirements.
☐	Computer and network access IDs. Also, any special devices, e.g., Security ID issued to facilitate remote computer access via dial-up.	Provide the system and network access administrator with IDs to the appropriate system/network security administrator or, if unknown, to Qwest Security.

*"Possession" should be construed to include any Qwest-owned assets that the employee may have on his or her home or vehicle.

QWEST ASSET ACCOUNTABILITY ACKNOWLEDGMENT FOR DEPARTING EMPLOYEES (MANAGEMENT & OCCUPATIONAL)

I certify that all Qwest property in my possession will be returned by the designated date. I understand that Qwest will use appropriate legal processes to obtain any Qwest property I do not return.

I further understand that I may no longer access Qwest assets or disclose Qwest information after my departure date. This includes but is not limited to, voicemail, E-mail, computer systems, networks and Qwest information assets.

Employee's Signature: Date:

Supervisor's Signature: Date:

List Qwest property not returned by the employee:

Follow-up assigned to: Date:

SUPERVISOR NOTE: *In the event that the employee declines to sign this acknowledgment form, read the acknowledgment statements to the employee aloud, in the presence of another management witness and mark the statement below:*

☐ The above employee declined to sign this acknowledgment form. The above statements were read aloud to the employee in the presence of the witness named below.

Witness Name: Date

Witness Signature:

Departing Employee PCS Conversion

You have been identified as an individual who has a company-owned cellular phone for business purposes. We would like to make this telephone available for you to keep and use after your term of employment has ended. In order to keep your wireless phone phone, you must sign up for Qwest wireless service and satisfy the terms of that service.

Please complete this form ***prior to your departure***:

Employee Name: _____

Social Security #: _____

Business PCS #: _____

☐ NO – I am not interested in keeping my business PCS phone for personal use. I will return it to my supervisor when I leave.

☐ YES – I would like to keep my business PCS phone for personal use. Please change my billing information to reflect the following:

Effective Date: _____

Billing address: _____

_____

Billing telephone number: (_____) _____
(for credit reference)

Contact telephone number: (_____) _____
(OTHER than PCS and only if different than BTN)

E-mail address (if available): _____

Do you want the same PCS phone number, or would you prefer to have it changed?

☐ Keep it. ☐ Change it (you will be notified of new number)

➢ **FAX this completed form to: (720) 947-4000**

You will need to sign up for one of the existing Qwest consumer price plans and any additional services (MessagePak, Home/Office Link, Call Waiting, etc.). These may be found online at:

http://www.uswestwireless.com/advancedpcs/learn/plans/plans.shtml

Please refer to the following website for additional information:

http://enterprise.uswc.uswest.com/wip/ocstransfer/

SERVICES AGREEMENT

BETWEEN

QWEST COMMUNICATIONS CORPORATION

AND

QWEST CORPORATION

TABLE OF CONTENTS

ARTICLE 1	SERVICES	3
ARTICLE 2	TERM	3
ARTICLE 3	BILLING	4
ARTICLE 4	INDEPENDENT CONTRACTORS	4
ARTICLE 5	PROPRIETARY INFORMATION	4
ARTICLE 6	INDEMNIFICATION	5
ARTICLE 7	LIMITATION OF LIABILITY	5
ARTICLE 8	REGULATORY SUPPORT	5
ARTICLE 9	COMPLIANCE WITH LAWS	6
ARTICLE 10	NOTICES	6
ARTICLE 11	DISPUTE RESOLUTION	7
ARTICLE 12	SEVERABILITY	8

EXHIBITS

EXHIBIT A	SUMMARY OF AFFILIATE TRANSACTIONS	9

A. QCC shall submit invoices to Qwest Corp for Services provided in accordance with the terms and conditions of this Agreement on a monthly basis unless otherwise specified in the Task Order. Qwest Corp shall notify QCC of the address to which invoices are to be sent.

B. Invoices shall include the following billing information as a minimum:

1. Invoice number
2. Payment due date
3. Date of Service
4. Description of charges
5. Applicable taxes
6. Total charge

ARTICLE 4
INDEPENDENT CONTRACTOR

QCC hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of Qwest Corp; that QCC does not have the authority to act for Qwest Corp or to bind Qwest Corp in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Qwest Corp; that any persons provided by QCC shall be solely the employees or agents of QCC under its sole and exclusive direction and control. QCC and its employees or agents are not entitled to Qwest Corp's unemployment insurance benefits as a result of performing under this Agreement. QCC shall be solely responsible for all matters relating to payment of its employees and agents, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local, rules and regulations. QCC shall indemnify and hold Qwest Corp harmless from any causes of action arising out of QCC's liability to its employees or agents.

ARTICLE 5
PROPRIETARY INFORMATION

Solely for the purposes of providing Services under this Agreement, each party grants to the other a nonexclusive, nontransferable license to use information provided by the other. Neither party shall publish, circulate, or otherwise distribute or disclose any such information that is marked proprietary or confidential to any third party other than its affiliates and its consultants who have executed a confidentiality agreement unless and until (1) the original disclosing party has consented to such disclosure and such third party executes a confidentiality agreement containing terms substantially similar to the ones contained in this Agreement, (2) such information has come into the public domain through no fault of Qwest Corp or QCC, (3) such information is otherwise in the possession of Qwest Corp or QCC free of any obligation of confidentiality, or (4) such party is required to do so by regulatory mandate.

Any third party information provided by Qwest Corp or QCC to the other party shall be deemed Qwest Corp or QCC information according to its source and shall be treated accordingly. If such information is subject to a separate agreement with a third party, the party receiving information agrees to hold and use the information in strict accordance with the separate agreement, provided it has knowledge of the separate agreement, unless otherwise instructed in writing by the party providing the information.

ARTICLE 6
INDEMNIFICATION

A. QCC shall indemnify and hold harmless Qwest Corp, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of QCC, its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by QCC, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws;" and/or (4) assertions under workers' compensation or similar employee benefit acts by QCC or its employees, agents, subcontractors, or subcontractors' employees or agents.

B. Qwest Corp shall indemnify and hold harmless QCC, its owners, parents, subsidiaries, affiliates, agents, directors and employees against all Liabilities to the extent they arise from or in connection with: (1) the fault or negligence of Qwest Corp its officers, employees, agents, subcontractors and/or representatives; and/or (2) the furnishing, performance or use of any Services under this Agreement or any product liability claims relating to any Services; and/or (3) failure by Qwest Corp, its officers, employees, agents, subcontractors and/or representatives to comply with the Article entitled "Compliance with Laws," and/or (4) assertions under workers' compensation or similar employee benefit acts by Qwest Corp or its employees, agents, subcontractors, or subcontractors' employees or agents.

ARTICLE 7
LIMITATION OF LIABILITY

Neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and loss profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement. Notwithstanding the foregoing, the parties are liable in accordance with the provisions of this Agreement and this limitation of liability shall not apply to the indemnification obligations under this Agreement.

ARTICLE 8
REGULATORY SUPPORT

This agreement shall comply with all state statutes and regulations, and QCC shall bear the financial risk if it does not. The parties agree that to the extent Qwest Corp is under the regulation of federal or state agencies, QCC will provide cooperation and support for Qwest Corp's response to regulatory inquiries or discovery requests concerning this Agreement or relationships derived from this Agreement.

ARTICLE 9
COMPLIANCE WITH LAWS

A. The parties shall obtain and maintain at its own expense all permits and licenses and pay all fees required by law with respect to any Services and/or performance of this Agreement. The parties shall, in connection with performance of and Services under this Agreement, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, court orders, and governmental or regulatory agency orders ("Laws"), including, without limitation:

1. The Communications Act of 1936, as amended and all rules, regulations and orders issued in connection with that Act and this Agreement shall, to the greatest extent possible, be construed to be consistent with the same.

2. Laws relating to non-discrimination in employment, fair employment practices, equal employment opportunity, employment opportunities for veterans, non-segregated facilities, and/or employment of the disabled, except to the extent a party is exempt therefrom; and the Laws and contract clauses required by those Laws to be made a part of this Agreement are incorporated herein by this reference.

3. The Laws referred to in the Article entitled "Independent Contractor".

B. QCC acknowledges that Purchase(s) and/or Confidential Information ("Exports") may be subject to U.S. and applicable foreign export laws or regulations. QCC shall perform its obligations under this Agreement in a manner consistent with the requirements of all applicable U.S. and all applicable foreign laws and regulations, including the U.S. export laws and regulations, the Foreign Corrupt Practices Act, and anti-boycott laws, and U.S. export laws and regulations prohibiting the unauthorized export or re-export of certain items to residents of countries listed in U.S. Export Administration Regulations.

C. The requirements of this Article shall survive the expiration, termination or cancellation of this Agreement. All provisions of this Article shall also apply to all subcontractors, and similar terms shall be included in all QCC's contracts with subcontractors.

ARTICLE 10
NOTICES

Where written notices, demands, or other communications are required under this Agreement, they shall be deemed duly given when made in writing and delivered to the other party's address listed below. Addresses may be changed by written notice to the other party. Notices shall be delivered by hand, overnight courier service or certified mail, return receipt requested. Notification will be deemed to have taken place upon delivery, if delivery is by hand, overnight courier service or five (5) calendar days after posting if sent by certified mail.

Qwest Communications Corporation
Attention: Contract Manager
Contract Development & Services
7800 East Orchard Road, Suite 250
Englewood, CO 80111-2526

Qwest Corporation.
Attention: Contract Specialist
Contract Development & Services
7800 East Orchard Road, Suite 250
Englewood, CO 80111-2526

ARTICLE 11
DISPUTE RESOLUTION

A. Any claim, controversy or dispute which arises between the parties, their agents, employees, officers, directors or affiliates ("Dispute") which the parties are unable to settle through consultation and negotiation may be mediated under the Commercial Mediation Rules of the American Arbitration Association ("AAA") by a mutually acceptable mediator. Any Dispute which cannot be resolved through negotiation or mediation shall be resolved by binding arbitration as provided in this Article. The arbitrability of claims shall be determined under the Federal Arbitration Act, 9 USC Secs. 1-16. Notwithstanding the foregoing, the parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Article.

B. A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matter of this Agreement and the matter in Dispute, shall conduct the arbitration under the rules of the AAA then in effect, except as otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. The arbitration shall be conducted in Denver, Colorado, and all expedited procedures prescribed by the AAA rules shall apply. The laws of Colorado shall govern the construction and interpretation of this Agreement. The arbitrator's decision and award shall be final, conclusive and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

C. Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the fees and expenses of the mediator and arbitrator.

D. If any party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and another party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

E. QCC agrees that in the event of any Dispute between the parties, it will continue to provide Services without interruption.

ARTICLE 12
SEVERABILITY

Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions, which will remain in full force and effect, consistent with the original intent of the parties. However, if such provision is an essential element of the Agreement, the parties shall promptly attempt to negotiate a substitute therefore.

Qwest Communications Corporation	**Qwest Corporation**
Signature	Signature
Name Printed or Typed	Name Printed or Typed
Title	Title
Date	Date

SUMMARY OF AFFILIATE TRANSACTIONS

☐ Original Summary of Services ☐ Amendment (#) ☐ Terminated Services ☐ Asset Transfer

For services provided or assets transferred: from ___to___ Qwest Corporation to __from__ _____, a Qwest affiliate.
Is the Qwest affiliate a Section 272 subsidiary: ___

Description of Services Provided or Assets Transferred:

Effective Date: **Termination Date** (if applicable):

Estimated Annual Revenues/Expenses to Qwest Corporation or Gross Book Value, listed by Primary USOA Account:
Amount: Account:
$

Methodology of Assigning Qwest Revenues/Expenses to the States:
☐ Standard company prorates
☐ Other (Please explain below and specify the percentage assigned to each state.)

Assets transferred at higher___or lower ___of net book value or fair market value.
Net book value by state: $
Fair market value by state: $

Expected Pricing Methodology for Services:
___Tariff
___Rates in publicly filed agreements submitted to a state commission pursuant to Section 252(e)
___Prevailing Company Price
___Higher of Fully Distributed Cost or Fair Market Value
___Lower of Fully Distributed Cost or Fair Market Value

For Transactions with Section 272 Subsidiaries, Please Provide the Following Information:

Special Equipment:
Number of Personnel Required:
Title(s) of Personnel and Level of Expertise:
Expected Frequency: Daily
Pricing: See addendum for the actual prices charged.
Approved By:

Qwest Corporation	Name of Qwest Affiliate:
Signed: _____	Signed: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Comments:

SAMPLE CONTENTS FROM QCI'S HOMEPAGE

About Qwest

Affiliate Transactions

- Overview
- Posting Procedures
- Current Transactions
- Posting Summary
- Tariff Rated Services
- Terminated Transactions
- Certification Statement
- Written Copies

Qwest Communications Corporation Section 272 Affiliate Transactions

Definitions

Qwest Corporation (QC) is a Bell Operating Company (BOC).

Qwest Communications Corporation (QCC) is a Section 272 affiliate.

Overview

Section 272 of the Telecommunications Act of 1996 requires that transactions between a Bell Operating Company (BOC) and its Section 272 affiliate must be "reduced to writing and available for public inspection".

Qwest Corporation, Inc. (formerly U S WEST Communications, Inc.) is a BOC as defined by Section 272. Qwest Communications Corporation is a Section 272 affiliate as of March 26, 2001. This web site includes the transactions between Qwest Corporation and Qwest Communications Corporation.

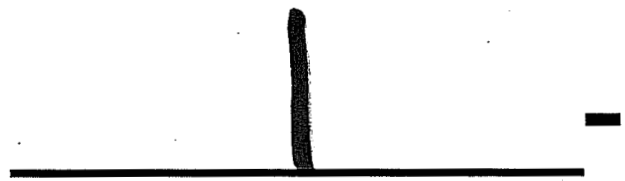
Qwest Corporation will comply with each of the requirements of Section 272, as well as all of the related regulations promulgated by the FCC. Accordingly, this site contains transactions between Qwest Corporation and Qwest Communications Corporation, including a section labeled "Tariff Rated Services" which describes services that Qwest Communications Corporation purchases out of Qwest Corporation's tariffs. This section also contains a hot link to the Qwest Internet site where the tariffs themselves can be found.

Documentation of new and ongoing activities is located in the section entitled "Current Transactions". The Master Services Agreement and related Work Orders document the rates, terms and conditions of services provided by QC to QCC. The Services Agreement and related Task Orders document the rates, terms and conditions of services provided by QCC to QC.

"Terminated Transactions" represent transactions that have expired or have been replaced.

QCC EMPLOYEE TRAINING

CONTINUATION



Docket No. UT-003022
Exhibit JLB-23
May 16, 2001

QWEST COMMUNICATIONS CORPORATION

SECTION 272 COMPLIANCE

Conducting Business With Qwest Corporation

Qwest

Definitions

- Qwest Communications International Inc.: the publicly-traded parent company of all Qwest affiliates
- Qwest Corporation (QC): formerly known as U S WEST Communications, Inc. QC is the "pre-merger U S WEST" incumbent local exchange carrier and Regional Bell Operating Company (RBOC)
- Qwest Communications Corporation (QCC): the "pre-merger Qwest" operating company and separate 272 affiliate of QC through which Qwest will ultimately provide in-region, interLATA services upon receipt of 271 relief

Section 272 Requirements

- Qwest Communications International Inc. must create a separate affiliate and properly operate the separate affiliate in order to be permitted to offer in-region, interLATA long distance service
- Contains 4 key provisions plus audit requirements which are of particular importance to QCC
  - Section 272(a) - Separate Affiliate
  - Section 272(b) - Structural and Transactional
  - Section 272(c) - Nondiscrimination
  - Section 272(d) - Biennial Audit
  - Section 272(g) - Joint Marketing Provisions
- Section 272 defines the separate affiliate structure and business relationship between QC and QCC, which is known as the Section 272 or long distance subsidiary

Section 272 Requirements

Section 272(a) - Separate Affiliate

- QC may only offer in-region, interLATA long distance service through a separate affiliate
  - QCC is an indirect, wholly owned subsidiary of Qwest Communications International Inc.
  - QCC holds certificates of authority to transact business in all 14 states in Qwest's service territory
  - QCC does not own stock of QC and QC does not own stock of QCC

Section 272 Requirements

Section 272(b) - Structural and Transactional

- This section is a critical component of Section 272
  - Assures competitors that QC and QCC are operating independently and QCC is not receiving preferential treatment that would give it an unfair advantage in the market
- 5 key provisions must be demonstrated to show separateness
  - Operate independently
  - Separate books, records, and accounts
  - Separate officers, directors, and employees
  - Creditors of QCC may not have recourse to QC assets
  - Transactions at arm's length, reduced to writing, and posted on the Internet

Section 272 Requirements

Section 272(b)(1) - Operate Independently

- QC and QCC cannot jointly own network facilities, or the land or buildings where those facilities are place
  - No transfer of any network facilities from QC to QCC
  - No operation, installation, or maintenance (OI&M) of QC's facilities by QCC
  - No OI&M on QCC facilities by QC or any other Qwest affiliate
- QC cannot provide discriminatory access to network service

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Section 272 Requirements

Section 272(b)(2) - Separate Books, Records, and Accounts

- QCC must maintain books, records, and accounts separate from the books, records, and accounts of QC

Section 272(b)(3) - Separate Officers, Directors, and Employees

- QC and QCC cannot share officers, directors, or employees
- Employees who perform functions supporting QCC are required to report their time so that QCC can be billed appropriately

Section 272(b)(4) – Creditors of QCC May Not Have Recourse to QC Assets

- QCC cannot obtain credit under any arrangement that would permit a creditor to have recourse to QC's assets
  - QCC's obligations are not co-signed by QC; nor are they co-signed by Qwest Communications International Inc. in a manner that would allow recourse to the assets of QC

Section 272 Requirements

Section 272(b)(5) - Transactions at Arm's Length, Reduced to Writing, and Posted on Internet

- All transactions between QC and QCC must be reduced to writing
  - Transactions are documented by tariff, stand-alone agreement, or service agreements
- All transactions between QC and QCC must be posted to the Internet within 10 days by QC Regulatory Accounting
- Rates, terms, and conditions of every transaction must be publicly available to ensure accounting safeguards are maintained

Section 272 Requirements

Section 272(c)- Nondiscrimination

- QC must provide the goods, services, facilities, and information that it provides to QCC to other long distance carriers at the same rates, terms, and conditions
- How does QC and QCC demonstrate compliance with Section 272(c)?
  - QCC must obtain information and services through the same QC processes as other interexchange carriers
  - QCC must obtain other services through a QC carrier account team in the same manner as other interexchange carriers
  - QC must post transactions between QC and QCC on its Internet site

Section 272 Requirements

Section 272(d) - Biennial Audit

- Section 272 requirements will be audited every two years beginning twelve months after Section 271 authority is obtained and QCC is providing in-region, interLATA long distance services

Section 272(g) - Joint Marketing Provisions

- Provides one clear exception to Section 272(c) nondiscrimination requirements
  - Once Section 271 authority is secured, QC may jointly market in-region, interLATA long distance services with QCC
- Like all transactions, QC must document joint marketing agreements and post them to the Internet within 10 days

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Qwest

What does Section 272 mean to me?

- QCC is ready to provide interLATA long distance service in-region upon QC's Section 271 approval because:
  - A separate affiliate has been formed
  - Necessary processes are in place
  - A structure has been created
  - Employees possess knowledge of the requirements needed to meet and remain compliant with Section 272
- The FCC has authority, under certain circumstances, to retract QC's interLATA authority after it receives Section 271 authority
  - Section 272 requirements must be understood and adhered to by all QC and QCC employees without exception
  - QC employees that interact with QCC or about QCC business must take steps to comply with all requirements

What if I need a product, service, or information from QC?

- Complete a "Qwest Corporation Request for Affiliate Provided Products/Services/Information" form detailing your business needs
  - A request for standard tariff offerings will continue to go through the QC Wholesale Carrier Account Team for QCC
- Submit the form to the QC Wholesale Senior Account Manager who will review it for consideration
  - If the service is not offered by QC, QCC should contact the party directly
  - If the request is for a service currently offered under the Master Services Agreement, the QC Wholesale Senior Account Manager will forward the request to the Business Unit Affiliate Manager to prepare a work order
- New requests will be reviewed by the QC Compliance Team, Legal, and the associated business unit to determine the risks to the corporation and the business unit's willingness to provide the products/service/information to QCC and if necessary, to others, if asked

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Qwest

What if I need a product, service, or information from QC? (cont.)

- QCC will be notified of the Compliance Team's final determination by the QC Wholesale Senior Account Manager
  - If the answer is "no", QCC can appeal the decision to QC officer level
  - If the answer is "yes", the QC Wholesale Senior Account Manager sends the request to QC FCC Regulatory Accounting for work order preparation
- FCC Regulatory Accounting determines if the Master Services Agreement covers the new request
  - If it does, the QC Wholesale Senior Account Manager forwards the request to the Business Unit Affiliate Manager to prepare a work order
  - If not, the Agreement is amended and approved by QC and QCC and then a new work order is prepared, priced, and approved
- New work orders must be approved before the requested service/product/information can be provided
- Approved documents -- work order/Master Services Agreement amendment -- must be posted on the Internet within 10 days

Where can I go for more information?

- If you have questions, contact your supervisor or QCC Regulatory Compliance Manager
  - FCC/Regulatory Compliance Managers may be found at http://denntwsi014.qwest.net:1980/departments/compliance/training/cpni_main.html
- If you still have questions after talking to your supervisor or QCC Regulatory Compliance Manager, you may:
  - Send e-mail questions to "ask272@qwest.com"
  - Section 272 Affiliate Transactions Website - www.qwest.com/about/policy/docs/long_distance.html
  - Carrier Wholesale Organization – www.qwest.com/wholesale
  - Effective Tariffs – http://tariffs.uswest.com:8000/iiop/WAImap?objectid=0-2826
  - Corporate Compliance Advice Line -- 800-333-8938

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CONTINUATION

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LETTER FROM SHAUN GILMORE TO SENIOR LEADERSHIP TEAM

Denver, Colorado
June 4, 2001

TO:

Afshin Mohebbi	Mark Evans	Al-Noor Ramji
Joel Arnold	Bill Eveleth	Mark Schumacher
James Becker	Bill Felix	James A. Smith
Gregory M. Casey	Grant Graham	Robin R. Szeliga
Jeff Clark	Tom Hall	Drake S. Tempest
Christopher B.Coles	Clifford S. Holtz	John Troka
Augustine Cruciotti	Annette Jacobs	Ian V. Ziskin
R. Steven Davis	Mike Perusse	

As we continue the regulatory process to reenter the long distance market we request your continued focus on two critical activities:

1) Transactions between the regulated BOC (Qwest Corporation) and the 272 subsidiary (Qwest Communications Corporation) must be at arm's length, reduced to writing and posted to the Internet within 10 days. (Section 272 (b)(5))
2) Goods, services, facilities and information that are provided to the 272 subsidiary must be provided to third parties at the same rates, terms, and conditions. (Section 272(c) Nondiscrimination)

Qwest is and will continue to be under intense external scrutiny regarding its compliance with these legal requirements. It is critical that all affiliate transactions follow the above guidelines, be billed accurately and timely, and payment processed promptly.

To assist in the necessary completion of these activities, would you please remind your managers of these rules and requirements as stated in Section 272 of the Telecommunications Act and in FCC orders. Also emphasize the critical importance of timeliness in preparation of agreements, pricing, posting, billing accuracy and processing. This communication will help in ensuring compliance with FCC regulations and avoid the risk of noncompliance that can occur.

Your assistance in disseminating this information to your employees is appreciated.

Judy Brunsting

Shaun Gilmore

Senior Director
Business Development

Executive Vice President
Global Products and Solutions

Begin

Confidential

TC01-165

Continued

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

Description/Title of Information: QWEST COMMUNICATIONS CORPORATION CHART OF ACCOUNTS

Confidential/Proprietary Designation Rationale:

This exhibit categorizes the Chart of Accounts for Qwest Communications Corporation. This contains detailed confidential information about payroll and salaries, and information about marketing and revenue streams. Because this information would be valuable to Qwest Communications Corporation's competitors, it is proprietary.



CONFIDENTIA

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
100000	Cash	A	A
100001	Petty Cash	A	A
100002	Commission and T&E Cash ZBA	A	A
100005	Cash - London	A	A
100012	Bank One Disbursements	A	A
100013	Bank One AAC Rebate Account	A	A
100020	5th/3rd Concentration	A	A
100021	5th/3rd Stock Option	A	A
100022	5th/3rd Main Lockbox	A	A
100024	5th/3rd AAC Lockbox	A	A
100025	5th/3rd Optel Lockbox	A	A
100026	5th/3rd Debit Card Lockbox	A	A
100030	5th/3rd Telelogic Lockbox	A	A
100035	USS Cash Account	A	A
100036	ATS Cash Account	A	A
100037	Cash in Bank - Sweeps Frontier	A	A
100038	Cash in Bank -Savings Frontier	A	A
100039	Cash - First Union Check	A	A
100040	SPC First Chicago	A	A
100041	SPC Collateral Sub-Account	A	A
100042	SPC True-up Reserve Account	A	A
100044	LeaseCo Disbursment Activity	A	A
100045	Key Trust VEBA	A	A
100046	Contra Key Trust VEBA	A	A
100047	Atlantax	A	A
100048	Regions Bank of GA - Atlantax	A	A
100099	AP/Payroll Exp Rep Clearing	A	A
100100	BOA-Primary Checking	A	A
100101	BOA-SSW Refunds & Certificates	A	A
100102	BOA-Primary EFTS	A	A
100103	BOA-Facility Cost	A	A
100104	BOA-Touch America	A	A
100105	BOA-Rebate	A	A
100106	BOA-QNLP	A	A
100107	BOA - JDE Checking	A	A
100700	QDM Cash Disbursement	A	A
100701	Denver Payroll	A	A
100702	Denver Operating	A	A
100703	A/R Depository Accounts	A	A
100704	Nashville Imprest	A	A
100705	Washington Imprest	A	A
100706	Los Angeles Imprest	A	A
101000	1st Chicago Payroll	A	A
101001	1st Chicago Disbursement	A	A
101002	1st Chicago FC Disbursement	A	A
101003	1st Chicago Tax Disbursement	A	A
101004	1st Chicago Rebates	A	A
101005	NPC Latis Lockbox	A	A
101006	1st Chicago Concentration	A	A
101007	1st Chicago TROL Account	A	A
101008	CTD-NPC Lockbox	A	A
101009	Optex-NPC Lockbox	A	A
101010	Direct Remit-NPC Lockbox		
101012	Local Service-NPC Lockbox		

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
101013	Nat City Bank Concentration	A	A
101014	NPC Debit Card Lockbox	A	A
101015	Residential	A	A
101016	1st Chicago-LCR	A	A
101017	NationsBank-CTD	A	A
101018	Wholesale - NPC Lockbox	A	A
101700	Cash Conversion Consolidated	A	A
102000	USLD-Frost Bank Operating Acct	A	A
102001	USLD-Frost Bank Payroll Acct	A	A
102002	USLD-Frost Bank Bankcard Depos	A	A
102003	USLD-Frost 211 Refund Account	A	A
102004	USLD-SW Bank of TX-Telebnet Lk	A	A
102005	USLD-NationsBank EFT Vend Pym	A	A
102006	USLD-S.A. City Employees Feder	A	A
102007	USLD-Frost Investment Account	A	A
102008	USLD-Frost Bank Money Mgt	A	A
102009	USLD-Merrill Lynch Money Mkt	A	A
102010	USLD-TWI One Plus Account	A	A
102012	USLD-Cash - Other	A	A
102013	USLD-Operating - Transamerica	A	A
103001	Cash in Bank - SFO BofA	A	A
103003	Cash in Bank NW QCC	A	A
103004	Cash in Bank - Denver 1st Intr	A	A
103005	Cash in Bank - Union Bank Depr	A	A
103006	Cash in Bank - Union Bank Lock	A	A
103007	Cash in Bank - Payroll BOA	A	A
103008	Cash in Bank - Transfer	A	A
103009	Cash in Bank - A/P	A	A
103010	Manual Deposit - Key Bank	A	A
103012	Cash in Bank-Phoenix Austria	A	A
103013	Cash in bank Payroll 1st Natl	A	A
103015	Cash in Bank - Concentration	A	A
103020	Bank One Dallas - QIS	A	A
103021	Cash in Bank Citibank	A	A
103023	Cash in Bank - BOA Boston	A	A
103024	Cash in Bank - NW Payroll	A	A
103027	Cash in Bank A/P	A	A
103028	Cash in Bank	A	A
103035	Cash in Bank NW QCC A/P C Jct	A	A
103036	Cash in Bank NW QCC PNR Denver	A	A
103037	Cash in Bank NW QCC FLEX	A	A
103038	Cash in Bank Firstar LOC	A	A
103039	Cash in Bank NW QC Main Denver	A	A
103040	Cash in Bank - Qwest	A	A
103041	Cash in Bank - PCard Wells Far	A	A
103042	Cash in Bank - Smith Barney	A	A
103043	Cash in Bank - DLJ	A	A
103050	Cash Management	A	A
103055	Cash Disbursement-A/P	A	A
103060	Cash Disbursement-A/P B of A	A	A
103065	Cash Disbursement-EFT	A	A
103070	Cash Management-Norwest	A	A
103071	Cash-Clearing	A	A
103072	Cash-St. Street Comm Div	A	A

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
103075	Cash-Negative Cash Rcls	A	A
103080	Cash-Disbursements	A	A
103085	Cash-Wells Fargo Dep	A	A
103090	Cash-St Street Funding	A	A
103095	Cash-Mellon	A	A
103100	Cash-Due Subsidiaries	A	A
103105	Cash-QSC Insurance Fund	A	A
103110	Cash-Cobra Serv/BBS	A	A
103115	Cash-Flexible Spending	A	A
103120	Cash-QSC Life Insurance	A	A
103125	Cash-LTT Disability	A	A
103130	Cash-Investment Norwest	A	A
103135	Cash-WC Cash Mgmt-Qwest Corp	A	A
104000	EUNet Bank Accounts	A	A
105116	Chemical Cash Management Acct	A	A
105123	Bank of America Non AR Deposit	A	A
109002	1st Chicago Sweep Investment	A	A
109003	PNC Investments	A	A
109101	ST Investments BOA	A	A
109102	ST Investments St Str Bank	A	A
109105	ST Investments Wells Fargo	A	A
109107	ST Investments Merrill Lynch	A	A
109108	Short Term Investments	A	A
109113	ST Investments UMB Bank	A	A
109201	Accrued Int. on ST Inv	A	A
109900	Bank Overdrafts	A	A
110000	Latis Billed Revenue	A	A
110001	Latis Billed Cash	A	A
110003	State of XY Revenue	A	A
110004	Wholesale LATIS Billed AR	A	A
110010	AR- Touch America	A	A
110100	LEC Billed Revenue	A	A
110103	AAC Client 1 LEC	A	A
110200	LEC Withholdings	A	A
110300	Direct Remit Res Revenue	A	A
110350	Big Planet A/R	A	A
110400	Optex Billed Revenue	A	A
110402	Optex Billed Other	A	A
110505	Wholesale Operator Services	A	A
110600	Local Service Billed Revenue	A	A
110700	CTD Billed Revenue	A	A
110800	ATS Billed Revenue	A	A
110900	USS Billed Revenue	A	A
111025	Usld-Zpdi Osp	A	A
111055	USLD-One Plus - CAR	A	A
111065	USLD-One Plus - Omar	A	A
111070	USLD-One Plus - Transaction	A	A
111105	USLD-Local Service	A	A
111515	USLD-Oth AR-Xata Income	A	A
111525	USLD-Oth AR-Employees	A	A
111600	EUNet Accounts Rec. - Trade	A	A
112100	Receivables - Carrier	A	A
112101	Wholesale Accounts Receivable	A	A
112102	Receivables-Carr-Pri,Last	A	A

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
112103	Receivables-Carr-Switched	A	A
112104	Recvbls-Carr-Switchss	A	A
112201	Receivables-Comm-MedExps	A	A
112211	Trade Receivables - Slingshot	A	A
112350	Receivables - Qwest	A	A
112351	Receivables - Dialin	A	A
112352	Receivables - Other Dialin	A	A
112353	Receivables-Internet Bus Serv	A	A
112354	Receivables - Holding	A	A
112355	Receivables - CPI Sales	A	A
112356	Receivables - Wholesale	A	A
112400	ICON Trade AR	A	A
112401	Receivables - CMM ,CSE	A	A
112405	A/R-National Publishing	A	A
112410	A/R-Independent Co	A	A
112415	A/R-Directory Source	A	A
112420	A/R-Local Publishing	A	A
112425	A/R-Earned Unbilled	A	A
112430	A/R-Net Earned Unbilled Local	A	A
112435	A/R-Net Earned Unbilled Local	A	A
112440	A/R-Net Earned Unbilled Native	A	A
112445	A/R-Earned Unbilled Nat'l Inte	A	A
112450	A/R-Earned Unbilled Nat'l Serv	A	A
112455	A/R-DPC Audio Services	A	A
112456	CMA Earned Unbilled	A	A
112460	A/R-Internet Group	A	A
112465	A/R-Internet Group-ESS	A	A
112470	A/R-Internet Group-USWC	A	A
112475	A/R-YP Earned Unbilled USWC	A	A
112480	A/R-YP Earned Unbilled	A	A
112485	A/R-Miscellaneous	A	A
112490	A/R-New Products	A	A
112500	Receivables - QVS	A	A
112508	AR - IT Bellsouth	A	A
112700	Receivables - Construction	A	A
112710	Receivables - Development	A	A
112800	Receivable - Unapplied Cash	A	A
112805	Receivable - NSF	A	A
112815	Accounts Receivable - Wholesale	A	A
112900	Carrier Accounts Receivable	A	A
112950	A/R-Nebraska Tax (LB775)	A	A
112951	A/R - Ne Mfg	A	A
112952	A/R - Ic Ne	A	A
113000	Misc Debit Card A/R	A	A
113001	External Debit Card A/R	A	A
113002	SM&C Debit Card A/R	A	A
113003	KWART SM&C Debit Card A/R	A	A
113012	Recharge A/R	A	A
114000	Pace	A	A
114010	Hardware Voyager	A	A
114011	Inactive-A/R-IC-Bus Cpe	A	A
114012	Inactive-A/R-IC-SBS	A	A
114013	Inactive-A/R-IC_Bus Products	A	A
114014	Inactive-A/R-IC-Lease Hdwr Cr	A	A

CONFID

Qwest Communications Corporation

Chart of Accounts

2001-02-28

ACCOUNT	DESCRIPTION	STATUS	TYPE
114015	Inactive-A/R-IC-New Ventures	A	A
114016	Inactive - AR-IC-Cellular	A	A
114017	Inactive-A/R-IC-Fed Services	A	A
114018	Inactive-A/R-IC-Enhanced Serv	A	A
114020	A/R-IC-Qwest Services Corp	A	A
114022	AR-IC Qwest Dex Holdings	A	A
114025	A/R-IC-Qwest Services Corp	A	A
114030	A/R-IC-Qwest Services Corp	A	A
114035	A/R-IC-Qwest Services Corp	A	A
114037	A/R IC Cellular	A	A
114039	A/R IC Federal Svcs	A	A
114040	A/R-IC-Business Resources (BR)	A	A
114042	AR-IC Qwest IT	A	A
114045	A/R-IC-Advanced Tech (AT)	A	A
114047	A/R-IC-Interprise	A	A
114050	A/R-IC-Other	A	A
114055	A/R-IC-Intrado-NMS Receivable	A	A
114057	Inactive A/R-IC-Intrado-Forerg	A	A
114060	A/R-IC-Intrado-Mail Pub Recv	A	A
114065	A/R-IC-Nat-Exec Strat Offerg	A	A
114070	A/R-IC-Qwest Corporate	A	A
114072	A/R-IC AT&T (Media One Group)	A	A
114074	A/R-IC-Qwest Dex Holdings	A	A
114076	A/R-IC-Qwest Dex, Inc	A	A
114078	A/R-IC-Western RE, Inc	A	A
114080	A/R-IC-Qwest Capital Funding	A	A
114081	A/R-IC-Qwest Comm Int Inc	A	A
114082	A/R-IC-Qwest Long Distance	A	A
114084	A/R-IC Enter Qwest Svcs Corp	A	A
114086	A/R-IC-Qwest Comm Federal Serv	A	A
114088	A/R-IC-Qwest Hungarian Annex	A	A
114090	A/R-IC-Qwest Wireless LLC	A	A
114092	A/R-IC-Qwest TW Wireless	A	A
114094	A/R-IC-Qwest Enterprises	A	A
114096	A/R-IC-Dex Dividend Rec	A	A
114098	A/R-IC-Qwest Info Tech, Inc	A	A
114099	A/R-IC-Ex Foundation	A	A
114102	A/R-IC-Foundation	A	A
114104	A/R-IC-Qwest Federal Relations	A	A
114105	A/R-IC-Qwest Transmedia, Inc	A	A
114106	A/R-IC-Qwest Broadband Service	A	A
114108	A/R-IC-Qwest Internet Ventures	A	A
114112	A/R-IC-Qwest Investments Corp	A	A
114114	A/R-IC-Qwest Hong Kong, LLC	A	A
114116	A/R-IC-Qwest USA, Inc	A	A
114200	VAT Receivable	A	A
114900	Contra SPC	A	A
115000	Late Unbilled	A	A
115001	Wholesale LATA Unbilled AR	A	A
115010	LEC Unbilled	A	A
115020	Qwest Retail Rev Unbilled	A	A
115900	Contra SPC Unbilled	A	A
116000	Wholesale A/R Reserve	A	A
116001	Wholesale Notes Reserve	A	A

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
116002	Business Markets Reserve	A	A
116003	QIMM A/R Reserve	A	A
116004	Latis Fraud Write-offs	A	A
116005	Int'l A/R Reserve	A	A
116006	Latis Holding Account	A	A
116007	Latis Reserve Other	A	A
116008	Latis Other Sys Reconciliation	A	A
116009	AR reserve-Touch America	A	A
116100	LEC Reserve for Bad Debts	A	A
116104	LEC Fraud Write-offs	A	A
116200	LEC W/H Reserve for Bad Debts	A	A
116300	Direct Remit Res for Bad Debt	A	A
116408	Prepaid Card Reserve	A	A
116409	Reserve for Sales Allowance	A	A
116502	Oper Serv Bad Debt Write-offs	A	A
116506	Oper Serv Collection Fees	A	A
116703	CTD Credit Write-offs	A	A
116707	CTD Reserve Other	A	A
116802	USS Bad Debt Write-offs	A	A
116803	USS Credit Write-offs	A	A
116807	USS Reserve Other	A	A
116902	ATS Bad Debt Write-offs	A	A
116907	ATS Reserve Other	A	A
117080	USLD-Allow Debit Card Inventor	A	A
118300	Allow. Bad Debt	A	A
118350	Reserve for LEC Unbillables	A	A
118405	Allow-Nat'l Publishing	A	A
118415	Allow-Foreign Directory	A	A
118420	Allow-In-House Billing	A	A
118425	Allow-Earned/Unbilled In House	A	A
118455	Allow-DPG/Audio Services	A	A
118460	Allow-Internet Group	A	A
118465	Allow-Internet Group-ESBI	A	A
118470	Allow-Internet Group-USWC	A	A
118475	Allow-Internet Claims/Adj	A	A
118480	Allow-Internet Claims/Adj-USWC	A	A
118500	EUNet Allow for Dbtfl Accts	A	A
118510	Allow-IDC Res	A	A
118520	Allow-IDC E/U AR	A	A
118530	Allow-IDC Earned/Unbilled	A	A
118800	Allow-For Uncoll Customer	A	A
118810	Tri State Communications	A	A
118815	Allow.-Bad Debt-Write AR	A	A
120000	Notes Receivable - Reserve	A	A
120002	Promissory Note Bell Holdings	A	A
120003	Promissory Note Romney Group	A	A
120004	Promissory Note - Medserve	A	A
120005	Officers	A	A
120006	Capital Gains 38801523	A	A
120007	Mariners Telecom Grp 30-394591	A	A
120008	Int'l Tele-Services 36848482	A	A
120009	Smart World Technologies	A	A
120010	Telemanagement Consultants	A	A
120011	Lynxus, Inc. 56215468	A	A

CONFIDE

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
120012	Starlink 37080189	A	A
120013	Touch America Prepaid expenses	A	A
120014	Touch America Note/Call Centra	A	A
120015	Communication Option Inc.	A	A
120016	Touch America Note/Millers Tel	A	A
120017	Touch America Note/HSI	A	A
120018	Touch America Note/NOS	A	A
120020	Long Distance Management, Inc.	A	A
120021	Research Data 54598236	A	A
120025	Phone One	A	A
120030	Com Line Inc.	A	A
120031	Teleglobe-Cap--Swap	A	A
120035	Touchtone 800	A	A
120040	Express Telecom	A	A
120045	Telnet Global	A	A
120050	Lyrihn Communications	A	A
120055	BN1/Network1	A	A
120060	Chillicothe Long Distance	A	A
120065	Northern Health Systems	A	A
120067	CMS Monoriting Inc	A	A
120068	Thaya Communications	A	A
120069	Non-Profit Services	A	A
120070	Pantel Communications	A	A
120071	Alternative Long Distance	A	A
120072	Midwest Long Distance	A	A
120073	Sequel	A	A
120074	Northern Telephone & Data	A	A
120075	Wan Net Telecommunications	A	A
120076	Action Research S/T Rec.	A	A
120077	United Svcs Telephone S/T NR	A	A
120078	Telemarketing Concepts	A	A
120080	T-Resources	A	A
120081	BNI Note	A	A
120082	BNI Arbitration	A	A
120083	Everest Group #30296879	A	A
120084	Infoserve	A	A
120085	Americall	A	A
120087	Pantel	A	A
120089	Metropolitan Interconnect	A	A
120090	HSS Vending S/T NR	A	A
120091	BTB Rent	A	A
120093	Incomex	A	A
120094	Western Interlink	A	A
120095	HSI	A	A
120096	Myron Bloom	A	A
120097	Southwest Intelecom	A	A
120100	USLD- Notes Receivable	A	A
120101	USLD-N/R- Greg Hart Communica	A	A
120102	Call Central	A	A
120103	USLD-N/R- Automated Telcom Te	A	A
120104	USLD-N/R- Corsair	A	A
120105	USLD-N/R- Global Enterprises	A	A
120106	Miller Telecom	A	A
120107	USLD-N/R- Kayson Communicatio	A	A

CONFIDE

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
120108	USLD-N/R- Chuck Hart	A	A
120111	USLD-N/R- Chronometric Teleco	A	A
120112	National Operator Services	A	A
120113	USLD-N/R- Uni-Tel Phoenix Grc	A	A
120114	Usld-N/R - Bti	A	A
120116	Usld-N/R - Bci #1	A	A
120117	Usld-N/R - Bci #2	A	A
120118	USLD-N/R - Future Telephone	A	A
120119	USLD-N/R - Com/Net Services	A	A
120120	USLD-N/R - Alternate Teleph	A	A
120121	USLD-N/R - US Advantage	A	A
120122	USLD-N/R - Onetel Corporati	A	A
120123	USLD-Noncurrent N/R & Advan	A	A
120124	USLD-New York Coin	A	A
120125	USLD-Anthony Rocco Loan	A	A
120127	USLD-AC&T	A	A
120128	USLD-Telcom Consulting,	A	A
120132	Deferred ST Asset-Qwest N	A	A
120133	Contra Deferred ST Asset Qwest	A	A
120200	Employee Notes Receivable (ST)	A	A
123000	Other accounts receivable	A	A
123001	Wholesale Airtime 36567342	A	A
123002	Strauss & Co. 54387799	A	A
123003	Hospice Pharmacia LLc 34545171	A	A
123004	Emerson Bennett /VAMA 36111390	A	A
123005	MTI Receivables	A	A
123006	Interactive Marketing	A	A
123007	Dr. Card Communication 5643581	A	A
123008	iDial Networks, Inc. 30364125	A	A
123009	Other Rec-Wage Loan	A	A
123010	Distributor Receivables	A	A
123011	Erbia Network 57288547	A	A
123012	Erbia Network 55354269	A	A
123013	Other Rec-Exp pd by Qwest Svcs	A	A
123014	Other Rec-Insurance	A	A
123015	Non-trade	A	A
123016	Other Rec-Taxes pd by Qwest Co	A	A
123017	Other Rec-Outside Legal Counse	A	A
123018	Other Rec-Resource & Referral	A	A
123019	NOS Communications Receivable	A	A
123021	Other Rec-Health Services	A	A
123022	Other Rec-Acct Services	A	A
123023	Other Rec-Derivative Swap	A	A
123024	Other Rec-FIT Estax	A	A
123026	Medquist 57309432	A	A
123027	Rapid Link 30285715 52622250	A	A
123028	One World 57396464	A	A
123029	Stonehenge 56828813	A	A
123031	Other Rec-Money Grams	A	A
123032	Other Rec-Commissions Loan	A	A
123033	Other Rec-Travel Advances	A	A
123034	Other Rec-Health Care Vendor P	A	A
123035	West Coast Communications	A	A
123036	Vision Communications 58235400	A	A

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
123037	ACS Telecom, Inc. 51419277	A	A
123040	UVC Receivable	A	A
123045	Duke Associates	A	A
123050	STN Swtch Rev	A	A
123055	Legal Subpoena reim	A	A
123060	STN Indemnification	A	A
123065	Scherer's Installs - 500	A	A
123070	Scherer's install - 900	A	A
123080	Revolver rate cap inc.	A	A
123085	Sales Tax Rec-Colorado	A	A
123090	IXC Receivables	A	A
123095	Due From TROL Trust	A	A
123100	Trescom A/R	A	A
123101	Business Market IRU's	A	A
123105	Ohio Jobs A/R	A	A
123115	Cable Reimbursements	A	A
123121	USLD-A/R - Income Tax Refun	A	A
123130	Wholesale IRU - Globix	A	A
123131	ICG IRU	A	A
123132	ELI IRU	A	A
123135	Facilicom IRU	A	A
123136	Cable & Wireless IRU	A	A
123137	KPN Qwest IRU	A	A
123138	A/R - PacWest	A	A
123139	AboveNet-B IRU	A	A
123140	Primus IRU	A	A
123141	Orix IRU	A	A
123142	S/T IRU Rec - Network Plus	A	A
123145	Star IRU	A	A
123146	CAIS IRU	A	A
123147	Verio IRU	A	A
123148	Econophone IRU	A	A
123149	Telecom SA IRU	A	A
123150	Worldcom Billback	A	A
123151	Winstar IRU	A	A
123152	Singtel IRU	A	A
123153	IDT IRU	A	A
123154	Startec IRU	A	A
123155	AT&T Billback	A	A
123156	Global Crossings s/t a/r	A	A
123157	Digital Island-s/t a/r	A	A
123158	Teleglobe IRU	A	A
123160	Sun Maintenance Receivable	A	A
123161	QIS Sales Allowance	A	A
123162	Sun Sales Allowance Reserve	A	A
123165	Reseller Development Fund	A	A
123166	Reseller Develop Fund Reserve	A	A
123170	Global Commrc&Media Arbitrtn	A	A
123175	ICON Unbilled Revenue	A	A
123180	US West Shared Cost	A	A
123181	LeaseCo Rent Rec	A	A
123185	Qwest Notes Receivable	A	A
123200	Intercompany Receivable	A	A
123205	QCC Receivable from LCI	A	A

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
123206	Interco - Frontier	A	A
123210	Accts. Rec. from Supernet	A	A
123215	ICON Intercompany	A	A
123220	Accts. Rec. from Phoenix	A	A
123230	Accts. Rec. Q/Qwest Properties	A	A
123240	QCC A/R from QTI	A	A
123250	A/R from QCI - London	A	A
123260	A/R from EUNet	A	A
123280	Pending Stock Issue Costs	A	A
123290	Project Receivable	A	A
123300	Receivable from Parent - Tax	A	A
124000	Travel advances	A	A
124005	Relocation Advances	A	A
124010	Other employee receivables	A	A
124015	Receivables-Employee Parking	A	A
125000	Consumer Commission Advances	A	A
125010	Todaro Advance	A	A
125020	NACS Advance	A	A
125030	Oakwood College	A	A
125040	Universal Rainbow Associates	A	A
125050	Quantum Telemgmt	A	A
125060	Umbrella Food Systems	A	A
125075	Sportsline USA Prepaid Comm	A	A
125080	CPN Commission Advances	A	A
125090	Brett Adams Commission Adv	A	A
125091	Jim Erickson Advance	A	A
125092	Kerr Drug Commission Advance	A	A
125100	Davel Tel Comm Group	A	A
125110	East Coast Hockey Advance	A	A
125125	Special Channel Mktg PPD Comm.	A	A
125501	USLD-New York Coin #2	A	A
125502	USLD-Triangle Payphones	A	A
125503	USLD-AVS Telecommunications	A	A
125504	USLD-Arrow Phone Company	A	A
125505	USLD-Communications Connect	A	A
125507	USLD-Von Haugg Associates	A	A
125508	USLD-Payphone Services	A	A
125509	USLD-Anthony Rocco	A	A
125510	USLD-V-Technologies	A	A
125511	USLD-BTI Payphones	A	A
125513	USLD-Pantel	A	A
125521	USLD-Boston Telephone	A	A
125522	USLD-Summit Services	A	A
125525	USLD-Paytel Advances Agent	A	A
125526	USLD-CCI Advances	A	A
125527	USLD-Small Business Network	A	A
125529	Burgen Co. Payphone	A	A
125530	USLDI-R&V COMMUNICATIONS	A	A
125533	Notes Receivable - Telx	A	A
126005	Def Bridge Commissions	A	A
126010	Def Direct Commissions	A	A
126015	Telemarketing Upfront Comm	A	A
126020	Amort Direct Deferred	A	A
126030	Deferred Res-Affinity	A	A

CONFIDE

ACCOUNT	DESCRIPTION	STATUS	TYPE
126040	Amort of Def Res-Affinity	A	A
126050	Def Distributor Commissions	A	A
126060	Amort of Def Distr Comm	A	A
126070	Bell South Upfront	A	A
126071	Genuity Signing Premium	A	A
126500	Cost/Earning in Excess - Bill	A	A
130000	Deferred property taxes	A	A
130030	Deferred PUC fees	A	A
131000	Inventory	A	A
131100	Inventory-Banner Advertising	A	A
131500	Inventory-USWD Books	A	A
140000	Other Prepaid expenses	A	A
140002	Deferred Cost - Dark Fiber ST	A	A
140003	Other Prepaid Expense	A	A
140005	ATS Other	A	A
140006	Qwest Store Inventory	A	A
140010	CT Other	A	A
140015	Rent - building	A	A
140020	Insurance	A	A
140025	Operating lease	A	A
140030	Fica	A	A
140034	QIMM Prepaid Expenses	A	A
140035	LCI Merchandise	A	A
140037	AT&T Promo Credit	A	A
140038	DBN Promo Credit	A	A
140039	CRL Promo Credit	A	A
140040	Wearables Program	A	A
140041	WWN Prepaid Maintance	A	A
140042	ELI Promo Credit	A	A
140045	Marketing Inventory	A	A
140047	Ehanced Services Prepaid Exp	A	A
140048	Consumer Prepaid Expenses	A	A
140049	Pager Inventory	A	A
140050	Marketing	A	A
140053	Netscape Expert Services	A	A
140054	Prepaid - ICG	A	A
140055	Flex - 1996	A	A
140060	Service agreement - computer	A	A
140065	Dues and licenses	A	A
140070	Service agreement - other	A	A
140075	Gte	A	A
140090	Residential	A	A
140100	USLD-Prepaid Maintenance	A	A
140101	USLD-Prepaid Subscription	A	A
140102	USLD-Prepaid Deposits	A	A
140103	USLD-Prepaid Sales Tax	A	A
140104	USLD-Prepaid Medical Insura	A	A
140105	USLD-Prepaid Line Costs	A	A
140106	USLD-Prepaid Postage	A	A
140150	Prepaid WRG	A	A
140155	Prepaid F&E Conversion	A	A
140200	Prepaid Cust Acquisition	A	A
141200	Prepaid-Website	A	A
141510	Prepaid-Advert-Local	A	A

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
141520	Prepaid-Advert-Nat' Pub	A	A
141530	Prepaid-Directory Source	A	A
141540	Prepaid-Insurance	A	A
142000	Right of way	A	A
142001	A/D - ppd right of way	A	A
142010	Pole attachments	A	A
142011	A/D ppd pole attachments	A	A
142020	RR crossings	A	A
142021	A/D - ppd RR crossings	A	A
142210	Prepaid MCI	A	A
143000	Other Current Assets	A	A
143005	Unbilled Services	A	A
143010	Current deposits facility vend	A	A
143015	Other Conduit & Fiber	A	A
143016	Other Capacity	A	A
143017	Spec Capacity	A	A
143020	TMS deposits	A	A
143025	Construction Inventory	A	A
143030	Network Deliver Inventory	A	A
143035	Inventory-Computer-New	A	A
143036	Inventory-Computer-Reuse	A	A
143040	Deposits - Other	A	A
143050	Deferred Carrier Costs	A	A
143055	Prepaid Rent	A	A
143060	Deferred Revenue	A	A
143070	Residential Rebates	A	A
143075	Res. Rebate Amort	A	A
143080	Prepaid Calling Cards	A	A
143085	Issued Promotions	A	A
143090	amort-issued promo	A	A
143095	Credit Resale Promotions	A	A
143100	A/D-Credit Resale Promotions	A	A
143105	Misc Prepaid Commissions	A	A
145005	Advanced Distributor Comm	A	A
145010	Residential Telemarketing Prep	A	A
145020	Residential Telemarketing Amor	A	A
145035	Telemarketing Commissions	A	A
145040	Residential LOA Commission	A	A
145045	Residential LOA Amortization	A	A
145050	Tasman	A	A
145055	Tasman Amortization	A	A
145060	Roush	A	A
145065	Roush Amortization	A	A
145070	CTD--Advance	A	A
145080	Juno Commissions Advance	A	A
145085	Juno Amortization	A	A
145090	YouNetwork Commissions Advance	A	A
145095	Customer Retention Commission	A	A
145200	Cable Material Inventory	A	A
145210	Pipe Material Inventory	A	A
145900	Prepaid Parent Expense (ST)	A	A
150000	Federal-current deferred asset	A	A
150010	State-current deferred asset	A	A
150025	LeaseCo Sales& Use Tax Rec	A	A

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
151000	Deposits - Operating	A	A
160000	FON-Outside Plant	A	A
160001	Fiber not capable of use	A	A
160002	Conduit	A	A
160003	FON-Outside Plant(IRU)	A	A
160005	Land	A	A
160006	Conduit(IRU)	A	A
160007	Buildings	A	A
160008	Buildings-Lshold-Personal	A	A
160009	Artwork	A	A
160010	FON-Transmision LL	A	A
160020	FON-Transmission	A	A
160025	FON - IRU Buyback	A	A
160030	FON-Switch	A	A
160040	FON-Buildings	A	A
160041	Cost-PPE-Account	A	A
160045	Fiber Optic Ntwk-Capital Lease	A	A
160050	FON-Distribution	A	A
160060	FON-By Pass	A	A
160070	FON-Circuit Install	A	A
160075	FON-Circuit Installs-MCI Pool	A	A
160080	FON-Autodialers	A	A
160100	Data Comm Backbone Equip	A	A
160110	Data Comm Cust Access Equip	A	A
160200	Microwave Equip.	A	A
160300	LEC Installations	A	A
160410	Construction Equip.	A	A
160411	Warehouse Equipment	A	A
160500	Easements	A	A
160800	Technology Platform Hardware	A	A
160801	Operating Equipment	A	A
160810	Technology Platform Software	A	A
161000	GOE-Furniture	A	A
161005	Fixtures	A	A
161010	GOE-Equipment	A	A
161011	BTS and Site Preparation	A	A
161012	Co Locate BTS Leasehold Site P	A	A
161013	Base Station Controller Equipm	A	A
161020	GOE-DP Hardware	A	A
161021	Software Development	A	A
161025	Mini-Computers	A	A
161030	GOE-DP Software	A	A
161040	GOE-Capital Leases	A	A
161050	GOE-Corp Telecom Equip	A	A
161051	GOE-Corp Telecom Equip Comp	A	A
161052	Mainframe Computers	A	A
161054	Terminals	A	A
161056	Printers	A	A
161060	GOE-Leasehold Improvements	A	A
161070	GOE-Autos/Trucks	A	A
161071	Fa - Sop Im	A	A
161072	Fa - Sop Corp	A	A
161073	Fa - Sop Nv	A	A
161075	Vehicle Capital Leases	A	A

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
161077	Aircraft	A	A
161080	ICON Asset Valustion (F/A)	A	A
161085	ICON Accum Amort F/A Valuation	A	A
161090	ICON Asset Valuation (L/I)	A	A
161095	ICON Accum Amort - L/I Valuatn	A	A
161099	ICON Depreciated Assets	A	A
162000	Building Lease-Lakehurst	A	A
162001	Leasehold Improvements	A	A
162010	Building Lease-Parkwood	A	A
162996	IRU Purchases Clearing	A	A
162997	Pretake Possession Clearing	A	A
162998	PPE Adjustments - IRU Sales	A	A
162999	PPE Adjustments - Acquisitions	A	A
163000	EUNet Fixed Assets	A	A
165000	A/D-Outside Plant	A	A
165003	Accum. Depr - Conduit Sys	A	A
165007	A/D-Building	A	A
165008	Inactive-A/D-Bldg Transferd	A	A
165010	A/D-Transmission LL	A	A
165020	A/D-Transmission	A	A
165025	A/D - IRU Buyback	A	A
165030	A/D-Switch	A	A
165040	A/D-Land and Buildings	A	A
165041	Accum Depr -TI-Bldg	A	A
165042	A/D Cost PPE	A	A
165045	A/D-Cap Lease Fib Opt	A	A
165050	A/D-Distribution	A	A
165060	A/D-By Pass	A	A
165070	A/D-Circuit Install	A	A
165075	A/D-Circuit Install-MCI Pool	A	A
165080	A/D-Autodialers	A	A
165100	A/D-Data Comm Backbone	A	A
165110	A/D-Data Comm Cust Access	A	A
165200	A/D-Microwave	A	A
165300	A/D-LEC Installations	A	A
165800	A/D-Technology Platform H/W	A	A
165801	A/D Operating Equipment	A	A
165810	A/D-Technology Platform S/W	A	A
166000	A/D-Furniture	A	A
166010	A/D-Equipment	A	A
166011	A/D - BTS Equipmt. & Site Prep	A	A
166012	A/D - Co Locate BTS Preparatio	A	A
166013	A/D - Base Station Controller	A	A
166014	A/D Warehouse Equipment	A	A
166020	A/D-DP Hardware	A	A
166021	A/D Software Development	A	A
166030	A/D-DP Software	A	A
166040	A/D-Capital Leases Gen Office	A	A
166050	A/D-Corp Telecom Equip	A	A
166051	A/D-Corp Telecom Equip Compute	A	A
166060	A/D-Leasehold Improvemen	A	A
166070	A/D-Autos/Trucks	A	A
166075	A/D - Vehicle Capital Leases	A	A
166077	A/D Aircraft	A	A

CONFI

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
166080	A/D - Correction	A	A
166085	A/D-Developed Software	A	A
166099	ICON Historical Accum Depr	A	A
167000	A/D-Bldg Lease-Lakehurst	A	A
167010	A/D--Bldg Lease-Parkwood	A	A
167997	Cost of Removal	A	A
167999	Proc. from the Sale of F/A	A	A
168000	EUNet Accumulated Depreciation	A	A
168999	Construction in Progress	A	A
169000	Plant under construction	A	A
169001	PUC Clearing-A/P	A	A
169002	PUC Clearing-G/L	A	A
169005	Fixed Asset Clearing Account	A	A
169009	WIP Clearing Account	A	A
169010	Fiber Cable (at the Warehouse)	A	A
169020	Dialers at the Warehouse	A	A
169030	Dialers with the Techs.	A	A
169040	Inventory - Clearing	A	A
169050	Inventory	A	A
169055	Capital Relcass Clearing Acct.	A	A
169060	Accum. Depr. - WIP	A	A
169070	Suspense-Projects Correction	A	A
169111	Wip - Im	A	A
169112	Wip - Nv	A	A
169113	WIP - Corp	A	A
170000	Goodwill	A	A
170001	Inactive Accum Amort	A	A
170010	Acc amortization - goodwill	A	A
170020	Goodwill	A	A
170030	Accum/Amort - Goodwill	A	A
170040	EUNet Goodwill	A	A
170041	KPNQ Excess Cost	A	A
170042	KPNQ Excess Cost Amort	A	A
170050	Goodwill USWest Merger	A	A
170060	Accum/Amort Goodwill USWest	A	A
170120	GCI Goodwill	A	A
171000	Other Intangibles	A	A
171005	A/D Other Intangibles	A	A
171010	Non Competes	A	A
171020	A/D Non Competes	A	A
171030	Customer List	A	A
171040	A/D Customer List	A	A
171050	RFP-Request For Proposal	A	A
171060	A/D Rfp	A	A
171070	Non-compete - at Cost	A	A
171075	Non-compete - Accum. Amort.	A	A
171100	USLD-Contract Costs	A	A
171105	USLD-Accum. Amort. - Contr Cos	A	A
171110	USLD-Signing Bonuses	A	A
171115	USLD-Accum. Amort. - Sign Bon	A	A
171130	Trademarks	A	A
171135	Accum. Amort. - Tradem	A	A
171140	USLD-Acquisition Costs	A	A
171145	USLD-Accum. Amort. Acquisit	A	A

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
171150	Developed Technologies	A	A
171151	Customer List	A	A
171153	Work Force	A	A
171154	A/D Workforce	A	A
171155	A/D Developed Technologies	A	A
171163	EUNet Other IFA	A	A
171200	Covenant not to compete	A	A
172000	Deferred financing fees	A	A
172010	Deferred legal	A	A
172030	Mti	A	A
172040	Nations Bank of Texas	A	A
172050	Bond Discount	A	A
172060	A/R Securitization	A	A
172070	Billy Goat	A	A
172075	Bond Issuance Costs	A	A
172076	Debt Issue Costs-NB Revolv-1B	A	A
172077	Debt Issue Costs-Senior Notes	A	A
172078	Debt Issue Costs Sr Disc Notes	A	A
172079	Debt Issue Sr Disc Notes 8.29	A	A
172080	Debt Issue Sr. Notes 7.25	A	A
172081	Debt Issue Sr. Notes 7.50	A	A
172082	Debt Issue Cost-Floating-2002	A	A
173080	Deferred Tax Asset - Long Term	A	A
173100	Val Res - Federal	A	A
173110	Val Res - State	A	A
173120	Val Res - City	A	A
174000	Investments	A	A
174005	Investment-Nextron	A	A
174006	Inactive-Investment-Flycast	A	A
174010	Investment-Switchboard	A	A
174020	Telco Y2K Forum	A	A
174030	Critical Path, Inc.	A	A
174040	Invest In Backweb	A	A
174050	Invest In Globespan	A	A
174060	U S Internetworking	A	A
174070	Intertainer	A	A
174080	Visto Corp	A	A
174090	Netpliance	A	A
174100	Vsource	A	A
174110	Vcampus	A	A
174120	Efusion	A	A
174130	Echopass	A	A
174140	Amber Networks	A	A
174150	Time Domain	A	A
174160	Accelerated Networks	A	A
174180	Pointserve	A	A
174190	Service Magic, Inc.	A	A
176000	Right of way	A	A
176010	A/D - Row	A	A
180000	Other assets	A	A
180001	USWest Intercompany	A	A
180005	Contract Labor	A	A
180006	Prepaid Insurance - Frontier	A	A
180008	Prepaid Rent Customer Prem	A	A

CONFIDE

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
180010	Key Man Life Insurance	A	A
180015	PSI Accumulated Depreciation	A	A
180020	Min. Lease Rec-West Coast DSC	A	A
180025	Capitalized Integration	A	A
180030	France	A	A
180035	CTG Acquisition	A	A
180040	A/D - Capitalized Integration	A	A
180045	Youngstown Cable Relocation	A	A
180050	Chicago Cable Relocation	A	A
180055	Grand Trunk Easement	A	A
180061	KPNQ Re-charge	A	A
180062	Prepaid Other - Emerald	A	A
180063	LT Prepaid - ICG	A	A
180064	IRU Receivables - LT	A	A
180066	LT IRU - Primus	A	A
180067	LT IRU - Star	A	A
180068	LT IRU - Facilicom	A	A
180069	LT IRU - ELI	A	A
180075	USS Deposits/CDs	A	A
180080	Prepaid Rent Customer Prems	A	A
180085	Servicemarks (Legal)	A	A
180086	A/D-Servicemarks (Legal)	A	A
180090	Intex	A	A
180092	Radio	A	A
180095	Magnum	A	A
180096	CMN License Agreement	A	A
180097	Accum Depr--CMN	A	A
180098	Copper	A	A
180099	Lotus	A	A
180100	HP Refurbishing	A	A
180101	Amort-HP-Refurbishing	A	A
180110	Def Charges-Bondco	A	A
180115	Non-Qual Pension Asset	A	A
180120	Other Deposit-IC Comm	A	A
180125	Western RE Insurance (Self Ins	A	A
180126	Restricted Stock Awards	A	A
180127	Restricted Stock Awards	A	A
180130	Other Deferred Charges	A	A
180131	ICG IRU Receivable LT	A	A
180132	ELI IRU Receivable	A	A
180135	Facilicom IRU Receivable LT	A	A
180136	C&W IRU Recievable LT	A	A
180140	Primus IRU Receivable	A	A
180141	Orix IRU Receivable LT	A	A
180145	Star IRU Receivable LT	A	A
180146	CAIS IRU Receivable LT	A	A
180147	LT IRU Receivable	A	A
180148	Econophone IRU Receivable LT	A	A
180150	Organizational Costs	A	A
180151	Winstar IRU Receivable	A	A
180152	Singtel IRU Receivable LT	A	A
180153	AboveNet IRU L/T Receivable	A	A
180154	L/T IRU Receivable	A	A
180155	L/T IRU Rec - Network Plus	A	A

CONFID

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
180200	USLD-L/T Portion of Notes/Adv	A	A
180201	Amortization Reserve	A	A
180202	Deferred Compensation Plan CSV	A	A
180203	Deferred Comp Plan-CSV-Contra	A	A
180205	USLD-Def Comp Plan-Cash Surr	A	A
180210	USLD-Long-Term Deposits	A	A
180220	USLD-G-5 Signing Bonus	A	A
180221	USLD-Accum. Amort. - G-5 Si	A	A
180230	USLD-BCI Signing Bonus	A	A
180231	USLD-Accum. Amort. - BCI Si	A	A
180240	USLD-Tax Basis Cust List	A	A
180250	Security Deposits - LT	A	A
180255	Prepaid Parent Expense	A	A
180260	Global Crossings Org Cost	A	A
180265	Qwest Org Cost	A	A
180270	Licenses	A	A
180275	L/T Rec - Qwest Corp	A	A
180280	Hiring Bonus	A	A
180285	Other L/T Receivables	A	A
180300	BOD Def Comp Trust	A	A
180305	Def Asset-	A	A
180310	Def Asset-	A	A
180315	Def Asset-	A	A
180320	Def Asset-	A	A
180325	Def Asset-	A	A
180330	Def Asset-1.15B Note	A	A
180335	Def Asset-Bond Fees	A	A
180340	Def Asset-1.5B Bond Fee	A	A
180345	Def Asset-750M Com PPR	A	A
180350	Deferred Cost - Dark Fiber LT	A	A
180355	Def Asset-	A	A
180360	Def'd Asset-2.25B Notes	A	A
180365	Def Asset-Fees	A	A
180370	Def'd Asset-1.0B Notes	A	A
180375	Def Asset-Rating Fee	A	A
180385	Def Asset-Form S-4Fee	A	A
180395	Def Asset-Fees $4.0B	A	A
180400	Def'd Asset-1.25B Note	A	A
180401	Curr Deferred Charges	A	A
180405	Def'd Asset-LT Debt	A	A
180410	Def'd Asset-TOPRSII	A	A
180415	Def'd Asset-1.75B Note	A	A
180420	Def'd Asset-MTN	A	A
180425	Def'd Asset-6.31% Notes	A	A
180430	Def'd Asset-6.75% Notes	A	A
180435	Def'd Asset-TOPRS	A	A
180500	Government Contract	A	A
180700	Recon Suspense - Payroll	A	A
190000	Investment in Subs	A	A
190001	Investment-Qwest Corp	A	A
190002	Investment-Qwest Corp	A	A
190003	Investment-Qwest Dex	A	A
190004	Investment-Qwest Western RE	A	A
190006	Investment-Qwest Capital Fundi	A	A

CONFIDI

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
190007	Investment-Qwest Long Distance	A	A
190008	Investment-Qwest Info Tech	A	A
190009	Investment-Qwest Comm Fed Svcs	A	A
190010	Investment - LCIM	A	A
190011	Investment-Qwest Adv Tech	A	A
190012	Investment-Qwest Interprise Am	A	A
190013	Investment-Qwest Wireless LLC	A	A
190014	Investment-Qwest Delaware	A	A
190015	Investment - LCIT	A	A
190017	Investment-Qwest Federal Servi	A	A
190018	Investment-Qwest Fed Relations	A	A
190019	Investment-Qwest Broadband Svc	A	A
190021	Investment in Baxter	A	A
190022	Investment in Callnet	A	A
190023	Investment in Chaplin	A	A
190024	Investment-Qwest Internet Vent	A	A
190026	Investment-Qwest Transoceanic	A	A
190027	Investment-Qwest Transoceanic	A	A
190028	Investment-Qwest Hong Kong LLC	A	A
190029	Investment-Qwest Y2K Inc.	A	A
190031	Investment-Global Crossings	A	A
190032	Investment-Global Equity Swap	A	A
190033	Investment-US BRI Inc.	A	A
190035	Investment - LCISC	A	A
190036	Investment in Servicios Derech	A	A
190037	Investment in QCI Ltd	A	A
190038	Investment in USTelesource Inc	A	A
190039	Investment in QSC	A	A
190039	Investment-QSC	A	A
190056	Investment in Primus	A	A
190057	Invstmnt in Primus-FV Adj	A	A
190080	Investment in Sub - VA	A	A
190081	Investment in Subsidiary - QCC	A	A
190082	Investment in Subsidiary - QC	A	A
190101	Investment in project eAccess	A	A
190102	Investment in project JATO	A	A
190103	Investment in project TELLME	A	A
190104	Investment project Worldstar	A	A
190105	Investment in CAIS	A	A
190106	Investment in CAIS-FV adj	A	A
190107	Investment in Mozart Project	A	A
190109	Japan transaction	A	A
190111	Investment in Akamai-FV Adj	A	A
190112	Investment in Akamai	A	A
190131	Investment in Project Universe	A	A
190132	Investment in Project Dynasty	A	A
190145	Investment in XLink	A	A
190150	Investment in LCI	A	A
190155	Investment in Icon	A	A
190156	Investment in Vicorp	A	A
190160	Investment-Covad Communication	A	A
190161	Investment-Covad-FV Adj	A	A
190165	Investment in KPNQwest	A	A
190166	Excess Cost - KPNQwest	A	A

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
190167	KPNQ - Internal Adjustment	A	A
190170	Investment in Bell South	A	A
190171	Investment in Projct Slingshot	A	A
190172	Investment in VoCall	A	A
190174	Investment in ART - FV Adj.	A	A
190175	Investment in Adv Radio Teleco	A	A
190176	Anschutz Digital Media	A	A
190177	Investment in Sub - QC	A	A
190180	Investment in Rhythms NetConn	A	A
190181	Investment in Rhythms-FV Adj	A	A
190182	Investment in US West	A	A
190183	Investment in Frontier Comm.	A	A
190185	Investment in Redback Network	A	A
190186	Investment-Redback-FV adj	A	A
190190	Investment in Lightwave	A	A
190195	Investment - Cyber.Solutions	A	A
190196	Investment in Hawk Holdings	A	A
190201	Investment in Lucent-FMV Adj	A	A
190202	Investment in Lucent	A	A
190205	Investment in eVentures Group	A	A
190206	Investment in eVentures-FMV	A	A
190210	Investment in Avici Systems	A	A
190211	Investment in Avici FMV Adj	A	A
190215	Investment in CoSign Comm	A	A
190216	Investment in CoSign FMV Adj	A	A
190220	Investment in MySmart.com	A	A
190225	Investment in Winlock Corp	A	A
190230	Investment in GetApproved.com	A	A
190235	Investment in Nortel	A	A
190240	Investment in Nortel - FV Adj	A	A
190241	Investment in Telium	A	A
190500	Investment in LCI (QWEST)	A	A
191000	N/R - Aac	A	A
191005	Due To/From CFI Note	A	A
191006	Due to/from USWest Misc	A	A
191007	Due to/from CFI	A	A
191008	Due to/From QSC	A	A
191009	Due to/from QCC	A	A
191010	N/R - Cnc	A	A
191011	Due to/from QCC Series A Note	A	A
191015	Payable To Parent	A	A
191020	N/R-Lds	A	A
191030	N/R - Lcii Ipo	A	A
191040	N/R-LCIM (Jr Sub)	A	A
191050	N/R-LCIM (Revol)	A	A
191060	N/R-Lcim (Ntfc)	A	A
191070	SPC-Sub Note Receivable	A	A
191080	LCIT Note Receivable	A	A
191090	USWest - LT Note Receivable	A	A
191091	HCG Telecom - LT note rec	A	A
191092	Metroplex - LT note receivable	A	A
191093	Action Research - LT note rec	A	A
191094	USLD - N/R Star Value LT N/R	A	A
191097	Vail System, Inc.	A	A

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
191098	BTB RentWay LT N/R	A	A
191099	Conquest/New Millenium Note	A	A
191100	Note to LCIM	A	A
191201	CRL LT Notes Receivable	A	A
191202	Digitec LT Notes Receivable	A	A
192000	Intercompany receivables	A	A
192010	Intercompany managment - AAC	A	A
192011	Intercompany interest - AAC	A	A
192012	Intercompany FC - AAC	A	A
192015	Notes Rec-Qwest Svcs Corp	A	A
192016	Interest Rec-Qwest Svcs Corp	A	A
192017	Notes Rec-Qwest Corp	A	A
192018	Notes Rec-Qwest Corp Int'l	A	A
192019	Notes Rec-BSI	A	A
192020	Interest Rec-BSI	A	A
192021	Notes Rec-Qwest Dex	A	A
192022	Interest Rec-Qwest Dex	A	A
192023	Notes Rec-Business Resources	A	A
192024	Interest Rec-Business Resource	A	A
192025	Notes Rec-Comm Services	A	A
192026	Interest Rec-Comm Services	A	A
192027	Notes Rec-Fed Services	A	A
192028	Interest Rec-Fed Services	A	A
192029	Notes Rec-Federal Relations	A	A
192030	Interco advances - LCINH	A	A
192031	Interest Rec-Federal Relations	A	A
192033	Notes Rec-Interprise	A	A
192034	Interest Rec-Interprise	A	A
192035	Notes Rec-Wireless	A	A
192036	Interest Rec-Wireless	A	A
192037	Notes Rec-Dex Holdings	A	A
192038	Interest Rec-Dex Holdings	A	A
192039	Notes Rec-Long Distance	A	A
192040	Interco advances - LCIS	A	A
192041	Intercompany Mgmt Fee - LCIS	A	A
192042	Interest Rec-Long Distance	A	A
192043	Notes Rec-Info Tech	A	A
192044	Interest Rec-Info Tech	A	A
192045	Notes Rec - HQ C Group	A	A
192046	Interest Rec - HQ C Group	A	A
192047	Notes Rec - C Group Lyons	A	A
192048	Interest Rec - C Group Lyons	A	A
192049	Notes Rec - Int'l	A	A
192050	Interco adv - LCITC	A	A
192051	Notes Rec - Fin Services	A	A
192052	Int Rec - Fin Services	A	A
192053	Notes Rec - Multi Media	A	A
192054	Interest Rec - Multi Media	A	A
192055	Notes Rec - So Multi Media	A	A
192056	Interest Rec - So Multi Media	A	A
192057	Notes Rec - ISG	A	A
192058	Interest Rec - ISG	A	A
192059	Interest Rec - Continental	A	A
192060	Intercompany FC - LDS	A	A

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
192061	Intercompany management - LDS	A	A
192062	Intercompany interest - LDS	A	A
192063	Interest Rec - Real Estate	A	A
192064	Notes Rec - Qwest Comm Corp	A	A
192065	Interest Rec - Qwest Comm Corp	A	A
192070	Rental network - LTC	A	A
192071	Intercompany FC - LTC	A	A
192100	Intercompany managment - CNC	A	A
192101	Intercompany interest - CNC	A	A
192102	Intercompany FC - CNC	A	A
192110	Intercompany Int. LCI to LCII	A	A
192111	Intercompany Mgmt Fee - LCII	A	A
192112	I/C Int - LCIM/LCII Jr Sub	A	A
192113	I/C Int - LCIM/LCII revolver	A	A
192114	I/C Int - LCIM/LCII/NTFC	A	A
192200	Due to Joint Venture (ICON)	A	A
192205	Joint Venture - Reserve (ICON)	A	A
199000	HCO - I/O du to/from	A	A
199010	LCIM - I/O due to/from	A	A
199020	LCIT - I/O due to/from	A	A
199030	LCII - I/O due to/from	A	A
199040	LCIC - I/O due to/from	A	A
199050	LCISC - I/O due to/from	A	A
199060	LCISPC - I/O due to/from	A	A
199070	LCITC - I/O due to/from	A	A
199080	LCIS - I/O due to/from	A	A
199100	USS - I/O due to/from	A	A
199110	LCIVA - I/O Due to/from	A	A
199120	LCICA LLP- I/O Due to/from	A	A
199125	QFC - I/O due to/from	A	A
199130	LCIUK - I/O Due to/from	A	A
199140	USLD Corp - I/O Due to/from	A	A
199150	USLD Inc.- I/O Due to/from	A	A
199155	QWEST - I/O due to/from	A	A
199156	QWEST Rev - I/O due to/from	A	L
199157	QWEST COS - I/O due to/from	A	L
199160	LCI CA Inc-I/O Due to/from	A	A
199165	Interco. A/c - QCC	A	A
199166	Interco A/C - QCII	A	A
199167	Interco A/C - QC	A	A
199170	Interco. A/c -GCI	A	A
199175	Interco. A/c -FSI	A	A
199185	Interco A/c - QCS	A	A
199190	Interco A/c - SPS	A	A
199195	Interco A/c - SD	A	A
199200	Interco. A/c - QTI	A	A
199205	Interco. A/c - MSMP	A	A
199210	Interco. A/c - QPI	A	A
199215	Interco A/C - Phoenix	A	A
199220	Interco. A/c - SNI	A	A
199221	Interco A/C - LSI (Lightwave)	A	A
199223	Interco. A/C - Willtel	A	A
199225	Interco. A/c - QCI Ltd. London	A	A
199230	Interco. A/c - EUNet	A	A

CONFIDENT

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
199235	Interco. A/c - Mexico	A	A
199240	QCC Receivable from LCI	A	A
199245	Intercompany A/C - QC	A	A
199250	Interco - US Telesource	A	A
199260	QISC - I/O Due to/Due From	A	A
199300	Interco A/C - LeaseCo	A	A
199310	Interco A/C - Dex	A	A
199320	Interco A/C - Qwest Serv Corp	A	A
199350	Interco A/C Federal Relations	A	A
199400	Interco A/C - Touch West Wire	A	A
199700	Interco A/C Qwest Digital Medi	A	A
199905	Interco. A/C -QCC Elimination	A	A
199906	Interco A/C - QCII Elimination	A	A
199907	Interco A/C - QC Eliminations	A	A
199910	Interco A/C - QTI Elimination	A	A
199915	Interco A/C - Phoenix Elim	A	A
199920	Interco A/C - SNI Elimination	A	A
199929	Interco. A/C - QISC Elim	A	A
199935	Interco. A/C - Mexico Elim.	A	A
199940	Interco A/C- Icon Eliminations	A	A
199950	Interco A/C - Icon	A	A
199959	Interco. A/C - QNLTDPART-Elim	A	A
199960	ELIM3 - I/O due to/from	A	A
199970	ELIM2 - I/O due to/from	A	A
199980	ELIM - I/O due to/from	A	A
199990	Interco - Projects	A	A
199991	I/C LSI-Gov't	A	A
199998	Interco. A/C - THI Elimination	A	A
199999	Historical - I/O due to/from	A	A
200000	Accounts Payable-trade	A	L
200003	Accounts Payable - Trade	A	L
200005	ZBA Outstanding Checks	A	L
200006	Accounts Payable SPT Co.	A	L
200007	Accounts Payable - SPT Co.	A	L
200008	Accounts Payable - QPI	A	L
200010	A/P Setup	A	L
200015	Reserve for Credits	A	L
200020	Other Non-facility vendors	A	L
200022	InactiveAP-IC PR Tax Pd by Dex	A	L
200023	Inactive-A/P-IC-Dex	A	L
200024	Inactive-A/P-IC New Ventures	A	L
200025	A/P Recurring Items	A	L
200026	Amex - Ibcp	A	L
200027	A/P Amex	A	L
200028	A/P-IC-Qwest Corp	A	L
200029	A/P-IC-Qwest Svc Corp Interest	A	L
200030	EUNet Accts Payable - Interco.	A	L
200031	EUNet Accts Pbl - Related Prty	A	L
200032	EUNet Accounts Pbl - Other	A	L
200033	A/P - Neso Tax	A	L
200034	A/P - I/C- Qwest Services Corp	A	A
200035	A/P-IC-AT&T (Media One Group)	A	L
200037	A/P-IC-Qwest Dex Holdings	A	L
200039	A/P-IC-Qwest Dex	A	L

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
200040	A/P-IC-Western RE	A	L
200045	A/P-IC-Comm Services (CSI)	A	L
200050	Accrued A/P	A	L
200051	Received not Vouchered	A	L
200055	A/P-IC-Communications	A	L
200060	Ap-Wire Check Run Liability	A	L
200063	A/P-IC-Wireless	A	L
200065	A/P-IC-Long Distance	A	L
200070	A/P-IC-Business Resources (BRI	A	L
200075	A/P-IC-Advanced Tech (AT)	A	L
200076	A/P-IC-Fed Services (FSI)	A	L
200077	A/P-IC-Federal Relations	A	L
200079	A/P-IC-Broadband Services	A	L
200080	A/P-IC-Info Tech (IT)	A	L
200082	A/P-IC-Internet Ventures	A	L
200084	A/P-IC-Transoceanic	A	L
200085	A/P-Ic-Usw Inc Fit Estax	A	L
200086	A/P-IC-Transoceanic Oprns	A	L
200088	A/P-IC-Hong Kong LLC	A	L
200090	A/P-IC-Capital Funding (Intere	A	L
200091	A/P-IC-Communications Int'l In	A	L
200092	A/P-Ic-Y2K	A	L
200095	A/P-IC-Interprise	A	L
200100	Accrued Other Payables	A	L
200103	Other Vendor Accrual	A	L
200104	Contra Accounts Payable	A	L
200105	Accrued Clearing	A	L
200108	Other Vendor Accrual	A	L
200110	PP&E Vendors Accrual	A	L
200113	Accrued Legal Cost Pbl.	A	L
200116	Accrued Sales and Mkt Expense	A	L
200125	Accrued TAC Jet Usage	A	L
200126	Accrued Sr Notes 7.25	A	L
200127	Accrued Sr Notes 7.50	A	L
201000	A/P - Facility Vendors	A	L
202000	USLD-Accounts Payable	A	L
202010	USLD-Accrued Vouchers	A	L
202020	USLD-Accrued Validation Cos	A	L
202030	USLD-Accrued Billing & Coll	A	L
202040	Account Payable-Unclaimed Prop	A	L
202050	Burden Clearing - Construction	A	L
202055	Payroll Clearing Account	A	L
202057	Net Pay Deposit/Bank Savings	A	L
202060	Smithbauer Obligation (S.T.)	A	L
202063	Reserve for Credit	A	L
202065	WTG Reserve (S.T.)	A	L
202097	Qwest Company Transfers	A	L
202098	GCI Company Transfers	A	L
202099	FSI Company Transfers	A	L
202100	Surcharge Tax Payable	A	L
202500	Capacity obligation (S.T)	A	L
202501	Capital Lease Obligation	A	L
202505	Smithbauer obligation (ST)	A	L
202510	Notes Payable Newcourt (ST)	A	L

CONFID

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
202515	NTFC obligation (ST)	A	L
202520	Note Payable NW (ST)	A	L
202525	Advantis Liab. (ST)	A	L
202530	Acquisition Liability(ST)	A	L
202535	FSI Obligation (ST)	A	L
202540	Oblig Under Cap Lses (ST)	A	L
202545	FSI Service Oblig Chad ST	A	L
202550	Unclaimed Prop-Checkfree	A	L
202560	Loans Payable (S.T.) - DS	A	L
202563	Note Payable NW (ST)	A	L
202566	Heller Obligation (ST)	A	L
202569	NTFC Obligation (S.T.)	A	L
202572	NTFC Cap Int Pay CF (ST)	A	L
202575	Note Payable-Qwest Serv Corp.	A	L
202578	U S Bancorp Loan (ST)	A	L
202580	S/T Borrowing-Comm Paper	A	L
202585	Unamort Disc-Comm Paper	A	L
202590	S/T-1 Yr Bond Note Payable	A	L
202599	Other Liabilities (S.T.)	A	L
203000	Intercompany Rec/Pay to Parent	A	A
203001	Rec/Pay to Related Parties	A	L
203002	Adv to/from Major Shareholder	A	L
203010	Debit-IC-Capital Funding	A	L
211000	DEOT/DTAT & Trunk Ports	A	L
211100	Orig Feature Group	A	L
211105	CIC/CIP Charges	A	L
211480	Cdn	A	L
211490	800 Database	A	L
211495	Pre-Sub Line	A	L
211500	Term Feature Group	A	L
211600	Term Feature Group Proration	A	L
212000	Special Access OCC Dump Acct	A	L
212100	Originating Off-Net	A	L
212200	Terminating Off-Net	A	L
212350	Switchless 1+	A	L
212750	A/R Offset Account	A	L
212850	Term IDDD	A	L
213100	Directory Assistance	A	L
213300	Card Validation	A	L
214000	Switched Access OCC Dump Acct	A	L
214001	Leased Network DS0/DS1	A	L
214015	Leased Network DS3/OC-n	A	L
214305	Local Loop	A	L
214505	Entrance Facility	A	L
214715	Dark Fiber	A	L
214720	Ss7 Mrc	A	L
214725	Ss7 Msg	A	L
214735	Frame Relay	A	L
214740	State Funds (TECA, ALSF)	A	L
214750	Web Hosting	A	L
214760	Interconnection Charges	A	L
214770	Peering Costs	A	L
215000	QWEST Merger Current Fac Cost	A	
215001	Local Number Portability	A	

CONFIDENT

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
215005	Universal Service Fund	A	L
215010	Open	A	L
215011	Touch America Signing Bonuses	A	L
215012	Touch America 1+ deductions	A	L
215015	SMS800 Database	A	L
215020	Prepaid Calling Card	A	L
215025	Taxes/Surcharges	A	L
215030	Internal Telephone	A	L
215035	PIC Charges	A	L
215040	Domain Registration	A	L
215060	COCOT	A	L
215070	TRS Accrual	A	L
215075	LPC/Penalties	A	L
215085	Audio Telephone	A	L
215090	Dynamic Fax	A	L
215300	Interest	A	L
215500	FC Contingency	A	L
215600	ICON Merger	A	L
216000	PICC Charges	A	L
217200	Uss	A	L
217300	NCR-Routers/Cards	A	L
217400	Not Used	A	L
217401	ELI Committment Merger	A	L
217402	ICON Circuit Rates Merger	A	L
217403	Lease Rates to Market Merger	A	L
217404	IDDD Rates to Market Merger	A	L
217405	Entrance Facilities Merger	A	L
217406	Corp Telecom In Region Merger	A	L
217407	Directory Assis-Differential	A	L
217408	Deot vs Tandem Routing Merger	A	L
217409	Entrance Price Merger	A	L
217410	TA Price Differencial Merger	A	L
217901	Reserve for Coupons	A	L
217902	Accrued Network Charges	A	L
217903	Accrued Potential Credit	A	L
217904	Accrued Liabilities-Billing	A	L
217910	DMS Rendering Accrual	A	L
217911	Moore Postage Accrual	A	L
217912	DMS Postage Accrual	A	L
217913	Campus Talk Postage Accrual	A	L
217999	Temp Cost Dump	A	L
218000	Local Cost	A	L
218010	Internet Cost	A	L
218011	Paging Resale Cost	A	L
219500	Bank of America LOC	A	L
219501	Bank of New York - Current	A	L
219502	PNC - Current	A	L
219503	First Union LOC	A	L
219504	US Bank LOC	A	L
220000	Payroll Accrual	A	L
220010	Bonus Accrual	A	L
220011	Accrd S/T Bonus-Officers	A	L
220012	Accrd DEU (LTIP)	A	L
220013	Accrd Pension-Non Qual	A	L

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
220014	Accrd Exp-Pension	A	L
220015	Stock Option Accrual	A	L
220018	Accrued 401(k)/Prof Shar	A	L
220020	Vacation Accrual	A	L
220030	FICA Accrual	A	L
220031	FICA/MEDI Emp Withhold	A	L
220040	Riverside Hospital	A	L
220050	Bonus--Commissions	A	L
221000	Accrued Other Payroll	A	L
221004	Withheld City Payroll Tax	A	L
221005	401(k) Withholdings	A	L
221006	401K Loans	A	L
221007	401K Withholdings(Met life)	A	L
221010	Garnishments withheld	A	L
221012	Child Support	A	L
221013	Short Term Disability	A	L
221014	Long Term Care	A	L
221015	Insurance	A	L
221018	Accrued Group Ins	A	L
221020	Political action committee	A	L
221025	Savings bonds	A	L
221026	Emp Wh-Union Dues	A	L
221027	Emp Wh-Union PAC	A	L
221028	Emp Wh-Pioneers	A	L
221030	Credit union	A	L
221031	Aetna Benefits	A	L
221035	United Way	A	L
221036	Miscellaneous Deductions	A	L
221038	Emp Wh-Exec Life	A	L
221040	Additional life	A	L
221042	Emp Wh-Dependent Group Life	A	L
221045	Employee Stock Purchase	A	L
221046	Empl Withholding Medical Deduc	A	L
221047	Empl Witholding Medical Ded	A	L
221050	VEBA-Flex Spend	A	L
221055	SERP-Contribution	A	L
221060	Flex Plan - Other	A	L
221065	Flex Plan-STD	A	L
221070	Flex Plan Indemnity	A	L
221075	Phone Bill Withholdings	A	L
221080	Federal Tax Withholding	A	L
221081	State Tax Withholding	A	L
221082	Local Tax Withholding	A	L
221083	FUTA Liability	A	L
221084	SUI Liability	A	L
221085	Payroll Deduction/Taxes	A	L
221090	Cobra	A	L
221092	Pre-Tax Transportation Benefit	A	L
221093	Dental Benifit Allowance	A	L
221094	Medical Benifit Allowance	A	L
221095	Life Insurance Allowance	A	L
221096	Disability Allowance	A	L
221097	Other Benefit Allowance	A	L
221099	Non-AR Holding Account	A	L

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
221100	Accrued workman's comp	A	L
221105	Consolidated FSA (FLEX)	A	L
221110	Foundation Contribution	A	L
221115	ETR Adjustment/Federal	A	L
221120	Accrd Tax-St & Loc CurrYr	A	L
221125	ETR Adjustment/State	A	L
221130	State Tax Clearing	A	L
221135	Other Accrd Taxes	A	L
221140	QSC Insurance Fund	A	L
221145	Cobra Serv/BBS	A	L
221150	Accd Exp-Basic Life	A	L
221155	Accd Exp-L/T Disability	A	L
221160	NonCurr Tax Benefit Pay offset	A	L
221165	Accrd-Medical Care	A	L
221175	ESOP Credit Adjustment	A	L
221178	ESOP Deferred Credit	A	L
221180	USCA Conference	A	L
221185	1999 Labor Lawyers Conf	A	L
230000	Accrued Commissions	A	L
230003	QIMM External Commissions	A	L
230004	Accrd-Commissions-TMP External	A	L
230005	Direct Commissions	A	L
230006	Direct Response Commissions	A	L
230008	Accrd-Commissions-Draw	A	L
230010	Chairman's Club	A	L
230012	Accrd-Real Growth Bonus	A	L
230015	Bonus Commissions	A	L
230020	Sales Contest Commissions	A	L
230025	Distributor Commissions	A	L
230030	Association Commissions	A	L
230040	Res Affinity Commissions	A	L
230045	Campus Talk Commissions	A	L
230050	Res Direct Commissions	A	L
230055	CRSR Commissions	A	L
230060	ACS Commissions	A	L
230065	CTD Direct Commissions	A	L
230070	CTD Advanced Commissions	A	L
230075	USS Commissions	A	L
230080	ATS Commissions	A	L
230085	Carrier Commissions	A	L
230091	Prepaid Card Commissions	A	L
230095	Wholesale Commissions	A	L
230096	Wholesale Bonus Commission	A	L
230100	EPS Commissions	A	L
230110	CTD International Commissions	A	L
230115	Riverside Hospital Commissions	A	L
230120	Pace	A	L
230121	Local Commissions	A	L
230125	President's Club	A	L
230130	100% Club	A	L
230200	USLD-Accrued Customer Commi	A	L
230201	USLD-Accrued Employee Commi	A	L
235000	Current Mat-Long Term Debt	A	L
235010	Current Mat-Revolver	A	L

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
235100	Current-Duke Lease	A	L
235110	Current Mat-Duke Bldg Lease	A	L
235140	Current Mat--Parkwood Lease	A	L
235150	USLD-Current Portion of LTD	A	L
235151	USLD-Current of Cap Leases	A	L
235152	USLD-Notes Payable	A	L
235200	Capacity obligation (S.T)	A	L
235205	Accrued Growth Share	A	L
235210	Notes Payable Newcourt (ST)	A	L
235215	FSI Service Obligation	A	L
235220	Advantis Liab. (ST)	A	L
235225	Acquisition Liability(ST)	A	L
235230	Qwest Company Transfers	A	L
235235	GCI Company Transfers	A	L
235240	FSI Company Transfers	A	L
235500	Bank Overdrafts	A	L
235700	A/P Q/Qwest Properties	A	L
235705	QCC Payable to TAC ST	A	L
235710	A/P Q/Msmp	A	L
235720	A/P Qti	A	L
235730	Capacity Accrual	A	L
236000	Accrued Interest - LT Debt	A	L
236001	EUNet Accrd Interco Pbl - Int.	A	L
236002	EUNet Accrd Interco Pbl - Othr	A	L
236003	Accrued Interest TROL	A	L
236004	Accrd Int-Qwest Svcs Corp	A	L
236005	Accrd Int-L/T Bond	A	L
236007	Accrd Int-SWAPS	A	L
236008	Accrd Int-L/T Bond	A	L
236010	Int-Nations Revolver	A	L
236011	Accrd Int-L/T Bond	A	L
236013	Accrd Int-L/T Bond	A	L
236015	Interest - Swingline	A	L
236016	Accrd Int-L/T Bond	A	L
236017	Accrd Int-IBDG	A	L
236018	Accrd Int-1.15B Note	A	L
236019	Accrd Int-$300M Notes	A	L
236020	Int-Duke Building Lease	A	L
236021	Accrd Int-6.75% Notes	A	L
236022	Accrd Int-6.31% Notes	A	L
236023	Accrd Int-Contrnl SWAP	A	L
236024	Accrd Int-LT Debt	A	L
236025	Accrd Int-1.25B Note	A	L
236026	Accrd Int-1.75B Note	A	L
236027	Accrd Curr Por-FMV Swap Prem	A	L
236030	Interest--Bonds	A	L
236040	Int-Dai-Ichi Kangyo Bank	A	L
236044	Accrd Int-TOPRS	A	L
236048	Accrd Int-TOPRS II	A	L
236050	Bank of NY	A	L
236060	PNC	A	L
236065	Accrd Int-2.25B Notes	A	L
236070	Accrd Int-1.0B Notes	A	L
240000	FIT-Current	A	L

CONFIDENT

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
240005	FIT Payable Prior Year	A	L
240010	State Income Tax Payable	A	L
240015	SIT Payable - Prior Year	A	L
240020	SIT Def Comb Benefit	A	L
240030	Use Tax Payable	A	L
240035	Nortel Sales Tax Payable	A	L
240040	Sales Tax Payable	A	L
240041	Tax Reserve-Sales/Use	A	L
240045	Leasco Sales Tax Payable	A	L
240050	Use Tax Payable-PUC	A	L
240060	Federal Excise Tax Payable	A	L
240070	Gross Receipts Tax Payable	A	L
240080	Franchise Tax Payable	A	L
240090	Property Tax Payable	A	L
240091	Tax Reserve-Property	A	L
240120	Annual Report Fees	A	L
240130	Business Licenses & Other Tax	A	L
240140	Qwest Accred Federal Inc Tax	A	L
240151	EUNet VAT Payable	A	L
240175	EUNet Other Taxes Payable	A	L
240200	Qwest Sales & Use Tax	A	L
250000	Other Payables	A	L
250001	Misc Liabilities - Software	A	L
250002	Japan US Cable Accrual	A	L
250003	Deferred ST Liability Qwest N	A	L
250005	Accrued Advertising	A	L
250010	Accrued American Express	A	L
250015	Accrued Cash Management Fees	A	L
250016	Accrued Regulatory	A	L
250017	Billings in Xs of Rev - Front	A	L
250020	Accrued Other Expense	A	L
250025	Accrued Audit Fees	A	L
250030	Accrued Professional Fees	A	L
250031	Accrued A/P - Wiltel	A	L
250032	Inactive Accrued Workers Comp	A	L
250033	Accured Restructuring	A	L
250034	QIMM - Accrued Expenses	A	L
250035	Accrued Insurance	A	L
250037	QVPN Equipment Payable	A	L
250040	TMS Deposits	A	L
250041	Ballston Metro	A	L
250043	Reserve for Relocation	A	L
250045	Accrued Account Conversion	A	L
250049	Deferred Income-QIMM-Portal	A	L
250050	Deferred Income-Current	A	L
250051	Deferred Income - AC1 Fiber	A	L
250052	Deferred Income - ELI	A	L
250053	Deferred Income - ICG IRU	A	L
250054	Deferred Income - Primus IRU	A	L
250055	Accrued General Maintenance	A	L
250057	Duke Realty	A	L
250058	Deffered Income - Globix	A	L
250059	Deferred Income - ELI IRU	A	L
250060	Accrued Leases	A	L

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
250061	Deferred Income - Star IRU	A	L
250062	Deferred Income Wholesale IRU	A	L
250065	USS Contingency	A	L
250069	Touch America Security Deposit	A	L
250070	Deposits - Bus Markets	A	L
250071	Deposits - Cisco	A	L
250072	Deposits - QIMM	A	L
250074	Deposits - Customer Accounts	A	L
250075	Customer Refund	A	L
250080	Expense Report Clearing	A	L
250090	Telelogic	A	L
250095	Accrued Preferred Dividends	A	L
250100	Northern Telephone & Data	A	L
250105	PACE Contingency	A	L
250115	TMS Purchase Price	A	L
250120	Accr Billing & Collection fees	A	L
250121	Inhouse Billing - Wholesale	A	L
250122	Inhouse Billing - Consumer	A	L
250123	Inhouse Billing - Commercial	A	L
250125	Def. Rev. - Prepaid	A	L
250130	Bargain Call Billing Fees	A	L
250135	Accr Tax Dept.	A	L
250140	Operator Service--Billing	A	L
250145	Operator Service--Commission	A	L
250150	STN Contingency	A	L
250151	Prepaid Recharge	A	L
250155	CFS Relocation	A	L
250160	Caltech Lockbox	A	L
250165	CTG Accrued Contingency	A	L
250175	Sales Hanno	A	L
250176	Welton Accruals	A	L
250180	Accrued IS Consultant Fees	A	L
250181	EAS Accrued Consultant Fees	A	L
250185	Accrued Misc. Settlements	A	L
250190	Non-Compete Payments	A	L
250195	Fulfillment	A	L
250203	Pay Direct A/P-A/R LCI1+ Comm	A	L
250205	CT Other Accruals	A	L
250215	ATS Other Accruals	A	L
250220	ATS Contingency	A	L
250230	USS Other Accruals	A	L
250235	USS Deposits Cust Accts	A	L
250244	Prepaid Card-Accrued Expenses	A	L
250245	Taylor Accruals	A	L
250246	SM&C Payable	A	L
250247	WWN Accrual	A	L
250248	Lawrence Accruals	A	L
250249	Accrued Recycling-Fraud	A	L
250250	Recoup Unauthorized PIC Chrg	A	L
250255	FC Offset Unauthorized PIC	A	L
250260	Local Service	A	L
250261	Residential Refund Liability	A	L
250262	Wholesale Accruals	A	L
250263	IXC Sales Tax Payable	A	L

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
250265	Touch America Accrued Liab	A	L
250270	USLD Merger	A	L
250275	Restructuring Accrual	A	L
250276	ICON Merger Accrual	A	L
250280	QWEST Merger Current Corporate	A	L
250281	QWEST Merger Current - Payroll	A	L
250282	QWEST Merger Current Fac Cost	A	L
250283	QWEST Merger Current FAssets	A	L
250301	USLD-Local Account Payments	A	L
250302	USLD-Agent Deposits	A	L
250320	S/T Def Rev - Network Plus	A	L
250321	S/T Deferred Rev - PacWest	A	L
250323	Deferred Income - Singtel IRU	A	L
250324	Def. Income Cable&Wireless IRU	A	L
250325	Deferred Income KPN Qwest IRU	A	L
250326	Deferred Income - CAIS IRU	A	L
250327	Deferred Income - Viatel IRU	A	L
250328	Deferred Inc - Esprechane IRU	A	L
250329	Deferred Inc - Telecom SA IRU	A	L
250330	Deferred Income - Winstar IRU	A	L
250331	Deferred Income - Onx IRU	A	L
250332	Deferred Income - IRU	A	L
250333	Deferred Income - Intermerc	A	L
250334	S/T Deferred Income - Accretive	A	L
250350	Accrued BankFees	A	L
250400	Accrued Construction Exp	A	L
250401	Consumer Accrual-Uswest Merger	A	L
250402	Wholesale Accr Uswest Merger	A	L
250403	OIS Accrual-Uswest Merger	A	L
250404	Facility Cost Merger Accr	A	L
250405	Business Markets Accr USW Merg	A	L
250410	Legal USWest Merger Accrual	A	L
250411	Real Estate USWest Merger Accr	A	L
250412	IT USWest Merger Accrual	A	L
250413	OIS Accrual CORBA Ports	A	L
250414	CFS USWest Merger Accrual	A	L
250500	Billings in Excess - Conex	A	L
250505	Dividend Payable	A	L
250510	Reserve-General	A	L
250520	Reserve-Errors and Omissions	A	L
250600	EUNet Notes Payable - ST	A	L
251000	SPC Transfer	A	L
251500	Deferred Revenue - Government	A	L
260000	Nations Revolver	A	L
260010	Current - Nations Swingline	A	L
261000	Other Long Term Debt	A	L
261001	OCII-Debt Securities	A	A
261010	Bank of New York	A	L
261020	Pnc	A	L
261030	Dai-Ichi Kangyo Bank	A	L
261040	USLD Long Term Debt	A	L
261041	USLD-Current LTD	A	L
261042	USLD-Current Cap Lease	A	L
261100	USLD-Notes Payable	A	L

Qwest Communications Corporation

Chart of Accounts

2001-03-06

ACCOUNT	DESCRIPTION	STATUS	TYPE
261150	Notes Payable-BOC	A	L
261160	Notes Payable-Qwest Svcs Corp	A	L
261170	Curr Port-1.15B Note	A	L
261180	Discount CP-1.15B Note	A	L
261190	Non-Curr Def FIT	A	L
261200	L/T-10 yr Bond	A	L
261210	L/T-Bond Discount	A	L
261215	Medium Term Notes Payable	A	L
261220	L/T-30 yr Bond	A	L
261225	L/T Borr-6.75% Notes	A	L
261230	L/T-Bond Discount	A	L
261235	Non Curr Def SIT	A	L
261240	L/T-4 yr Bond	A	L
261245	L/T Borr-6.31% Notes	A	L
261250	L/T-Bond Discount	A	L
261255	MV Premium Conft Swaps	A	L
261260	L/T-7 yr Bond	A	L
261265	L/T Debt	A	L
261270	L/T-Bond Discount	A	L
261275	Disc-M/T Notes Payable	A	L
261280	L/T-20 yr Bond	A	L
261285	Disc-6.75% Notes	A	L
261290	L/T-Bond Discount	A	L
261295	Def Credit-L/T Debt	A	L
261300	L/T-2 yr 1.15B Note	A	L
261305	L/T Borr-TOPRS	A	L
261310	L/T- Discount 1.15B Note	A	L
261315	L/T Borr-TOPRS II	A	L
261320	L/T-2 yr $300M Note	A	L
261325	1.25B Note-6 years	A	L
261330	L/T- Discount $300 M Note	A	L
261335	Discount-1.25B Note	A	L
261345	1.75B Note-10 years	A	L
261355	Discount-1.75B Note	A	L
261360	2.25B Notes-10 years	A	L
261365	Discount-2.25B Notes	A	L
261370	1.0B Notes-30 years	A	L
261375	Discount-1.0B Notes	A	L
261501	Capital Vehicle LT Leases	A	L
261502	FSI Service Obligation LT	A	L
261503	Notes Payable (LT)	A	L
261504	Vendor Financing - Nortel (LT)	A	L
261505	QCI 10 7/8% Senior Notes (LT)	A	L
261506	QCI Senior Disc Notes 9.47(LT)	A	L
261507	QCI Senior Disc Notes 9.29(LT)	A	L
261508	Capacity obligation (LT)	A	L
261509	Oblig Under Cap Lses (LT)	A	L
261510	Accr Growth Stk/Equalization LT	A	L
261511	QCI - Sr Notes 7.25	A	L
261512	QCI - Sr Notes 7.50	A	L
261515	Right of Way Obligation (LT)	A	L
261518	Payable to Parent (L.T.)	A	L
261524	Loans Payable (L.T.) - DS	A	L
261527	NTFC Obligation (L.T.)	A	L

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
261530	NTFC Capitalized Int. Pbl (LT)	A	L
261533	Note Payable Nova Scotia (LT)	A	L
261536	Note Payable Norwest (LT)	A	L
261539	Heller Obligation (LT)	A	L
261542	U S Bancorp Loan (LT)	A	L
261545	ABN/AMRO Loan (LT)	A	L
261600	EUNet Notes Payable - LT	A	L
261601	EUNet Loans Pbl - Interco - NC	A	L
261610	EUNet Neg Invest in Subs	A	L
261611	QCI Series A Note	A	L
262000	Debt Step Up USWest Merger	A	L
265000	Long Term Capitalized Leases	A	L
265010	Duke Building Lease	A	L
265020	MTI Lease	A	L
265040	Parkwood Lease	A	L
265050	USLD-Capital Lease	A	L
270000	Other Long Term Liabilities	A	L
270001	Vicorp Note Payable	A	L
270002	Slingshot Note Payable	A	L
270003	Note Payable QCC	A	L
270005	LT Reserve - WTG	A	L
270006	Deferred Interest - WTG	A	L
270010	Deferred FIT Liability	A	L
270011	Pay as you grow LT Obligation	A	L
270012	SFAS 112 Liability	A	L
270013	Customer Deposits	A	L
270014	BOD Retirement Liability	A	L
270016	Non-Curr Tax Benefits Pay	A	L
270020	LT-Property Tax Payable	A	L
270030	LT-Gross Receipts Tax	A	L
270050	LT-Sales Tax	A	L
270053	Deferred Income ICG IRU LT	A	L
270054	Deferred Income Primus IRU LT	A	L
270055	Deferred Income Long Term	A	L
270058	Deferred Income Globix LT	A	L
270059	Deferred Income ELI IRU LT	A	L
270060	Deferred Credit - Other	A	L
270061	Deferred Income Star IRU LT	A	L
270065	GAAP Rent-BRI	A	L
270066	GAAP Rent Adjustment-BRI	A	L
270070	State	A	L
270090	Federal Excise	A	L
270100	Marketing	A	L
270105	Merger Accrual-USWest Misc	A	L
270200	USLD-Deferred Compensation	A	L
270201	USLD-Deferred Xeta Liabilit	A	L
270202	Deferred Compensation	A	L
270203	Accrd Stock Awards	A	L
270204	Deferred Comp Clearing	A	L
270205	Accrued Disable - Retiree	A	L
270210	L/T Note Pay-Qwest	A	L
270280	QWEST Merger LT - Corp	A	L
270281	QWEST Merger LT - Payroll	A	L
270283	QWEST Merger LT - FAssets	A	L

CONFIDENTI

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
270300	EUNet Minority Interest	A	L
270322	L/T Deferred Revenue - AboveNe	A	L
270323	Deferred Income Singtel IRU LT	A	L
270324	Cable & Wireless IRU LT	A	L
270325	Deferred Income KPN Qwest IRU	A	L
270326	Deferred Income CAIS IRU LT	A	L
270327	Deferred Income Verio IRU LT	A	L
270328	L/T Deferred Rev-network plus	A	A
270330	Deferred Income Winstar IRU LT	A	L
270331	Deferred Income Onix IRU LT	A	L
270332	L/T Def Rev-Pac West	A	A
275000	Legal Reserve	A	L
276000	Bond Liability	A	L
280010	Deferred Tax Asset	A	L
280040	EUNet Deferred Tax Liability	A	L
280050	Minority Int. Cyber.Solutions	A	L
281040	State-noncurrent deferred liab	A	L
300000	Common stock	A	O
300005	Common Stock-1997 Issuance	A	O
300015	Common Treasury stock	A	O
300025	Retirements-T-Stock	A	O
300035	LESOP Deferred Comp	A	O
300050	EUNet Ordinary Shares	A	O
303205	Accrued Growth Share	A	L
310000	Paid in capital	A	O
310005	Paid in capital - common	A	O
310006	Paid in capital-Stock Options	A	O
310007	Paid in Capital - Warrants	A	O
310027	Contribution from Parent	A	O
310100	EUNet Additional Pain in Capit	A	O
310105	Foreign Currency Translation	A	O
310110	Unrealized Holding Gain(Loss)	A	O
310115	Unrealized Gain(Loss) Def Tax	A	O
310120	Resricted Stock	A	O
310121	Unamortized Restricted Stock-S	A	O
310122	PIC-Common-Prior Yr	A	O
310123	PIC-Treasury Stock-Prior Yr	A	O
310124	PIC-Stk Hedge Prem-Prior yr	A	O
310125	Unam Rest Stk-Prior Yr	A	O
310126	PIC-Def'd Tax Options	A	O
310127	PIC-Stock Options-Prior Yr	A	O
310128	PIC-Def Tax-Opt Prior	A	O
310129	Restricted Stock-Prior Yr	A	O
310200	Fas 115 Mtm Bw	A	O
310205	Fas 115 Def'D Tax Bw	A	O
310210	Fas 115 Mtm Gs	A	O
310215	Fas 115 Def'D Tax Gs	A	O
310220	Fas 115 Mtm Usi	A	O
310225	Fas 115 Def'D Tax Usi	A	O
310230	Fas 115 Mark To Mkt Np	A	O
310235	Fas 115 Def'D Taxes Np	A	O
310240	Fas 115 - Mtm Vcampus	A	O
310245	Fas 115 Def'D Taxes Vcamp	A	O
310250	Fas115 Mtm Accel Netwks	A	O

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
310255	Fas115 Def Tax Accel Ntwk	A	B
310260	FAS 115 Mark to Market-PY	A	B
310265	FAS 115 Def'd Taxes-PY	A	B
320000	Preferred stock-purchase	A	B
323001	Peferred Stock Series A	A	B
324000	Preferred Stock	A	B
324100	EUNet Preference Shares	A	B
325000	LCI Preferred Stock	A	B
330000	Advances to Parent	A	B
330100	EUNet Legal & Special Reserves	A	B
330105	EUNet CTA	A	B
340000	Retained earnings	A	B
340005	Other Equity	A	B
340010	Beginning balance	A	B
340020	Purchase	A	B
340030	Dividends - common	A	B
340040	Dividends - preferred	A	B
340050	Accrued dividends	A	B
340060	LCI Retained Earnings	A	B
340070	EUNet Retained Earnings - Clos	A	B
340080	Equity in Earnings of Sub	A	B
340201	Foreign Currency Trans	A	B
340202	Net Income-Subs	A	B
340203	Other Ret Earnings Adjustments	A	B
340302	Tax	A	B
340303	Dividend Declared Media One	A	B
350000	Unrealized Gain/Loss-For Exch	A	B
400000	Other Billed Revenue	A	R
400001	Contra-Revenue Comm Segment	A	R
400002	LeaseCo Rental Income	A	R
400010	RIS Misc Revenue	A	R
400015	Qwest Media Revenue	A	R
400020	Metered Revenue	A	R
400030	NonMetered Revenue	A	R
400040	Minumum Surcharge	A	R
400045	Billed Revenue-Gross Receipts	A	R
400050	Recurring Charges	A	R
400060	NonRecurring Charges	A	R
400070	Issued Credits	A	R
400080	Promo/Discounts	A	R
400090	Promo Amortization	A	R
400100	Billed Accrued Credits	A	R
400110	OS-Retail Direct	A	R
400120	OS-Distributors	A	R
400130	OS Other	A	R
400200	Revenue - Pub Local IXC	A	R
400210	Revenue - Customer	A	R
400220	Est Disc / Claims - Local IXC	A	R
400230	Revenue - National - Customer	A	R
400235	Commissions New Products	A	R
400240	Nat - Pub Coop	A	R
400250	Est Adj / Claims National	A	R
400259	Inactive Nat'l Pub Earned/Unb	A	R
400260	Revenue - Directory Source - C	A	R

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Qwest Communications Corporation

Chart of Accounts

2001-03-05

ACCOUNT	DESCRIPTION	STATUS	USE
400270	Rev - Recycle - Directory	A	
400300	Revenue - Internet Products	A	
400310	Internet Revenue - Claims Adju	A	
400320	Revenue Pointer	A	
400330	Revenue - Denver Taste - Inter	A	
400340	Revenue - Audio Services	A	
400350	Revenue - DPG	A	
400360	Revenue Claims Adjustments	A	
400370	Revenue - Intellectual Prop De	A	
400380	Revenue - Barter	A	
400700	Digital Distribution	A	
400705	TVProduction	A	
400710	DigitalAssetManagement	A	
401000	Billed Residential	A	
401100	Rebates Issued	A	
410000	Other Unbilled Revenue	A	
410010	Accruals	A	
410020	Unbilled Metered Revenue	A	
410030	NonMetered Revenue	A	
410070	Issued Credits	A	
410080	Promo/Discounts	A	
410090	Promo Amortization	A	
410100	Accrued Credits	A	
410110	OS-Retail Direct	A	
410120	OS-Wholesale	A	
411000	Unbilled Residential	A	
420000	Local Service Revenue	A	
420020	Local Service Metered	A	
430000	Intercompany Revenue	A	
430010	Revenue National Intercompany	A	
430020	Revenue - Phone SPCS Pages	A	
430030	Revenue - Advertising Dex Intr	A	
440000	Construction Revenue	A	
450000	EUNet Revenue	A	
460000	Equipment	A	
460005	O&M	A	
460010	Engineering, Labor and PM	A	
460015	Leased Services	A	
460020	ATM, Frame Relay	A	
460025	Revenues Fiber	A	
460030	Construction Services	A	
460035	Other Program Services - It	A	
460040	Other Telco Services	A	
460045	Other Program Services - N	A	
470000	ICON Revenue	A	
470050	Sales Discounts & Allowances	A	
499700	Gross Receipts Tax Expense	A	
499710	Business-Gross Rec Tax Exp	A	
499720	Residential-Gross Rec Tax Exp	A	
499800	Gross Receipts Tax Revenue	A	
499810	Business-Gross RecTax Rev	A	
499820	Residential-Gross Rec Tax Rev	A	
501000	COS - Labor Expense Recless	A	
501010	Salaries - Management	A	

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
501112	Salaries - Management OT	A	E
501115	Bonus - Management	A	E
501120	Employee Spot Awards	A	E
501130	Awards & Gifts - Taxable	A	E
501211	Wages - Occupational	A	E
501212	Wages - OT Basic	A	E
501213	Wages - Overtime Premium	A	E
501220	Wages - Team Awards Occupation	A	E
501221	Wages - Differential	A	E
501300	Commissions - Internet Sales	A	E
501310	Commissions - Website Fulfillm	A	E
501320	Commissions - Real Growth	A	E
501330	Wages - Commissions	A	E
502100	Payroll Tax	A	E
502111	Payroll Tax - FICA	A	E
502275	Payroll Tax - FUI	A	E
502999	Payroll Tax Miscellaneous	A	E
504011	Benefits - Worker's Comp	A	E
504111	Benefits - Savings - Mgmt	A	E
504121	Benefits - Savings - Occupatio	A	E
504141	Benefits - Medical	A	E
504171	Benefits - Med Retiree OPEB	A	E
504351	Benefits - Tuition Aid	A	E
504888	Benefits - Allocated	A	E
504999	Benefits - Miscellaneous	A	E
507111	Training & Education	A	E
507511	Training & Education Bus/Conf	A	E
508100	Awards & Gifts AM Express	A	E
508111	Awards & Gifts	A	E
509100	Contract Labor	A	E
511000	DEOT/DTAT & Trunk Ports	A	E
511100	Orig Feature Group	A	E
511130	Awards/Gifts-taxable	A	E
511490	800 Database	A	E
511500	Term Feature Group	A	E
512100	Originating Off-Net	A	E
512200	Terminating Off-Net	A	E
512350	Switchless 1+	A	E
512850	Term IDDD	A	E
513100	Directory Assistance	A	E
513300	Link USA Var	A	E
514001	Leased Network DS0/DS1	A	E
514015	Leased Network DS3/OC-n	A	E
514305	Local Loop	A	E
514505	Entrance Facility	A	E
514715	Dark Fiber	A	E
514720	Ss7 Mrc	A	E
514725	Ss7 Msg	A	E
514735	Frame Relay	A	E
514740	State Funds (TECA, ALSF)	A	E
514750	Web Hosting	A	E
514760	Interconnection Charges	A	E
514770	Peering Expense	A	E
515000	Qwest Merger Current Fac Cost	A	E

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	EXPS
515001	Local Number Portability	A	E
515005	Usfla	A	E
515015	SMS800 Database	A	E
515020	Prepaid Calling Card	A	E
515025	Taxes/Surcharges	A	E
515030	Internal Telephone	A	E
515035	PIC Charges	A	E
515040	Domain Registration	A	E
515060	COCOT	A	E
515065	WorldCard Promo	A	E
515070	TRS Accrual	A	E
515075	LPC/Penalties	A	E
515085	Audio Telephone	A	E
515090	Dynamic Fax	A	E
515300	Other Adjustments	A	E
515500	FC Contingency	A	E
515550	Rent & Riser	A	E
515560	Co- Location Fees	A	E
515600	ICON Merger	A	E
516000	PICC Charges	A	E
516110	USLD-Payphone Commissions	A	E
516111	Payphone Commissions (ACH)	A	E
516112	Payphone Commission - Weekly	A	E
516113	Payphone Commiss - Sales Peopl	A	E
516114	Payphone Commiss - Chargebacks	A	E
516115	Payphone Commiss - Adj	A	E
516116	Payphone Commiss - Lease Pay	A	E
516117	Payphone Commission - PIF Back	A	E
516120	Hospitality Commissions	A	E
516121	Hospitality Commissions (ACH)	A	E
516122	Hospitality Commiss - Weekly	A	E
516123	Hospitality Commiss - Sales Pe	A	E
516124	Hospitality Commiss - Charge	A	E
516125	Hospitality Commissions - Adj	A	E
516126	Hospitality Commissions Lease	A	E
516127	Hospitality PIF Backout	A	E
516129	Payphone Touch America Comm.	A	E
516130	USLD-One Plus Commissions	A	E
516131	Payphone Touch America	A	E
516132	Hospitality Touch America Comm	A	E
516133	Hosp.Touch Amer sales Comm.	A	E
516134	Hosp. Touch America Chargeback	A	E
516135	Hospitality Touch America Adj	A	E
516136	Hosp. Touch Amer. Lease Pay.	A	E
516137	Payphone Touch America Adj	A	E
516138	Payphone Touch Am. Chargebacks	A	E
516139	Payphone Touch America SC	A	E
516140	OSP Commisions	A	E
516141	OSP Comm - ACH	A	E
516142	OSP Comm - Weekly	A	E
516143	OSP Comm - Sales	A	E
516144	OSP Comm - Chargebacks	A	E
516145	OSP Comm - Adjustments	A	E
516146	OSP Comm - Lease Pmts	A	E

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Proprietary and Confidential

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
517300	NCR-Routers/Cards	A	E
517999	Temp Cost Dump	A	E
518000	Local Cost	A	E
518010	Internet Cost	A	E
518011	Paging Resale Cost	A	E
531100	Salaries and Wages	A	E
531101	Fica	A	E
531102	Health and Life Insurance	A	E
531103	Overtime	A	E
531104	Bonus	A	E
531105	401K Match	A	E
531106	Futa	A	E
531107	Disability Insurance	A	E
531108	Sui	A	E
531200	Free Lance Labor	A	E
531201	Free Lance Labor OT	A	E
535500	Tape Stock	A	E
535550	Courier/Freight	A	E
535600	Equipment Rental	A	E
535650	Maintenance Parts for Resale	A	E
535700	Billable Equipment and Personn	A	E
535800	Client Telephone	A	E
535801	Client Services	A	E
535802	Printing	A	E
538100	Billable Travel Transportation	A	E
538101	Billable Travel Lodging	A	E
538102	Billable Travel Meals	A	E
538110	Vehicle Fuel	A	E
538111	Parking Permits, Violations &	A	E
538200	Truck Lease Payments	A	E
539000	Uplink Charges	A	E
539001	Transponder	A	E
539002	Autotote Contract	A	E
539003	Fiber Circuits	A	E
539999	Miscellaneous	A	E
547200	Cost of Equipment Sold	A	E
547400	Cost of Sales - Construction	A	E
547404	COS - Depreciation Expense	A	E
547405	Idle Equipment Cost	A	E
547406	COS - Repairs and Maintenance	A	E
547408	COS Taxes & Licenses	A	E
547409	COS - Equipment Billing	A	E
547500	CGS Touch America-Contra	A	E
551020	Operations (Qwest)	A	E
551030	Antennas	A	E
551040	TWRS-Analysis	A	E
551050	D C Power System	A	E
551060	Site Improv Security Gates	A	E
551070	Radios	A	E
551100	Test Equipment/Tools	A	E
551120	Building&Shelter -Housekeeping	A	E
551130	Installation	A	E
551150	Site Maintenance	A	E
551160	FCC Costs	A	E

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Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
551170	Prior Cost/Frequency	A	E
551180	Emer Power Sys-Fixed Generator	A	E
551190	Terminal Equip-VF Term Equip	A	E
551200	Flt Alm/Contr Eqpt-Supervisory	A	E
551210	Management Fee Expense	A	E
551310	Right of Way - Expense	A	E
560100	EUNet Basic Internet Services	A	E
560150	EUNet Backbone/Infrastructure	A	E
560200	EUNet Web Services & Consult	A	E
560300	EUNet Hardware & Software	A	E
560800	EUNet Other Costs of Sales	A	E
560900	EUNet Interco Cost of Sales	A	E
575110	Proprietary Hardware	A	E
575115	Sun Sales Allowance	A	E
575120	Proprietary Software	A	E
575210	Non-Proprietary Hardware	A	E
575211	Sun RDF	A	E
575220	Non-Proprietary Software	A	E
575230	Freight In	A	E
575245	Adjustments	A	E
575246	Cost Variance	A	E
575247	PI Variance	A	E
575420	Sub-Contract & Maintenance	A	E
575510	Network Access	A	E
575511	Bell Atlantic Network Access	A	E
575512	Backhaul Charges	A	E
575515	Local Loop Charges	A	E
575520	Equipment Lease Charges	A	E
575540	Usage Charges	A	E
575541	Dotcom Registration	A	E
575550	Salaries - Frontier	A	E
575551	Bonus - Frontier	A	E
575552	Group Insurance - Frontier	A	E
575553	FICA/FUTA Payroll Data Frontier	A	E
575554	Travel Expense - Frontier	A	E
575555	Meals & Entertainment Frontier	A	E
575556	Office Rent Exp - Frontier	A	E
575557	Office Supplies - Frontier	A	E
575558	Software - Frontier	A	E
575559	Office Hardware - Frontier	A	E
575561	Utilities Expense	A	E
575562	Telephone System Exp Frontier	A	E
575563	Temporary Services - Frontier	A	E
575564	Subscriptions - Frontier	A	E
575565	External Services - Frontier	A	E
575567	Repairs & Maintenance Frontier	A	E
575568	Reallied Hardware - Frontier	A	E
575569	Reallied Travel - Frontier	A	E
575570	Reallied Shipping - Frontier	A	E
575571	Reallied Other - Frontier	A	E
575572	Reallied Equipment - Frontier	A	E
575573	Postage & Freight - Frontier	A	E
575574	Dues & Publications - Frontier	A	E

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	EXPE
580411	Rent-Temp Office Space	A	E
580511	Rent Furn. Fixtures - Office E	A	E
580550	Rent - Office Equipment	A	E
580551	Equipment Rental	A	E
580700	USCC - Connectivity	A	E
580701	USCC - Rent	A	E
581105	R&M Buildings	A	E
581108	COS-R&M Fac & Equip Copyov	A	E
581110	R&M-Machinery & Equipment	A	E
581112	Computer Licenses & Maintenanc	A	E
581120	R&M-Furniture & Fixtures	A	E
581130	R&M - Office Equipment	A	E
581140	R&M-Hardware	A	E
581141	Inactive-R&M Software	A	E
581150	R&M-Communications Equip	A	E
581160	Truck Repairs Maintenance & Su	A	E
581161	Truck Maintenance Agreements	A	E
581200	Internet Site Hosting	A	E
581210	Internet Site Technical Mainte	A	E
581300	Moving & Freight	A	E
582111	Advertising - Barter	A	E
582121	Advertising - Sales Aids	A	E
582131	Advertising - Direct Mail	A	E
582711	Advertising - Promotional Mate	A	E
584031	Professional Fees - Consulting	A	E
584041	Professional Fees - Research	A	E
584051	Professional Fees - Advise	A	E
584055	External Selling Expense	A	E
584060	Janitorial	A	E
584201	Video and Audio	A	E
584221	Ad Servicing	A	E
584301	Program Acquisition	A	E
584400	Agency Fees / Discounts	A	E
585000	Info Services	A	E
585100	EDP - Initial Del System	A	E
585800	DMS Systems	A	E
585850	DMS Systems Enhanced	A	E
586875	IC Charge - Miscellaneous	A	E
587100	Tracking Lines - Customer	A	E
587114	COS - IYP Sales Other	A	E
587116	COS-IYP Employee Costs	A	E
587117	IYP SVC - Finance	A	E
587121	IYP SVC - Marketing	A	E
587122	IYP-Sales Commissions	A	E
587123	IYP-Sales Services	A	E
587143	Systems Charge Recons	A	E
587400	Eusi	A	E
587401	Inactive-Independent Co	A	E
588100	Cell Phone Allow - Contract Se	A	E
588111	T&E-Auto Allowance	A	E
588112	T&E-Allowance - Fixed Auto	A	E
588115	T&E-Mileage between town	A	E
588118	T&E-Mileage in town	A	E
588121	T&E-Rented Motor Vehicle	A	E

Proprietary and Confidential

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
588122	Inactive-T&E Public Trans-Loca	A	E
588132	T&E-Transportation	A	E
588211	T&E-Meals - Per Diem	A	E
588212	T&E-Meals - Entertainment	A	E
588213	T&E-Meals on Site / Group R	A	E
588311	T&E-Lodging	A	E
588312	Inactive-T&E Entertainment	A	E
588511	Sales Manager Conference	A	E
588515	Meals - Sales MGR Conf	A	E
588999	T&E-Miscellaneous	A	E
590100	External Commissions	A	E
590200	Natl Pub - Commissions Cost	A	E
590210	Natl Pub - Commissions Chrg	A	E
590300	Selling Miscellaneous	A	E
591100	Cell / CallCards / Cases / Phon	A	E
591200	Pagers	A	E
591300	Audio & Video Conf	A	E
592100	Membership Dues	A	E
592200	Subscriptions	A	E
592300	Licenses & Fees	A	E
593000	Procurement Expense	A	E
593110	Office Supplies	A	E
593111	Inactive Office Supp Forms	A	E
593120	Exp Items-Capital Project	A	E
593121	Supplies-Photo Lab	A	E
593131	Purchases-Directory Source	A	E
593141	COS Office Moves	A	E
593151	Printing	A	E
593511	Equipment Not Capitalized	A	E
593611	Office Software Not Capitalize	A	E
593711	Software	A	E
593900	Office Supplies - Misc	A	E
593905	Supplies & Tools	A	E
593950	Postage Express Mail	A	E
594100	Sales Use Tax - Maint / Deliv	A	E
595100	Printing - Miscellaneous	A	E
595110	Printing - Actuals	A	E
595120	Printing - Accruals / Yellow P	A	E
595130	Design - Print	A	E
595140	Printing - Info Guide	A	E
595150	Printing - Tab Cutting	A	E
595200	Paper - Miscellaneous	A	E
595210	Paper - Actuals	A	E
595220	Paper - Accruals	A	E
595300	Distribution - Bulkers	A	E
595310	Distribution - Initial	A	E
595320	Distribution - Secondary	A	E
595321	Distribution-DPG	A	E
595400	Freight - Purchase Non USPO	A	E
595410	Transportation Secondary	A	E
595420	Transportation Adv Copies	A	E
595430	Transportation Border Freight	A	E
595440	Transportation Initial	A	E
595500	MFG - Vendor Graphics YP	A	E

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	COST
595505	MPG - Listing Purchases	A	
595510	MPG - Stock Photo Services	A	
595515	Artwork / Photography Internet	A	
595520	Internet Inventory Purch	A	
595525	Prod Content Acquisition	A	
595530	EXT-DEV Remote Hosting	A	
595535	Internet Content	A	
595540	Internet Site Development	A	
595545	Design - Internet	A	
595550	Create / Maint Spec Arc	A	
595555	Art Creation Internet	A	
596100	COS - Deferred Emp Related Exp	A	
596200	COS - Deferred Other Operg Ex	A	
596201	COS-Deferred	A	
597100	Recorded - Emp Salary & Ben	A	
597110	Recognized - Commissions	A	
597120	Recogni - Operg Print Paper	A	
597121	Inact Recogni-Local Sales	A	
597122	Inact Recogni-Local Opers	A	
597123	Inact Recogni-Local Process	A	
597124	Inact Recogni-Local Mtg Prin	A	
597125	Inact Recogni-Local Mtg Insp	A	
597126	Inact Recogni-Local Mtg Deliv	A	
597127	Inact Recogni-Local Systems	A	
597128	Inact Recogni-Local Other	A	
597129	Inact Recogni-Natl Sales	A	
597130	Recogni - Operg Distrib	A	
597131	Inact Recogni-Natl Process	A	
597132	Inact Recogni-Natl Print	A	
597133	Inact Recogni-Natl Insp	A	
597134	Inact Recogni-Natl Delivery	A	
597135	Inact Recogni-Natl Systems	A	
597136	Inact Recogni-Natl Other	A	
597137	Inact Recogni-Natl Graphs	A	
597140	Recogni - Operg Sys EDP	A	
597150	Recogni - Operg CMP Comm	A	
597160	Recogni - Operg Misc	A	
597170	INV Use Dir Source - Nat	A	
597180	INV Use Dir Source - USWC	A	
597190	Obsolescence Dir Source Inv	A	
597195	Operating Cost - Dir Source	A	
599915	Write	A	
599918	Taxpayer Costs	A	
599960	Installation Cost	A	
599970	Contract Labor	A	
599990	Miscellaneous	A	
600900	Wages billed to others	A	
601000	Regular Pay Full-timers	A	
601005	Wages-Occupational	A	
601006	Wages-Differential	A	
601007	Wages-Other	A	
601008	Mgmt Separation Plan	A	
601010	Accr payroll Full-timers	A	
601020	Accrued vacation Full-timers	A	

CONFIDENTIAL

Qwest Communications Corporation

Chart of Accounts

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ACCOUNT	DESCRIPTION	STATUS	TYPE
601025	Disability pay	A	E
601030	Accr overtime Full-timers	A	E
601040	Special Info Full-timers	A	E
601050	Contra KPNQwest Payroll	A	E
601051	Contra P/R - Project Iceland	A	E
601052	Contra P/R - US West	A	E
601055	Contra Ovhd - Project Iceland	A	E
601056	Contra Overhead - KPNQwest	A	E
601070	Employee Spot Award	A	E
601075	Awards/Gifts-Taxable	A	E
601997	Headcount - HR	A	
601999	HEADCOUNT - Payroll	A	
602000	LCI Temporary Labor	A	E
603000	Overtime	A	E
603010	Other Accrued O.T.	A	E
603500	Pensions-Mgmt	A	E
603550	Pensions-Mgmt-Non-Qual	A	E
604000	Bonuses	A	E
605000	Payroll taxes	A	E
605010	Fica	A	E
605020	Futa	A	E
605030	Suta	A	E
605040	Accrued FICA taxes	A	E
606000	Benefits	A	E
606005	Benefits-Life Insurance	A	E
606006	Officer Owned Life Insurance	A	E
606010	Medical Insurance	A	E
606011	TBO Ongoing Expense	A	E
606040	Workmen's Compensation	A	E
606050	Tuition Reimbursement	A	E
606060	401k Company Match	A	E
606061	Benefits-Savings-Occupational	A	E
606070	SERP-Match	A	E
606072	ESO - Employee Stock Option	A	E
606074	ESN - Emp Stock Sale Non-Qual	A	E
606075	Restricted Stock	A	E
606080	Executive Perks	A	E
606095	Senior Exec LT Incentive	A	E
607000	Other Compensation	A	E
607005	Hiring Bonus	A	E
607015	Sick Pay	A	E
607025	Disability Insurance	A	E
607030	Other comp - non-production	A	E
607040	Board Member Exp	A	E
610000	Outside Temp Labor	A	E
620000	Performance Awards	A	E
620010	HERO Award	A	E
620020	Excellence Awards	A	E
620030	Awards/Gifts-Amer Express	A	E
620040	Awards/Gifts-Taxable	A	E
621105	Qwest Loan Interest Expense	A	E
630000	Sales Commissions	A	E
630010	Elite Annual Event	A	E
630015	Allocated SM Commissions	A	E

Proprietary and Confidential

Qwest Communications Corporation

Chart of Accounts

2001-03-06

ACCOUNT	DESCRIPTION	STATUS	TYPE
630020	Sales Bonus	A	E
630025	Microsoft Revenue Sharing	A	E
630030	Elite Contest	A	E
630040	Telemarketing	A	E
630050	Distributor	A	E
630060	Association	A	E
630070	Operator Services	A	E
630080	Accrual Adj.	A	E
630090	Residential Affinity	A	E
630091	Residential ACN	A	E
630092	Residential Partner Marketing	A	E
630100	Campus Talk	A	E
630110	Residential LOAs	A	E
630120	Customer Retention	A	E
630130	Sls Commis-Earned ACS	A	E
630175	Prepaid Commissions	A	E
630180	ATS Commissions	A	E
630200	Elite Network	A	E
630205	Net Book Value	A	E
631000	Commission Allocation	A	E
632000	Small Business Affinity Comm	A	A
640000	Building - Rent	A	E
640001	Building-Rent	A	E
641000	Building/Network Rent	A	E
641010	Cyber Center	A	E
641020	General Network	A	E
641500	Office Moves	A	E
642000	Rental-storage facilities	A	E
642010	Offsite Storage (Disaster Rec)	A	E
643000	HVAC maint-air conditioner	A	E
644000	Halon maintenance	A	E
645000	General Repair/Maintenance	A	E
645001	Gen Repair/Maintenance Net Ops	A	E
645002	R&M-Transportation Equip	A	E
645003	Repairs and Maintenance	A	E
645010	Office Repair/Maintenance	A	E
645011	R&M-Office Equipment	A	E
645020	Building Security	A	E
645025	G&A R&M Fac & Equip Copyov	A	E
645030	Generator Maintenance	A	E
646000	Utilities-Electric/gas	A	E
646001	Utilities-Electric Gas Net Ops	A	E
647000	Utilities-Water	A	E
648010	Janitorial	A	E
648040	Other Contract Services	A	E
648050	Garage - Ballston	A	E
650000	Rental-Copiers	A	E
651000	Rental-Computers/PCs	A	E
651050	Hardware Leasing	A	E
652000	Rental--Office Furniture	A	E
653000	Rental-Other O/E	A	E
653500	Rent-Transportation Equip	A	E
654000	Repairs/Maintenance-Computer	A	E
657000	Service Agreements-Comp Sys	A	E

COPYRIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
657010	Hardware	A	E
657011	Inactive R&M Prod Mach	A	E
657020	Software	A	E
658000	License and Fees-Comp Sys	A	E
660000	Office Supplies	A	E
660100	Kitchen Supplies	A	E
660110	Procurement Expense	A	E
660120	Exp Items-Capital Project	A	E
660130	Purchases-Directory Source	A	E
660200	Computer Supplies	A	E
660300	Office-Software Not Capitalize	A	E
660310	Software Not Capitalized	A	E
665000	Small Tools and Equipment	A	E
670000	Printing	A	E
671000	Micrographic Services	A	E
680000	Postage	A	E
681000	Courier Services	A	E
681010	Freight	A	E
681020	Magnetic Tape Processing Fees	A	E
681030	Other Office Expense	A	E
681040	Corporate Card Purchases	A	E
681500	Account Maintenance	A	E
700000	Airfare	A	E
700010	Hotels-Lodging	A	E
700020	Meals While on Travel	A	E
700100	Miscellaneous Travel Expense	A	E
700110	Parking Tolls	A	E
700120	Business Telephone	A	E
700130	Taxi/Subways	A	E
700140	Veh Rental - Employee	A	E
700150	Mileage Reimbursement	A	E
700160	Qwest Travel&Entertainment	A	E
700170	Qwest Corporate Aircraft Use	A	E
701000	Entertainment	A	E
702000	Internal Functions Misc	A	E
702010	Internal Functions without Mea	A	E
702020	internal Functions with Meals	A	E
702100	External Functions Misc	A	E
702110	External Functions without Mea	A	E
702120	External Functions with Meals	A	E
702130	Exec Perks Perquisites	A	E
703000	Vehicle rental-company	A	E
703100	Other Vehicle Expense	A	E
703110	Other Vehicle Expense-Fuel	A	E
703120	Other Vehicle Expense-Insuranc	A	E
703130	Other Vehicle Expense-Repairs	A	E
703140	Other Vehicle Expense-Parking	A	E
710010	IC Chrg-Inc.	A	E
710020	IC Chrg-Legal	A	E
710030	IC Chrg-HQ Allocations	A	E
710040	IC Chrg-Foundation	A	E
710045	IC Chrg-Cash Mgmt	A	E
710080	IC Chrg-Business Resource	A	E
710081	Inact-IC Chrg-Bus Res Service	A	E

CONFIDENT

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
710086	IC Chrg-Lgts Pass Through	A	
710088	IC Chrg-Pass Through Expense	A	
710089	IC Chrg-Savings Plan Pass Thru	A	
710099	IC Chrg-Miscellaneous	A	
710100	IC Chrg-Risk Mgmt	A	
710110	IC Chrg-Communications	A	
710120	IC Chrg-Human Resources	A	
710130	IC Chrg-OLA	A	
710140	IC Chrg-ODA-MTN	A	
710150	IC Chrg-ODA-NW	A	
710160	IC Chrg-ODA-PN	A	
710170	IC Chrg-Billing/Collections	A	
710180	IC Chrg-EDP Model 204	A	
720000	Other	A	
720010	Unclaimed Property Expense	A	
720020	Claims and Losses Exp	A	
720030	Reserve Utilized/Funded	A	
720040	Merger Costs	A	
720050	Investor Relations	A	
720060	Corporate Governance	A	
720070	Transcript/Witness Fee	A	
720080	Shareholder Meeting	A	
721000	Credit Card Fees	A	
722000	Lockbox Fees	A	
723000	Collection Agency fees	A	
724000	Credit Bureau Fees	A	
730000	Fulfillment	A	
730100	Merchandising	A	
740000	Consulting Fees	A	
740005	Y2K Fees	A	
740010	US West Integration Costs	A	
740015	Bid & Proposal	A	
740016	Bid & Proposal-Business Seg	A	
740020	Comc'l Customer Svc Outsourced	A	
740025	Consmr Customer Svc Outsourced	A	
740030	Info Services	A	
741000	Outside Professional	A	
741010	Lobbying	A	
741020	Lawyers Services	A	
741025	Prof Fees-Medical	A	
741030	Legal Notices	A	
741035	Prof Fees-Advice	A	
741040	Registration Fees	A	
741042	Directors Fees	A	
741044	Directors Expenses	A	
741045	Prof Fees-Recycling	A	
741050	SEC Filing Fees	A	
741055	Prof Fees-Miscellaneous	A	
741060	Stock Fees	A	
741070	FCC Fees	A	
741100	Research Services	A	
741105	Contra Outside Professional	A	
741150	Public Relations	A	
741160	Website Expenses	A	

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
741170	Accounting Fees	A	
741200	ICONSub-contract & Maintenance	A	
741210	Critical Path	A	
741220	Gateway - FVC (MCR)	A	
741230	Microsoft Software - Recurring	A	
741240	Multi-Control Point	A	
741250	Video Portal Fee (USAGE)	A	
741260	Virus Software - Recurring	A	
750000	Legal	A	
750100	Regulatory	A	
750300	Lobbying	A	
760000	Misc Billing Services	A	
760009	Moore Invoice Postage	A	
760010	Moore Invoice Cost	A	
760011	IX Plus Billing Costs	A	
760015	USLD - Billing Services	A	
760017	E-Bill Rendering	A	
760025	SuperNet - Billing Services	A	
760030	LEC Billing Charges	A	
760035	Operator Services Billing Svcs	A	
760040	Zpdi	A	
760050	CampusTalk Billing Services	A	
760060	Off-Site Storage	A	
760070	Bargain Call	A	
760080	CampusTalk Postage	A	
760090	Local/Printing	A	
760100	Invoice Archival	A	
760110	Ameritech	A	
760115	Alltell	A	
760120	Bell Atlantic	A	
760125	Cincinatti Bell	A	
760130	Pacific Bell	A	
760140	Bell South	A	
760150	Swbt	A	
760160	Gte	A	
760170	US West	A	
760180	Nynex	A	
760185	Sprint	A	
760190	Returned Invoice Cost	A	
760200	Billing Services Shipping Cost	A	
760209	Electronic Data Interchange	A	
760211	Electronic Media Costs	A	
760213	Electronic Media Postage	A	
770000	Misc Dues/Subscriptions	A	
770010	Dues	A	
770020	Subscriptions	A	
780000	Employee Costs - Relo	A	
780010	Employer Costs - Relo	A	
780020	Relo Net Taxable Expenses	A	
780030	Relo Tax Gross Ups	A	
780040	Relo Non-Taxable Expenses	A	
781000	Recruiting and Advertising	A	
781010	Employment Advertising Fees	A	
781020	Employment Assessments	A	

CONFIDENT

Proprietary and Confidential

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
781030	Background Checks/Drug Test	A	E
781040	Job Fairs	A	E
782000	Qwest Recruiting&Relo-New Hire	A	E
782010	Qwest Recruiting&Relo-Internal	A	E
782050	Qwest Search & Placement	A	E
790000	Seminars, conventions, etc.	A	E
791000	Other Internal training	A	E
791015	Qualtiy Training	A	E
791020	Stage 2 Sales Training	A	E
791030	Sales Promotion	A	E
792000	Training materials	A	E
800000	Adv-TV, Radio, Print	A	E
800001	Advertising-Outdoor	A	E
800002	Advertising-Print	A	E
800003	Advertising-Production	A	E
800004	Advertising-Radio	A	E
800005	Advertising-TV	A	E
800006	Advertising-Internet	A	E
800007	Advertising-Agency Com	A	E
800008	Advertising-Intracompany	A	E
800009	Advertising-Other	A	E
800010	Creative Ad Design	A	E
800011	Creative Ad - Ethnic	A	E
800020	Direct Mailings	A	E
800021	Direct Mail - Retention	A	E
800030	Event Sponsorship	A	E
800035	Retail Affinities	A	E
800040	Events	A	E
800050	Promotions/Trinkets	A	E
800051	Promotional Materials	A	E
800070	Sponsorship Operating Expenses	A	E
800080	Printing	A	E
800081	Retention	A	E
800082	Partnerships	A	E
800083	Retention-Membership Kits	A	E
800085	Retention-Newsletters/Inserts	A	E
800090	Barter	A	E
800100	Telemarketing	A	E
800110	Market Research	A	E
800111	Market Research - Retention	A	E
800200	Database Marketing	A	E
800210	Database Marketing - Retention	A	E
800300	ICON Misc. Marketing	A	E
803400	Public Relations	A	E
803410	Agency Fees	A	E
810000	Contributions/Donations	A	E
810001	Contributions Political	A	E
810002	Contributions Events	A	E
810010	News Bureau Distr & Tracking	A	E
810020	Editorial & Design Services	A	E
810030	Video/Audio/Photo Prod	A	E
810040	Reprints	A	E
820000	Telephone	A	E
820001	Long Distance	A	E

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
820010	Fax	A	E
820030	Audio Conferencing	A	E
820040	Video Conferencing	A	E
820050	PBX Maint(Repair & Return)	A	E
820100	Communication Equipment Rental	A	E
820200	Maintenance-Telephone	A	E
820300	Pagers	A	E
820400	Cellular Phones	A	E
830000	Cable Repairs	A	E
830100	Cable Location	A	E
830200	Cable Inspection	A	E
830300	Cable Relocation	A	E
835000	Right of Way Expense	A	E
840000	Maintenance-Autodialers	A	E
840100	Dialer Removal	A	E
841000	Misc Switch Repairs	A	E
841010	Swithc General Maintenance	A	E
841020	Switch Maintenance Agreements	A	E
841030	Switch Repair & Return	A	E
842020	Cable Tools & Equipment	A	E
843000	General Maint and Supplies	A	E
843010	Oper Maintenance Agreements	A	E
843020	Site Maintenance	A	E
843030	Repairs-Transmission Equipment	A	E
843040	Microwave Transmission	A	E
843070	Oper Rental	A	E
843080	Oper Maintenance	A	E
843090	Oper Tools & Equipment	A	E
844000	Cable Cuts	A	E
844020	Other Expense	A	E
844025	Touch America B&C Credit	A	E
844030	Cable Relocation	A	E
844040	Cable Removal	A	E
844050	Alarm Circuits	A	E
844060	Site Surveys	A	E
845000	LEC Chrg-Maintenance	A	E
850000	Capitalized Internal Labor	A	E
850001	Capitalized Overhead	A	E
850002	Capitalized SG&A	A	E
850005	Contra-Outside Professional	A	E
858000	Allocation to QiMM	A	E
858100	GA-IYP Employee Costs	A	E
858105	Systems Charge Reclass	A	E
858110	IYP-Svc-Ops	A	E
858120	IYP-Svc-Finance	A	E
858130	IYP-Human Resources	A	E
858140	Iyp-Im	A	E
858150	IYP-Marketing	A	E
858160	IYP-Sales Service	A	E
858170	Sop-Dex	A	E
858180	SOP-New Ventures	A	E
858190	Headquarter Costs	A	E
860000	Allowance for Uncollectibles	A	E
860010	Bad Debt-IDC	A	E

CONFIDEN

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
860020	Bad Debt-Recovery	A	E
860030	Bad Debt-In House	A	E
860040	Bad Debt-Trade	A	E
860050	Bad Debt-EUB IDC	A	E
860060	Bad Debt-EUB In House	A	E
860070	Bad Debt-Nat'l Pub	A	E
860080	Bad Debt-Directory Source	A	E
860090	Collection Expense	A	E
870000	Property Taxes	A	E
870100	Other Fees and Taxes	A	E
870200	Compensation-Sales Tax	A	E
870300	PUC Fees	A	E
870400	Franchise taxes	A	E
870500	Tax Credits	A	E
870600	Business Licenses & Other	A	E
871000	Annual Report	A	E
871010	PIC Charges	A	E
871020	LPC Penalties	A	E
880000	Property Insurance	A	E
880010	Liability Insurance	A	E
880020	Vehicle Insurance	A	E
880030	Workmens Comp.	A	E
880040	D&O Insurance	A	E
880050	Qwest Insurance	A	E
890000	Contra Expense for TouchAmeric	A	E
905000	Dep-Outside Plant	A	E
905007	Dep-Building	A	E
905010	Dep-Transmission LL	A	E
905020	Dep-Transmission	A	E
905025	DEP- IRU Buyback	A	E
905030	Dep-Switch	A	E
905040	Dep-Land and Buildings	A	E
905050	Dep-Distribution	A	E
905060	Dep-By Pass	A	E
905070	Dep-Cust Premise Equip	A	E
905100	Deo-Data Comm Backbone	A	E
905110	Dep-Data Comm Cust Access	A	E
905200	Dep-Dark Fiber	A	E
905300	Dep-LEC Installations	A	E
905801	Depreciation Expense - Operati	A	E
906000	Dep-Furniture	A	E
906010	Dep-Equipment	A	E
906011	Dep-BTS & Site Preparation	A	E
906012	Dep-Co Locate BTS Leasehold	A	E
906013	Dep-Base Station Controller Eq	A	E
906020	Dep-DP Hardware	A	E
906021	Dep-Software Development	A	E
906030	Dep-DP Software	A	E
906031	Dep-SOP	A	E
906040	Dep-Capital Leases	A	E
906050	Dep-Corp Telecom Equip	A	E
906051	Dep-Corp Telecom Equip Compute	A	E
906060	Dep-Leasehold Improvemen	A	E
906070	Dep-Autos/Trucks	A	E

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
906075	Dep - Vehicle Capital Leases	A	
906077	Dep-Aircraft	A	
906100	Dep-Warehouse Equipment	A	
907000	Dep-Building Lease	A	
908000	EUNet Depreciation	A	
911000	Dep-prepaid charges	A	
911100	Right of way	A	
911200	Pole Attachments	A	
911300	RR Crossings	A	
912000	Depr -Other Assets	A	
912100	Dep - ROW	A	
912200	Dep-Servicemarks (Legal)	A	
912300	Depr-CMN	A	
912310	Depr HP Refurbishing	A	
913000	Amort - Goodwill	A	
913200	Amort-Excess Cost KPNQ	A	
914000	Amort - Intangible Assets	A	
914100	Amort - Non competes	A	
914150	Amort - Dev Technologies	A	
914155	Amort - Workforce	A	
914200	Amort - Customer list	A	
914300	Dep - RFP	A	
914400	Dep - CAP Integration	A	
914500	USLD-Contract Costs	A	
914510	USLD-Signing Bonuses	A	
914520	Amort-Trademarks	A	
914530	USLD-Acquisition Cost	A	
914550	Amortization - Qwest	A	
914800	EUNet Amortization	A	
915000	Growth Share	A	
920000	Interest Expense-Capitalized L	A	
920100	Duke Building Lease Interest	A	
920200	Nations Banc Leasing Interest	A	
920300	Parkwood Lease Interest	A	
920400	Qwest Capital Lease	A	
920500	Slingshot Interest on N/P	A	
920510	Vicorp Interest on NP	A	
921000	Interest Expense-Long-Term Deb	A	
921100	Nations Revolver Interest	A	
921101	Interest due to CFI	A	
921105	Qwest Loan Interest Exp	A	
921110	Bank of New York	A	
921111	DKB Interest Expense	A	
921120	Pnc	A	
921125	Interest - Swingline	A	
921130	Bond Interest - LCI Bonds	A	
921150	Loan Interest - USBancorp	A	
921151	Loan Interest - ABN AMRO	A	
921152	Loan Interest - B.Nova Scotia	A	
921153	Loan Interest - Heller	A	
921154	Loan Interest - NTFC	A	
921155	Loan Interest - ACI 10 7/8%	A	
921156	Loan Interest - Nortel	A	
921157	Loan Interest-Sr.Disc Nts9.47%	A	

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
921158	Loan Interest-Sr. DiscNts8.29%	A	E
921160	Qwest ROW Interest Expense	A	E
921161	Loan Interest - 7.25%	A	E
921162	Loan Interest - 7.50%	A	E
921163	Debt Accretion	A	E
921200	Imputed Interest	A	E
921300	ACN/Walker Interest	A	E
921400	Overnight Borrowings	A	E
921600	USLD-Notes Interest Exp	A	E
922000	Capitalized I.D.C.	A	E
922001	Int Exp-IC-Capital Funding	A	E
922002	Int Exp-IC-Capital Funding (ol	A	E
922003	Int Exp-IC Cash Mgmt	A	E
922010	Loan Interest - Capitalized In	A	E
922100	Int Exp-Bond Co Def Chg	A	E
922210	Int Exp-Non Deduct Penalties	A	E
922220	Int Exp-Internal	A	E
922230	Int Exp-Minority Int	A	E
922231	Int Exp - Comm Paper	A	E
922232	Int Exp - 1 Yr Bond	A	E
922233	Int Exp - 1.5B Bond	A	E
922234	Int Exp - $4.0B	A	E
922235	Int Exp - 750 Comm Ppr	A	E
922236	Int Exp - Disc Lt Bond	A	E
922237	Int Exp-Def Chg Lt Bond	A	E
922238	Int Exp - 10 Yr Bond	A	E
922239	Int Exp - Disc L/T Bond	A	E
922240	Int Exp-Def Chg Lt Bond	A	E
922241	Int Exp - 30 Yr Bond	A	E
922242	Int Exp - Disc Lt Bond	A	E
922243	Int Exp-Def Chg Lt Bond	A	E
922244	Int Exp - 4 Yr Bond	A	E
922245	Int Exp-Disc L/T Bond	A	E
922246	Int Exp-Def Chg Lt Bond	A	E
922247	Int Exp - 7 Yr Bond	A	E
922248	Int Exp-Disc L/T Bond	A	E
922249	Int Exp-Def Chg L/T Bond	A	E
922250	Int Exp - 20 Yr Bond	A	E
922251	Int Exp - Disc 1.15B Note	A	E
922252	Int Exp-Def Chg 1.15Bnote	A	E
922253	Int Exp - 1.15B Note	A	E
922254	Interest Exp - Rating Fee	A	E
922255	Int Exp - Discount $300M	A	E
922256	Int Exp - $300M Notes	A	E
922257	Int Exp-Qwest Svcs Corp	A	E
922258	Int Exp - Other	A	E
922259	Int Exp - Comm Fee	A	E
922260	Interest Exp - IBDG	A	E
922261	Interest Exp - TOPRS	A	E
922262	Interest Exp - Deferred TOPRS	A	E
922263	Interest Exp - TOPRSII	A	E
922264	Interest Exp - Deferred TOPRSI	A	E
922265	Interest Exp - 6.75% Notes	A	E
922266	Interest Exp - 6.75% Disc Chg	A	E

CONFID

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
922267	Interest Exp - 6.31% Notes	A	E
922268	Interest Exp - 6.31% Def Chg	A	E
922269	Interest Exp -Contl SWAPS(EXT)	A	E
922270	Interest Exp-MV Prem Control	A	E
922271	Interest Exp - L/T Debt	A	E
922272	Interest Exp-Def Charge L/T De	A	E
922273	Interest Exp-Disc 1.25B Note	A	E
922274	Interest Exp Def Charge 1.25B	A	E
922275	Interest Exp - 1.25B Note	A	E
922276	Interest Exp-Disc 1.75B Note	A	E
922277	Interest Exp-Def Charge 1.75B	A	E
922278	Interest Exp - 1.75B Note	A	E
922279	Interest Exp - Mtn Def Charge	A	E
922280	Int Exp-2.25B Notes	A	E
922281	Int Exp-Disc 2.25B Notes	A	E
922282	Int Exp-Deferred Charge 2.25B	A	E
922283	Int Exp 1.0B Notes	A	E
922284	Int Exp-Disc 1.0B Notes	A	E
922285	Int Exp_Deferred Charge 1.0B N	A	E
923000	Amortization-Defer Fin Fees	A	E
923100	NTFC Defer Fin Fees	A	E
923200	Deferred Legal Fin Fees	A	E
923300	MTI Defer Fin Fees	A	E
923400	Nations Revolver Defer Fin Fee	A	E
923500	A/R Securization Defer Fin Fee	A	E
923600	Bond Discount	A	E
923700	Bond Issuance Costs	A	E
924000	EUNet Interest Expense	A	E
930000	Interest Income	A	E
930020	Touch America Interest Income	A	E
930050	Interest Income - Govt Equip	A	E
930051	Interest Income - Govt Fiber	A	E
930052	Int Inc-Qwest Svce Corp	A	E
930053	Int Inc-Qwest Corp	A	E
930054	Int Inc-BSI	A	E
930055	Int Inc-Dex	A	E
930056	Int Inc-Business Resources	A	E
930057	Int Inc-Comm Services	A	E
930058	Int Inc-Long Distance	A	E
930059	Int Inc-Info Tech, Inc	A	E
930060	Int Inc - Delaware	A	E
930061	Int Inc - HQ C Group	A	E
930062	Int Inc - C Group Lyons	A	E
930063	Int Inc - Dex Holdings	A	E
930064	Int Inc - Fed Svcs	A	E
930065	Int Inc - Interprise	A	E
930066	Int Inc - Wireless	A	E
930070	Inc Inc-Real Estate	A	E
930071	Inc Inc-Qwest Comm Corp	A	E
930072	Inc Inc-Int'l	A	E
930073	Inc Inc-Fin Svcs	A	E
930074	Inc Inc-Multi Media	A	E
930075	Inc Inc-So Multi Media	A	E
930076	Inc Inc-ISG	A	E

CONFIDE

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
930077	Inc Inc-PCS Holdings	A	E
930078	Inc Inc-Continental	A	E
930079	Inc Inc-Dom Cable	A	E
930100	Interest Income-State Tax Exem	A	E
930150	Int Inc.- Billing	A	E
930155	Int Inc-HQ Adjustment	A	E
930160	Int Inc-Other	A	E
930200	Interest Inc./Exp.- Affiliate	A	E
930205	Net Book Value	A	E
930300	EUNet Investments Income	A	E
930500	EUNet Exchange Gains/Losses	A	E
940000	Other Income	A	E
940002	LESOP Gain	A	E
940005	Gain/Loss on Dispos of Investm	A	E
940010	Interest - Other	A	E
940020	Misc Equipment Revenue	A	E
940022	Gain/Loss Equity Swaps	A	E
940023	LESOP Gain	A	E
940025	Global Crossing Expense	A	E
940030	Recycling Income	A	E
940040	Intex--Gain on Sale	A	E
940050	Gain/Loss A/R Securitization	A	E
940060	Servicing Income	A	E
940070	AMNEX Commissions	A	E
940080	Discounts Earned	A	E
940090	Discounts Lost	A	E
940100	Gain/Loss on Sale of Assets	A	E
940101	Change in Acctg Principal-POP	A	E
940199	Inactive-Misc Income Subsid	A	E
942000	Other Expense	A	E
942010	Bank Fees	A	E
942020	Abandoned Projects	A	E
942030	Penalties	A	E
942040	MTI Service Chrg-Base Admin.	A	E
942050	MTI Service Chrge - Interest	A	E
942060	MTI Service Chrge - Mgmt Fee	A	E
942070	LTC Interest Income - MTI	A	E
942080	LTC Mgmt Fee Income - MTI	A	E
942090	NYSE Listing Fee	A	E
942100	Tax Interest	A	E
942110	Tax Penalties	A	E
942120	Misc Legal Settlements	A	E
942130	Securitization Expense	A	E
942140	Realized Gain/Loss-Foreign Ex	A	E
942150	SEC Registration	A	E
942160	Deferred Comp Plan Costs	A	E
942170	KPNQwest Excess Cost Amort	A	E
948000	EUNet Minority Interest	A	A
949000	Suspense	A	A
949100	Suspense-Accounts Pay	A	A
949110	Suspense-Pr Expenses	A	A
949120	Suspense-Pr Liab	A	A
949130	Suspense-Accounts Rec	A	A
950000	Non-recurring expense	A	E

Qwest Communications Corporation

Chart of Accounts

2001-03-08

ACCOUNT	DESCRIPTION	STATUS	TYPE
950001	In-Process R&D Costs	A	E
951000	Acquisition Charge	A	E
952000	Qwest Restructuring	A	E
960000	Federal Income Tax	A	E
960050	Deferred-Federal	A	E
960075	ETR Adjustment-Federal	A	E
960100	State Income Tax	A	E
960150	Deferred-State&Local	A	E
960175	ETR Adjustment - State	A	E
960200	City Income Tax	A	E
960300	Taxes-Other	A	E
960500	EUNet Income Tax	A	E
966030	Dirpur Proj Related Assets Tax	A	E
970100	Common Stock Dividends	A	E
970200	Preferred stock Dividends	A	E
980000	Intercompany earnings	A	E
980010	Equity - HCO	A	E
980020	Equity-LCIM	A	E
980030	Equity - LCIT	A	E
980040	Equity-LCIC	A	E
980050	Equity-LCISC	A	E
980060	Equity--LCISPC	A	E
980070	Equity LCICA	A	E
980100	USLD-Equity - USLD Inc.	A	E
980200	Equity Earnings - XLINK	A	E
980205	Equity Earnings - KPNQwest	A	E
980210	Equity Earnings - AGIS	A	E
980215	Equity Earnings- Slingshot	A	E
980220	Earnings from KPNQwest IPO	A	E
982000	Intercompany Charges	A	E
982010	I/C-Int LCIM to LCII $64M	A	E
982020	I/C-Int LCIM to LCII $8M	A	E
982030	I/C-Int LCIM to LCII $21M	A	E
982040	I/C-Int LCIM to LCII $7M	A	E
982050	LCII to LCIM-Rev/Bond Int	A	E
982060	LCIM to LCIT-Prom $35M	A	E
982070	I/C Int-LCIT to LCII $100M	A	E
982080	I/C Int LCIT to LCIM $116M	A	E
982090	I/C Int LCIT to LCIM $38M	A	E
983000	Mgmt Inc/Exp - LCIM to LCII	A	E
983010	Mgmt Inc/Exp - LCIM to LCISC	A	E
983020	Mgmt Inc/Exp - LCISC to LCIT	A	E
983030	Mgmt Inc/Exp - LCIM to LCIT	A	E
983040	Mgmt Inc/Exp - LCIM to LCISPC	A	E
983045	Mgmt Inc/Exp - LCIM to QFC	A	E
983050	I/C Int LCIT to LCIM Rev/Bond	A	E
983060	LCIM to LCIT Liscence Fee	A	E
983070	QCC to QFC Office Lease	A	E
985000	EUNet Intercompany Charges	A	E
990000	Extraordinary Item	A	E

CONFI

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

Description/Title of Information: **QWEST COMMUNICATIONS CORPORATION CONSOLIDATED BALANCE SHEET**

Confidential/Proprietary Designation Rationale:

This exhibit provides financial and accounting information. It contains detailed confidential information about expenses and accounting records. Because this information would be valuable to Qwest Communications Corporation's competitors, it is proprietary.



CONFIDENTIAL

QWEST COMMUNICATIONS CORPORATION AND SUBSIDIARIES

Consolidated Balance Sheets

(Dollars in millions)

(UNAUDITED)

	March 31, 2001	December 31, 2000
Assets		
Current assets		
Cash and cash equivalents	$ 226.9	$ 1.0
Trade accounts receivable, net	1,015.1	835.5
Prepaid expenses and other	1,545.6	980.2
Total current assets	2,787.6	1,816.7
Property and equipment, net	8,062.9	6,919.4
Excess of cost over net assets acquired, net	30,765.5	30,867.4
Other, net	1,036.0	1,260.5
Total assets	$ 42,652.0	$ 40,864.0
Liabilities and Stockholders' Equity		
Accounts payable	$ 688.2	$ 323.1
Facility costs accrued and payable	501.2	394.4
Current portion of long term debt	7,205.5	2,506.8
Accrued expenses and other	4,236.7	4,307.2
Payable to Parent	32.2	17.1
Total current liabilities	12,663.8	7,548.6
Long-term debt and capital lease obligations	375.1	1,112.3
Payable to Parent	1,029.9	2,011.6
Other long-term liabilities	595.8	766.9
Total liabilities	14,664.6	11,439.4
Stockholders' equity		
Preferred stock - $0.01 par value; authorized 0.2 million shares; no shares issued and outstanding	-	-
Common stock - $0.01 par value; authorized 2.0 million shares; 1.1 million issued and outstanding	-	-
Additional paid-in capital	12.7	55.
Accumulated deficit	(1,322.7)	(982.
Accumulated other comprehensive income	119.4	132.
Contribution from parent	29,178.0	30,218
Total stockholders' equity	27,987.4	29,424
Total liabilities and stockholders' equity	$ 42,652.0	$ 40,864

CONFIDENTIAL

End

Confidential

BEFORE THE
PUBLIC UTILITY COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))))	Docket TC 01

QWEST CORPORATION'S

AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEM 2 – ACCESS TO UNBUNDLED NETWORK ELEMENTS

OCTOBER 24, 2001

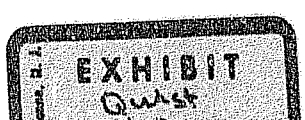


TABLE OF CONTENTS

Page

I. EXECUTIVE SUMMARY 1

II. QWEST HAS COMPLIED WITH THE FCC'S UNBUNDLED NETWORK ELEMENT REQUIREMENTS IN SOUTH DAKOTA 3

A. UNE Combinations Generally 10

B. Enhanced Extended Loop 15

III. CONCLUSION 20

AFFIDAVIT

OF

KAREN A. STEWART

Checklist Item 2 – Access to Unbundled Network Elements

My name is Karen A. Stewart. I am a Senior Staff Advocate, Policy and Law for Qwest Corporation ("Qwest"). My office is located at 421 SW Oak Street, Portland, Oregon. I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties. Exhibit KAS-UNES-1 contains my qualification summary.

I. EXECUTIVE SUMMARY

The purpose of this Affidavit is to demonstrate that Qwest has satisfied certain requirements of Section 271(c)(2)(B) of the Act, specifically item (ii), access to unbundled network elements. Other affidavits will address the remaining requirements of checklist item 2.

Qwest provides nondiscriminatory access to unbundled network elements ("UNEs") at any technically feasible point to any requesting telecommunications carrier for the provision of a telecommunications service, in accordance with the Telecommunications Act of 1996, federal rules, and South Dakota law and regulations. Qwest has a concrete and specific legal obligation to provide these unbundled network elements through its interconnection agreements with CLECs and its South Dakota Statement of Generally Available Terms and Conditions ("SGAT"). Qwest provides

CLECs with access to all the features, functions, and capabilities of the network elements in a manner that allows CLECs to provide any telecommunications service that the network element is capable of providing. Qwest does not impose limitations, restrictions or requirements on requests for the use of unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner desired by the requesting telecommunications carrier, other than those expressly permitted under existing FCC rules.

Qwest combines UNEs for competitive local exchange carriers ("CLECs") or provides such UNEs in a manner that allows CLECs to combine such elements in order to provide telecommunications services. When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by the ordering CLEC. Two standard UNE combinations are available: UNE platform, or "UNE-P," and the Enhanced Extended Loop ("EEL").

Qwest provides access to UNEs in substantially the same time and manner as it provides to itself, or, if Qwest does not provide access to itself, in a manner that provides the CLEC with a meaningful opportunity to compete. While Qwest has yet to receive an order for an EEL in South Dakota, Qwest has demonstrated in other states that it is provisioning EELs in a non-discriminatory manner.

II. QWEST HAS COMPLIED WITH THE FCC'S UNBUNDLED NETWORK ELEMENT REQUIREMENTS IN SOUTH DAKOTA.

Section 271(c)(2)(B)(ii) of the Act requires Qwest to provide nondiscriminatory access to network elements pursuant to section 251(c) and at prices in accordance with the requirements of section 252(d).[1] Section 251(d) of the Act requires the FCC, when determining what network elements should be made available, to consider, at a minimum, whether "access to such network elements as are proprietary in nature is necessary," and whether "the failure to provide access to such network elements would impair the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer."[2]

In the *UNE Remand Order*, the FCC applied the "necessary and impair" standard and identified a minimum list of unbundled network elements that incumbent LECs must provide to requesting telecommunications carriers on an unbundled basis.[3] The new list, set forth in Rule 51.319, includes local loops, subloops, network interface devices ("NIDs"), local switching capability, local tandem switching capability, dedicated and shared transport, dark fiber, signaling and call-related databases, and operational support systems ("OSS") functions.[4]

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1 47 U.S.C. § 271(c)(2)(B)(ii).

2 47 U.S.C. § 251(d)(2).

3 Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, ¶ 15 (rel. Nov. 5, 1999) ("UNE Remand Order").

4 UNE Remand Order, ¶¶ 44-47 and ¶¶ 51-61.

Access to UNEs Generally. Qwest provides telecommunications carriers access to these UNEs in accordance with the Act and with FCC rules.[5] Qwest provides CLECs with access to all the features, functions, and capabilities of the network elements in a manner that allows CLECs to provide any telecommunications service that the network element is capable of providing.[6] Qwest has a contractual obligation to provide these unbundled network elements through its interconnection agreements with CLECs and its South Dakota SGAT.

Consistent with its contractual commitments, Qwest makes available nondiscriminatory access to the following core UNEs:

- Local loop, including subloops and high frequency portion of the loop
- Network interface device ("NID")
- Local switching capability, including packet switching
- Local tandem switching capability
- Interoffice transmission facilities, including dark fiber
- Signaling networks and call-related databases
- Operational support systems ("OSS") functions

This list is not exclusive, and, pursuant to changes in FCC rules, state laws or the Bona Fide Request Process, CLECs may identify and request that Qwest furnish additional or

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5 47 C.F.R. § 51.307(a), (c).

6 *See* SGAT § 9.1.5.

revised UNEs to the extent required under section 251(c)(3) of the Act and other applicable laws.[7]

The UNEs listed as separate items on the competitive checklist are addressed in separate affidavits. See Affidavit of Lynn Notarianni (operational support systems), Affidavit of Jean M. Liston (unbundled loops), Affidavit of Karen A. Stewart (subloops), Affidavit of Karen A. Stewart (emerging services), Affidavit of Karen A. Stewart (transport), Affidavit of Lori A. Simpson (switching), and the Affidavit of Margaret S. Bumgarner (call-related databases and associated signaling).[8] As a result, this affidavit primarily addresses CLEC access to unbundled network elements generally and CLEC access to combinations of UNEs.

Section 251(c)(3) further requires incumbent LECs to provide unbundled network elements on rates, terms and conditions that are just, reasonable, and

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[7] See SGAT § 9.1.1.

[8] In the UNE Remand Order, the FCC concluded that operator services and directory assistance services are not network elements that incumbent local exchange carriers ("ILECs") are required to unbundle under Section 251(c)(3) of the Act. UNE Remand Order at ¶¶ 446-64. However, the FCC has concluded that a Bell Operating Company ("BOC") must be in compliance with Section 251(b)(3) to satisfy the requirements of Sections 271(c)(2)(B)(vii)(II) and (III). Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance; Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas, Memorandum Opinion and Order, CC Docket 00-65, FCC 00-238, 15 FCC Rcd 18354, ¶ 346 (rel. June 30, 2000) ("SBC Texas Order"). *See also* 47 U.S.C. §§ 251(b)(3); 271(c)(2)(B)(vii)(II) and (III). Directory assistance and operator call completion services are discussed in the Affidavit of Lori A. Simpson regarding Checklist Item 7(II and III) – Operator Services and Directory Assistance Services filed with this 271 Application.

nondiscriminatory in accordance with the terms and conditions of its interconnection agreements and with the requirements of sections 251 and 252.[9] Section 252(d) requires the rates for network elements to be nondiscriminatory and based on the cost of providing the network element.[10]

CLECs may purchase UNEs from Qwest (1) local exchange service to its customers (2) to provide exchange access service to itself, (3) to provide interstate and intrastate interexchange services to its customers, and (4) for all other uses permitted by law or existing rules.[11] All such uses are subject to the applicable charges and applicable federal and state rules and regulations.

The FCC's rules also prohibit the incumbent LEC from imposing limitations, restrictions or requirements on requests for the use of unbundled network elements (other than those expressly permitted by the FCC's rules) that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner desired by the requesting telecommunications carrier.[12] Requesting CLECs are entitled to exclusive use of an unbundled network facility, and to the use of its features, functions, or capabilities, for a set period of time, except as is expressly permitted or required by existing law or rules.[13] However, Qwest retains ownership of the facility and

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9 47 U.S.C. § 251(c)(3).

10 47 U.S.C. § 252(d).

11 47 C.F.R. § 51.309(b). SGAT §§ 2.2 and 9.1.12.

12 47 C.F.R. § 51.309(a).

13 47 C.F.R. § 51.309(c); SGAT § 9.1.2.

retains the obligation to test, maintain, repair and, if facilities exist, replace UNEs as necessary.[14]

Quality of UNEs. Each network element provided by Qwest meets applicable regulatory performance standards. The quality of, and access to, an unbundled network element that Qwest provides is equal among all carriers requesting access to that element.[15] Where technically feasible, the access to and quality of an unbundled network element will be provided by Qwest in substantially the same time and manner to that which Qwest provides to itself or its affiliates.[16] In those situations in which Qwest does not provide access to an unbundled network element to itself, Qwest will provide access in a manner that provides the CLEC with a meaningful opportunity to compete.[17] The terms and conditions pursuant to which Qwest provides access to UNEs are offered equally to all representing CLECs.[18] In addition, Qwest will comply with all state wholesale service quality requirements.[19]

Access to UNEs at any technically feasible point. Section 251(c)(3) obligates each incumbent LEC to provide nondiscriminatory access to unbundled network elements at any technically feasible point to any requesting telecommunications carrier

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14 *See* SGAT § 9.1.6.1.

15 *See* SGAT § 9.1.2.

16 *See* SGAT § 9.1.2.

17 47 C.F.R. § 51.311(a), (b); SGAT § 9.1.2.

18 47 C.F.R. § 51.313(a).

19 SGAT § 9.1.2.

for the provision of a telecommunications service.[20] As required by the Act and FCC rules, Qwest provides requesting CLECs with unbundled access to network elements at any technically feasible point for use in providing telecommunications services to their customers.[21]

Qwest will provide a connection between UNEs and a demarcation point using an Interconnection Tie Pair (ITP). An ITP typically is required for each unbundled network element or ancillary service delivered to a CLEC.[22] A demarcation point is (1) at the CLEC-provided cross connection equipment located in the CLEC's virtual or physical collocation space; (2) at the Interconnection Distribution Frame (ICDF), if the CLEC has elected ICDF collocation or has elected to use an ICDF in association with virtual or physical collocation; (3) at the main distribution frame if the CLEC elects to use a direct connection from its collocation space to the distribution frame serving a particular element; or (4) at another demarcation point mutually agreed to by the parties.[23]

If facilities are not available, Qwest will build facilities dedicated to an end user if Qwest would be legally obligated to build such facilities to meet its obligation as a provider of last resort or its obligation as an eligible telecommunications carrier to

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20 47 U.S.C. § 251(c)(3).

21 47 C.F.R. § 51.307.

22 *See* SGAT § 9.1.4.

23 *See* SGAT § 9.1.4.

provide basic local exchange service.[24] If cable capacity is available, Qwest will complete incremental facility work (*i.e.*, conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop Carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) to complete facilities to the customer premises.[25] In other situations, Qwest will consider CLEC requests to build UNEs. Qwest will also notify CLECs of situations in which Qwest is currently building facilities and add the CLEC request to that work order.[26] Qwest also will notify CLECs of major loop facility builds through the ICONN database.[27]

Combinations of UNEs. Finally, incumbent LECs are required to provide UNEs in a manner that allows requesting carriers to combine such elements in order to provide telecommunications services.[28] Qwest provides CLECs access to UNEs to permit CLECs to combine such network elements with other network elements obtained from Qwest (or with network elements provided by the CLEC itself to provide telecommunications services to its customers), provided that such a combination is technically feasible and would not impair the ability of other carriers to obtain access to other UNEs or to interconnect with Qwest's network.[29]

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24 *See* SGAT § 9.1.2.1.

25 *See* SGAT § 9.1.2.1.2.

26 *See* SGAT § 9.1.2.1.3.

27 *See* SGAT § 9.1.2.1.4.

28 47 U.S.C. § 251(c)(3).

29 *See* SGAT § 9.23.1.2.2.

A. UNE Combinations Generally

Qwest offers UNE combinations to CLECs on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the Act, applicable FCC rules and other applicable laws.[30] The methods of access described in this Affidavit and specifically provided for in Qwest's SGAT are not exclusive: Qwest will allow access via any method requested by CLECs that is consistent with the Act and FCC rules.[31] Generally, Qwest does not require CLECs to access UNE combinations in conjunction with any other service or element unless required for technical reasons.[32]

Qwest combines network elements that are ordinarily combined on Qwest's network on the CLEC's behalf, when requested to do so and provided facilities are available.[33] Further, CLECs can combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by a CLEC or provided by third parties to a CLEC in order to provide a telecommunications service.[34] CLECs can request access to UNE combinations not provided as standard combinations through the Special Request Process ("SRP").[35] Information regarding

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30 *See* SGAT § 9.23.1.2.

31 *See* SGAT § 9.23.1.2.

32 *See* SGAT § 9.23.1.2.

33 *See* SGAT § 9.23.1.4.

34 *See* SGAT § 9.23.1.2.2.

35 *See* SGAT § 9.23.3.10. To request UNE combinations not existing in the Qwest network, a CLEC can utilize the Bona Fide Request Process in SGAT § 17.0.

the SRP is contained in Exhibit F of the South Dakota SGAT, which has been attached as Exhibit KAS-UNES-2 to this affidavit.

Network elements to be provisioned together shall be identified and ordered by CLECs as such.[36] When CLECs order UNE combinations that are currently interconnected and functional, the UNEs will remain interconnected and functional without any disconnection or disruption of functionality.[37] In addition, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by the ordering CLEC.[38]

Generally, two of Qwest's standard combinations are UNE platform, or "UNE-P," and the Enhanced Extended Loop ("EEL"). For detailed information regarding UNE-P, see the Affidavit of Lori A. Simpson. EELs are specifically discussed later in this affidavit. All of the information provided for UNEs generally in this section also applies to EELs and UNE-P.

Installation and Provisioning. Qwest has established several methods by which CLECs can access UNE combinations. First, CLECs can convert existing arrangements, such as resale services, to UNE combinations.[39] Second, Qwest combines network elements that are ordinarily combined on Qwest's network on the

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36 *See* SGAT § 9.23.1.3.

37 *See* SGAT § 9.23.1.3.

38 *See* SGAT § 9.23.1.3.

39 *See* SGAT § 9.23.3.13.

CLEC's behalf, when requested to do so and provided facilities are available. Third, Qwest combines for CLECs UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and the combination (1) is technically feasible; (2) will not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and (3) will not impair Qwest's use of its network.[40] Qwest combines CLEC UNEs with Qwest UNEs, provided that facilities are available and the combination (1) is technically feasible; (2) is performed in a manner that provides Qwest access to necessary facilities; (3) will not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and (4) will not impair Qwest's use of its network.[41]

For CLECs that choose to perform the function of combining UNEs for themselves, Qwest provides such network elements in a manner that allows the CLEC to combine such elements in order to provide a telecommunication service. To combine UNEs themselves, CLECs may choose among the various options as discussed further below.

CLECs can combine UNEs in any technically feasible manner. One typical method is collocation. In addition to a standard physical collocation arrangements, Qwest provides a variety of alternative collocation arrangements that CLECs can use to combine individual network elements, such as smaller physical collocation cages and

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[40] *See* SGAT § 9.23.1.5.

[41] *See* SGAT § 9.23.1.6.

cageless collocation arrangements.[42] Qwest offers each of these arrangements through its SGAT or interconnection agreements.[43] All of these alternative arrangements can be used to combine network elements in substantially the same manner as standard collocation arrangements. UNEs and UNE combinations can be directly connected to a Qwest finished service without going through a collocation arrangement, unless otherwise restricted based on Commission and/or FCC rules.[44] CLECs can also connect their UNE combinations to Qwest's directory assistance and operator services platforms.[45]

The methods of access to UNE combinations described above are not exclusive. Qwest will make available any other form of access requested by CLECs that is consistent with the Act and the regulations thereunder.[46] Qwest does not place any use restrictions or other limiting conditions on UNE combinations accessed by a CLEC except as specified in its interconnection agreement, the SGAT or permitted by existing rules.[47]

Qwest provides the same quality of and access to UNE combinations to all CLECs requesting access. Where technically feasible, the access and UNE

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42 *See* SGAT § 8.1.1. *See* Affidavit of Margaret S. Bumgarner regarding collocation options available under the Qwest SGAT.

43 *See* SGAT § 8.1.1.

44 *See* SGAT § 9.23.1.2.2.

45 *See* SGAT § 9.23.1.2.2.

46 *See* SGAT § 9.23.1.2.

combination provided by Qwest is provided in "substantially the same time and manner" to that which Qwest provides to itself.[48] In those situations where Qwest does not provide access to certain UNE combinations to itself, Qwest will provide access in a manner that provides CLECs with a meaningful opportunity to compete.[49]

Service intervals for each standard UNE combination are set forth in Exhibit C of the SGAT.[50] Qwest establishes a due date for an order when it receives a complete and accurate LSR or ASR made through the IMA, EDI or EXACT interfaces or through facsimile.[51]

As part of the ordering process, CLECs provide Qwest with complete and accurate end user customer listing information for directory assistance, directory listings, and 911 emergency services for all end-user customers served by UNE combinations.[52] Feature and interLATA or intraLATA PIC changes or additions for UNE combinations are processed concurrently with the order as specified by CLECs.

To ensure that any problems with the ordering process are resolved promptly and satisfactorily, Qwest and each CLEC provide each other with points of contact for

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47 *See* SGAT § 9.23.1.2.

48 *See* SGAT § 9.23.3.1.

49 *See* SGAT § 9.23.3.1.

50 *See* SGAT § 9.23.5.3.

51 *Id.*

52 *See* SGAT §§ 9.23.5.5, 10.3., 10.4 and 10.5.

order entry, problem resolution, repair, and in the event special attention is required on a service request.[53]

Billing. Qwest provides timely monthly billing information to CLECs.[54] The billing information, which is in an agreed-upon standard electronic billing format, includes (1) a summary bill and (2) individual end user customer sub-account information.[55] See the Affidavit of Lynn Notarianni regarding Qwest's OSS for further information on Qwest's billing processes.

Maintenance and Repair. Qwest will maintain and repair facilities and equipment that comprise the service provided to CLECs as UNE combinations.[56] Exhibit KAS-UNES-3 is a process flow that describes the tasks performed for maintenance of UNE combinations provided to CLECs.

B. Enhanced Extended Loop

The EEL is a combination of loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities.[57] It enables CLECs to access unbundled loops for end users without having to collocate in the central office in which those loops terminate. Qwest provisions the EEL to CLECs when they self-certify to Qwest that the EEL will be used to provide a significant amount of local exchange traffic

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53 *See* SGAT § 9.23.5.7.

54 *See* SGAT § 9.23.6.

55 *Id.*

56 *See* SGAT § 9.23.7.

57 *See* SGAT § 9.23.3.7.

to a particular end user and identify which one of the three local use options it is certifying under.[58] Qwest does not audit a CLEC's self-certification before it installs or converts an existing service to an EEL.[59] Qwest has a concrete and specific legal obligation to provide EELs through its SGAT in South Dakota.[60]

EEL transport and loop facilities may utilize DS-0 through OC-192 or other existing bandwidths. Qwest offers DS-0, DS-1 and DS-3 bandwidths as defined products.[61] CLECs can order other bandwidths existing in the Qwest network through the Special Request Process set forth in Exhibit F of the SGAT. For new bandwidths not yet in the Qwest network, CLECs may use the Bona Fide Request process set forth in Section 17.0 of the SGAT.

EEL combinations may consist of loops and interoffice transport of the same bandwidth (point-to-point EEL).[62] With the use of multiplexing, a CLEC can have EEL combinations of different bandwidths (multiplexed EEL).[63]

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58 Qwest's SGAT language virtually mirrors the FCC requirements for "significant amount of local traffic." SGAT § 9.23.3.7.2. *See* Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183, 15 FCC Rcd 9587, ¶ 22 (rel. June 2, 2000) ("Supplemental Order Clarification").

59 Furthermore, if termination liability payments are due on the account being switched from special access to an EEL, Qwest will not delay a conversion to resolve the termination liability issue.

60 *See* SGAT § 9.23.3.7.

61 *Id.*

62 *See* SGAT § 9.23.3.7.2.12.4.

63 *Id.*

Qwest will provision EEL service in South Dakota using a defined order and provisioning flow.[64] For newly provisioned EELs, CLECs submit orders using the LSR process via IMA-EDI, IMA-GUI or facsimile. Only one LSR is required when a CLEC orders point-to-point EEL. For multiplexed EEL, one LSR is needed to order the EEL with a multiplexer while additional LSRs are required for each lower speed service "riding" the multiplexed EEL. To convert an eligible special access/private line to an EEL, after certifying significant local usage, the CLEC would use the same LSR order process.[65] See Exhibit KAS-UNES-4 for the order and provisioning flow diagram for new EELs. Qwest has endeavored to make the process of conversion from special access to an EEL as efficient as possible. Qwest allows CLEC to do a streamlined "record-only" change, similar to a change from retail to resale. See Exhibit KAS-UNES-5 for the order and provisioning flow diagram for converted EELs.

Installation intervals for new EEL installations are set forth in Exhibit C to the SGAT. They are equivalent to the installation intervals for private line transport service

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64 *See generally* SGAT § 9.23.3.8.

65 Qwest's process is more efficient than the process followed by SBC and approved by the FCC in its Kansas/Oklahoma Section 271 Order. Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Co., and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, CC Docket No. 00-217, FCC 01-29, 16 FCC Rcd 6237, ¶ 176 (rel. Jan. 22, 2001) ("SBC Kansas Oklahoma Order"). The FCC stated that it had established a general rule to govern the EEL provisioning process "in recognition that incumbent LECs may adopt different procedures to ensure that access circuits are converted to unbundled loop transport combinations simply and without delay." *Id. See also* Supplemental Order Clarification, ¶¶ 30-31.

CONTINUATION

[3.]

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of the same bandwidth.[66] Concentration capability installation intervals will be offered on an individual case basis.[67] No private line or special access service shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting.[68]

Qwest will maintain and repair the facilities and equipment that comprise the EEL combination provided to a CLEC.[69] Qwest will maintain EELs in South Dakota using a defined maintenance flow. See the previously identified Exhibit KAS-UNES-2 for a flowchart that delineates the tasks performed by Qwest personnel to maintain various UNE combinations.

Performance Measurements. Qwest, along with interested CLECs through the ROC workshops and the Technical Advisory Group ("TAG"), has identified which performance measurements are to be used for access to EELs. Further product disaggregation of existing measurements have been developed and approved by the ROC as part of the OSS test. The following measurements apply specifically for EELs:

- OP-3: Installation commitments met
- OP-4: Installation interval
- OP-5: New service installation without trouble report for 30 days after installation

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66 *See* SGAT § 9.23.3.7.2.12.6.

67 *See* SGAT § 9.23.3.7.2.12.7.

68 *See* SGAT § 9.23.3.7.2.10. *See also* Supplemental Order Clarification, ¶ 25.

69 *See* SGAT § 9.23.7.1.

- OP-6: Delayed days
- OP-15: Interval for pending orders delayed past due date
- MR-5: All troubles cleared within four hours
- MR-6: Mean time to restore
- MR-7: Repair repeat report rate
- MR-8: Trouble rate

Additionally, where appropriate, performance results for EELs are included in the pre-ordering/ordering and billing measures. These measures produce results that aggregate UNEs or requests submitted via IMA and EDI. The definitions for each performance indicator can be found in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-6.

On September 25, 2001, the Liberty Consulting Group, an independent third party retained as part of the ROC OSS Test, completed its audit of Qwest's performance measures and concluded that "the audited performance measures accurately and reliably report actual Qwest performance."[70] Qwest has offered to have Liberty verify its audit by conducting data reconciliation with any CLEC that believes Qwest's performance data is inaccurate.

Qwest has not yet provisioned any EELs in South Dakota. Although CLECs have only recently begun ordering EELs in Qwest's region, Qwest has demonstrated in other states within Qwest's region that it is provisioning EELs in a non-discriminatory

70. See Final Audit Report at 2-3 attached to the Affidavit of Mr. Michael G. Williams as Exhibit MGW-PERF-2.

manner in quantities that competitors may reasonably demand. When data becomes available for South Dakota, it can be found on the following web-site: www.qwest.com/wholesale/results. However, Qwest's processes and performance for EELs are being evaluated in the ROC Third Party Test (3PT).

III. CONCLUSION

For the foregoing reasons, Qwest has satisfied the requirements of Section 271(c)(2)(B)(ii) for the Act regarding unbundled network elements and unbundled network element combinations. The Commission should conclude that Qwest has satisfied this checklist item.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	DOCKET TC 01-

QWEST CORPORATION'S

EXHIBITS TO THE AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEM 2- ACCESS TO UNBUNDLED NETWORK ELEMENTS

OCTOBER 24, 2001

INDEX TO EXHIBITS

DESCRIPTION	EXHIBIT
Qualifications	KAS-UNES-1
Special Request Process (Exhibit F of the SGAT)	KAS-UNES-2
Process flow describing the tasks performed for maintenance of UNE combinations provided to CLECs	KAS-UNES-3
Order and provisioning flow diagram for new EELs	KAS-UNES-4
Order and provisioning flow diagram for converted EELs	KAS-UNES-5

QUALIFICATIONS OF KAREN A. STEWART

My name is Karen A. Stewart. I am a Senior Staff Advocate, Policy and Law for Qwest. My office is located at 421 SW Oak Street, Portland, Oregon. I am currently a member of the Qwest Policy and Law organization responsible for representing Qwest in a number of 271 workshops related to Qwest's provisioning of unbundled network elements ("UNEs").

I have been employed by Qwest and its predecessor companies (including Pacific Northwest Bell and U S WEST) since 1981. I have held a variety of positions in Qwest, including sales, product management, regulatory affairs, issues management and E911 project management and technical design.

I received a Bachelor of Science degree in Business Administration from Portland State University in 1980, and a Masters degree in Business Administration from the University of Oregon in July 1994.

EXHIBIT F - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:

1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

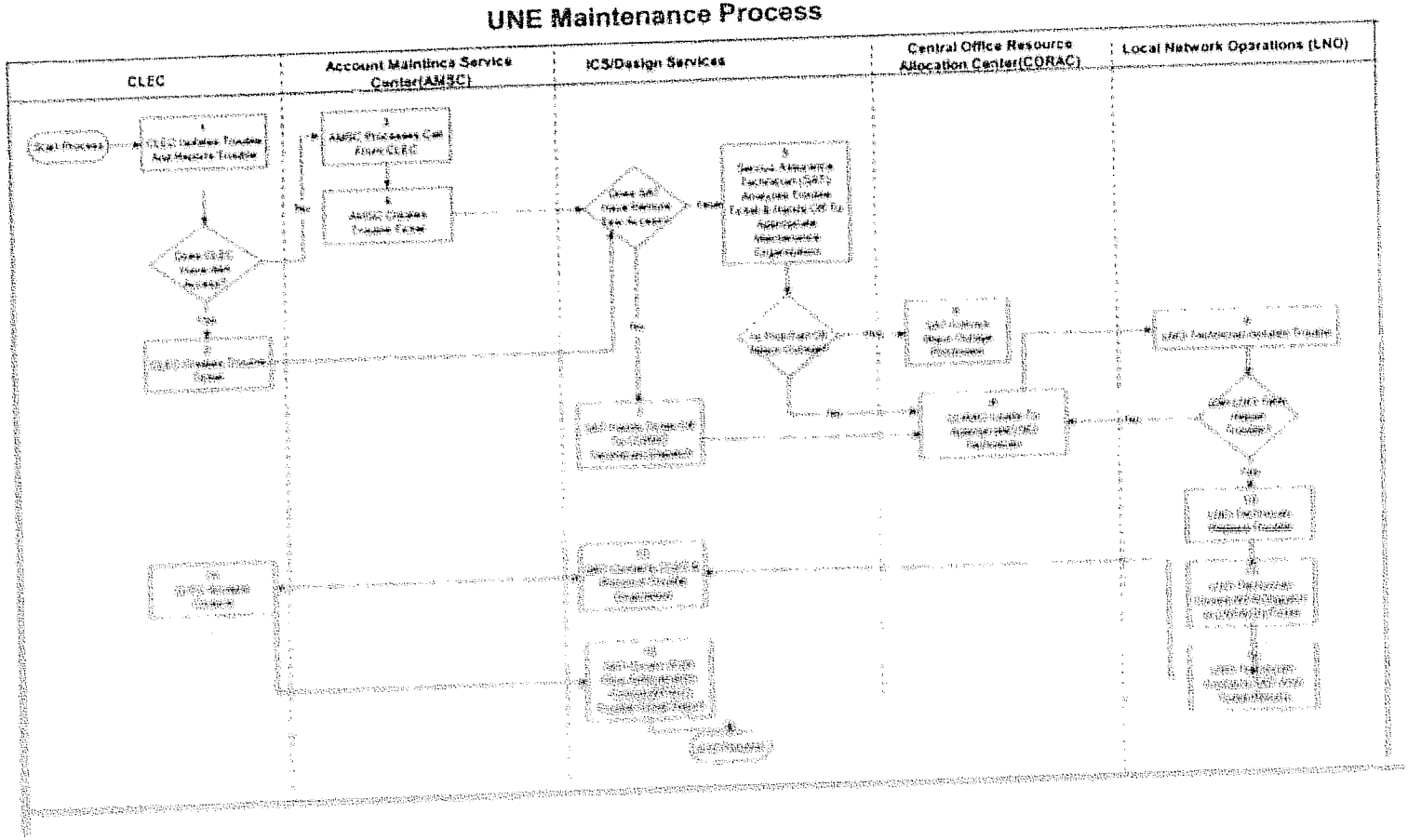
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business

days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

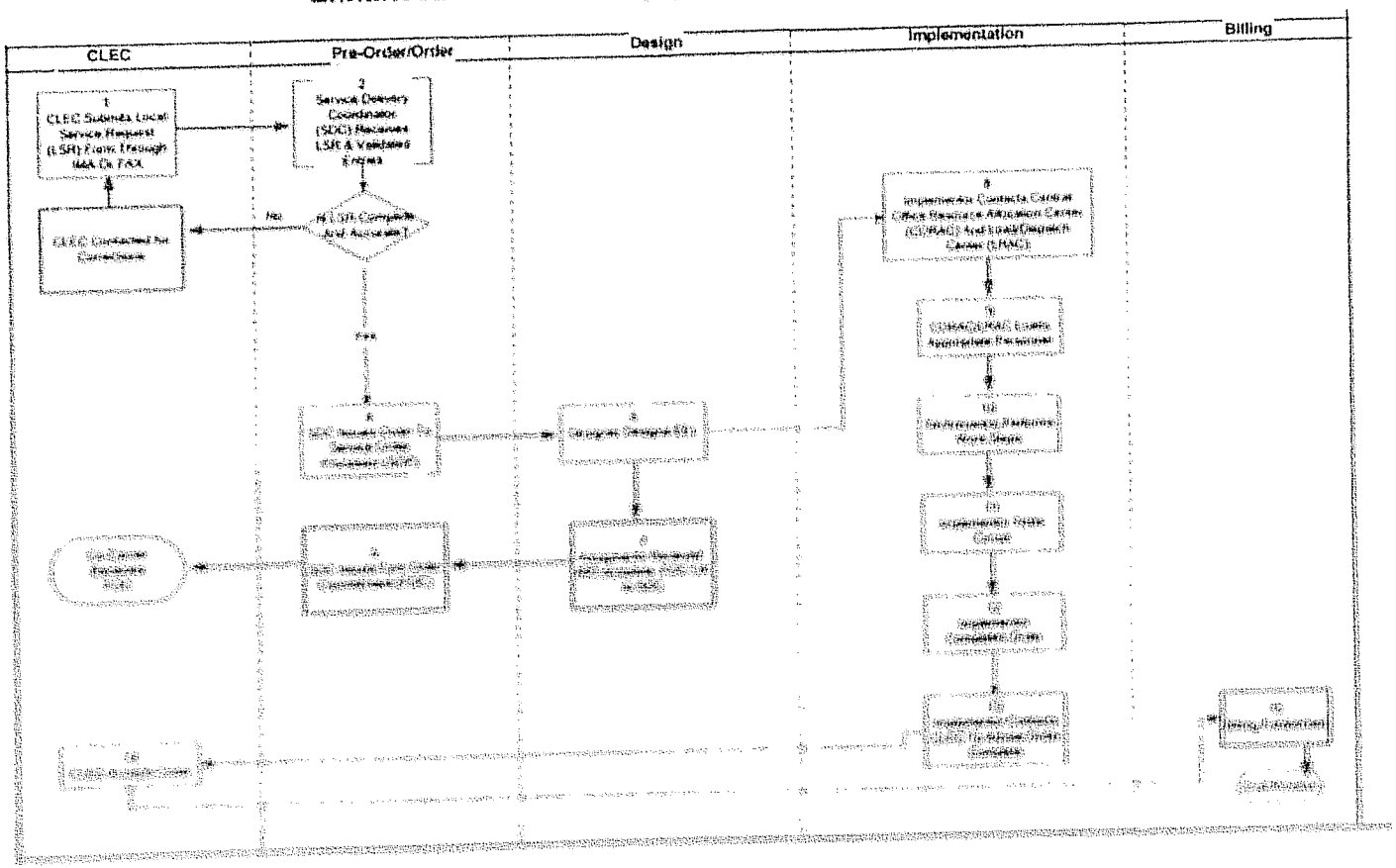
UNE Maintenance Process



UNE Maintenance Task List

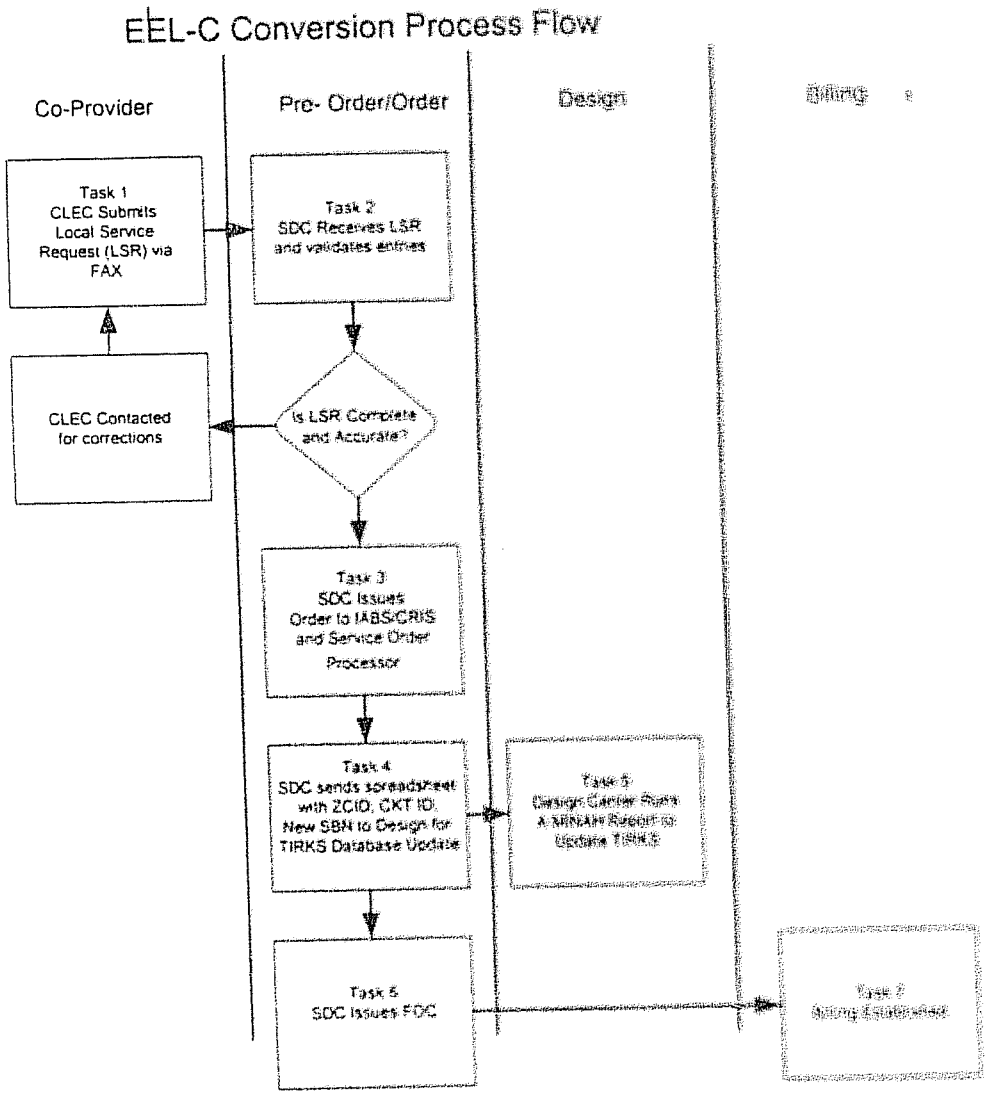
Assoc. Task #	Process
1 or 2	Trouble ticket submitted NOTE: If CLEC has a system interface they may submit report electronically Otherwise CLEC calls AMSC to report trouble and steps 3 and 4 are required
3	Process ticket received from CLEC
4	Trouble ticket created
5	Analyze trouble ticket, identify location, and assign to appropriate organization
6	If trouble is related to a major outage SAT follows major outage notification processes
7	If trouble location can not be identified by SAT the SAT hands off ticket to CORAC to dispatch technician
8	CORAC loads to appropriate UNO Technician
9	Trouble is isolated
10	Trouble repaired
11	Trouble ticket updated
12	Contact SAT with ticket results
13	CLEC notified
14 and 15	CLEC accepts service and Trouble ticket closed

Enhanced Extended Loop (EEL-P) Provisioning Process



Enhanced Extended Loop (EEL-P) Provisioning Task List

Assoc. Task #	Process
1	Co-Provider issues complete and accurate Local Service Request (LSR). Order requests are issued through IMA or by fax.
2	LSR and associated forms reviewed for completeness and accuracy by Service Delivery Coordinator (SDC). Contacts CLEC if necessary for corrections.
3	SDC issues order into the service order processor using electronic interface.
4	SDC receives OK from Designers (DS0 complete) and issues Firm Order Confirmation (FOC).
5	EEL is designed in TIRKS.
6	Design Center ensures Assignments are received, completes SIB, and authorizes the DLR to issue FOC.
7	Implementor contacts Central Office Resource Allocation Center (CORAC) and the Local Line Resource Allocation Center (LRAC).
8	CORAC/LRAC loads appropriate field personnel to perform work steps.
9	LNO, COT Technician(s) receive work requests and complete work steps.
10	Implementor tests circuit.
12	Implementor completes order and completes in WFA/C.
13	Implementor contacts Co-Provider to advise order complete. CLEC accepts circuit.
14	Service orders complete and posts to begin billing.


EEL-C Conversion Process Flow
Co-Provider
Pre- Order/Order
Design
Billing
Task 1
CLEC Submits Local Service Request (LSR) via FAX
Task 2
SDC Receives LSR and validates entries
CLEC Contacted for corrections
Is LSR Complete and Accurate?
Task 3
SDC Issues Order to IABS/CRIS and Service Order Processor
Task 4
SDC sends spreadsheet with ZCID, CKT ID, New SBN to Design for TIRKS Database Update
Task 5
SDC Issues FOC

EEL-C Conversion
Task List

Task #	Activity
1	Co_provider issues complete and accurate Local Service Request (LSR) via fax or IMA
2	Service Delivery Coordinator (SDC) receives LSR and validates entries.
3	SDC issues orders for records only for billing. One record order issued to stop billing of the existing circuit in IABS. A second record order establishes billing for the circuit in CRIS.
4	SDC sends creates and sends spreadsheet containing ZCID, circuit ID, new special billing number (SBN) to Design Center to update TIRKS database.
5	SDC issues Firm Order Confirmation (FOC) to CLEC.
6	Designer runs a MINAH report to update SBN in TIRKS
7	Billing established in CRIS only.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET TC 01-

QWEST CORPORATION'S

AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEM 5 – UNBUNDLED LOCAL TRANSPORT

OCTOBER 24, 2001

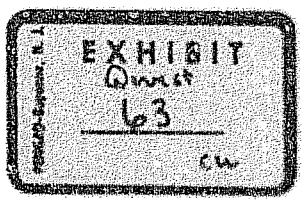


TABLE OF CONTENTS

CONTENTS

I. EXECUTIVE SUMMARY 1

II. QWEST PROVIDES UNBUNDLED LOCAL TRANSPORT IN COMPLIANCE WITH THE ACT AND THE FCC'S RULES 2

A. Dedicated Transport 5

B. Shared Transport 8

C. Access to Digital Cross-Connect Facilities 10

D. Unbundled Transport Provisioning and Maintenance 11

E. Performance Measurements for Unbundled Transport 13

III. SUMMARY AND CONCLUSION 14

AFFIDAVIT

OF

KAREN A. STEWART

Checklist Item 5 – Unbundled Local Transport

Karen A. Stewart states as follows:

My name is Karen A. Stewart. I am a Senior Staff Advocate, Policy and Law for Qwest Corporation ("Qwest"). My office is located at 421 SW Oak Street, Portland, Oregon. I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties. Exhibit KAS-TR-1 contains my qualification summary.

I. EXECUTIVE SUMMARY

The purpose of this affidavit is to demonstrate that Qwest has complied with item number 5 of the checklist contained in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("the Act") concerning unbundled local transport. Specifically, Qwest provides access to dedicated and shared transport unbundled from other services.

The term "local transport" encompasses two categories, dedicated transport and shared transport. Dedicated transport refers to transmission facilities dedicated to a particular customer or carrier. Shared transport refers to transmission facilities shared by more than one carrier, including the incumbent local exchange carrier ("ILEC").

Qwest provides access to unbundled local transport in a nondiscriminatory manner. The only limitations Qwest imposes are those authorized by the Federal

Communications Commission ("FCC") and the South Dakota Public Utilities Commission ("Commission").

In its SGAT, Qwest has undertaken a concrete and specific legal obligation to provide competitive local exchange carriers ("CLECs") with access to unbundled transport in substantially the same time and manner as Qwest provides those network elements to itself, and in a manner that offers CLECs a meaningful opportunity to compete.[1] Qwest has already installed unbundled local transport facilities for CLECs in South Dakota.

II. QWEST PROVIDES UNBUNDLED LOCAL TRANSPORT IN COMPLIANCE WITH THE ACT AND THE FCC'S RULES

Section 271(c)(2)(B)(v) of the Act requires a Bell Operating Company ("BOC") to provide "local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services."[2] BOCs are required to provide all technically feasible capacity-related services, as well as higher capacities as they evolve over time.[3] The FCC requires that BOCs provide both dedicated and shared

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1 SGAT § 9.1.2.

2 47 U.S.C. § 271(c)(2)(B)(v); *see also* 47 C.F.R. § 51.319(d) ("An incumbent LEC shall provide nondiscriminatory access . . . to interoffice transmission facilities on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.").

3 Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, ¶ 323 (rel. Nov. 5, 1999) ("UNE Remand Order").

transport to requesting carriers.[4] Shared transport need only be offered to CLECs that also request unbundled local switching,[5] because it is not technically feasible to use shared transport in conjunction with self-provisioned switching.[6]

Qwest has completed 271 workshops for transport in the states of Arizona, Colorado, Nebraska, Oregon, and Washington, and in the multistate proceeding which includes Idaho, Iowa, Montana, New Mexico, North Dakota, Utah, and Wyoming. The workshop process spanned more than one year and involved detailed and rigorous negotiations in which the parties reached consensus on all possible issues related to unbundled transport. The revised South Dakota SGAT attached to this petition has been updated to incorporate changes to the SGAT agreed to in these other 271 unbundled transport workshops.

Examples of changes Qwest has made to its unbundled transport offering as a result of 271 workshops include:

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4 Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, Memorandum Opinion and Order, CC Docket No. 98-121, FCC No. 98-271, 13 FCC Rcd 20599 ¶ 201 (rel. Oct. 13, 1998) ("BellSouth Louisiana II Order"); *see also* Joint Application by SBC Communications, Inc., Southwestern Bell Telephone Co., and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, Memorandum Opinion and Order, CC Docket No. 00-217, FCC 01-29, 16 FCC Rcd 6237, ¶ 331 (rel. Jan. 22, 2001) ("SBC Kansas Oklahoma Order").

5 UNE Remand Order, fn. 127.

6 UNE Remand Order, ¶ 372.

Requiring Multiplexers for Access to Transport - A CLEC expressed concern about whether the SGAT Section 9.6.1.2 reference to an unbundled multiplexer as a stand-alone element meant that CLECs would have to acquire it to get transport as an unbundled network element ("UNE"). Qwest changed the section to clarify that such multiplexers were not required, but were available at the option of CLECs.

Cross Connecting UDIT and E-UDIT - A CLEC objected to the requirement of SGAT 9.6.2.1 that CLECs pay for the costs of cross connecting UDIT and E-UDIT when they are in fact a single element. Qwest has eliminated any cross connect charges between UDIT and E-UDIT, thus addressing the CLEC's concerns.

Rates for OC-48 unbundled transport – CLECs requested set rates, versus, ICB rates, for OC-48 level unbundled transport. Qwest agreed and Exhibit A to the SGAT contains the rates in South Dakota.

Qwest's technical publications were also reviewed in the 271 workshops. Qwest technical specifications for the revised unbundled transport including interfaces and parameters are described in Technical Publication 77389. Qwest technical publications have recently been made available to CLECs on the following URL: http://www.uswest.com/techpub/.[7]

In addition, the Wholesale Product Catalog ("PCAT") provides CLECs with additional product information. CLECs can access the PCAT at URL: http://www.qwest.com/wholesale/pcat/. These are just a few examples of the

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consensus reached by Qwest and CLECs through the workshop process. I believe that through the long workshop process, the parties have reached consensus on all transport issues for which consenus is possible.

A. Dedicated Transport

Qwest has a legal obligation to provide, and is currently providing, unbundled dedicated transport to CLECs in South Dakota. Qwest's dedicated transport offerings provide CLECs with a single transmission path between Qwest end offices, serving wire centers, or tandem switches in the same LATA and state; they also include a bandwidth-specific transmission path between the Qwest serving wire center and the CLEC's wire center or an interexchange carrier's point of presence located within the same Qwest serving wire center area.[8] Qwest offers dedicated transport in DS0 through OC-192 bandwidths, as well as such higher capacities that evolve over time.[9]

An unbundled multiplexer is offered as an optional feature associated with dedicated transport and (unbundled loops).[10] SONET add/drop multiplexing is available on an individual case basis where facilities are available and capacity exists.[11]

If a CLEC orders a UNE combination that includes dedicated transport facilities, Qwest will perform requested and necessary cross connections between UNEs in the same manner that it would perform such cross connections for its own end user

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8 SGAT § 9.6.1.1.

9 SGAT § 9.6.1.1.

10 SGAT § 9.6.1.2.

11 SGAT § 9.6.1.2.

customers.[12] When transport is ordered separately (i.e., not as part of a UNE combination), the CLEC is responsible for performing cross connections at its collocation or other mutually determined demarcation point, but such cross connections are not required when a CLEC orders a continuous dedicated transport element from one point to another.[13] To the extent that collocation is required for a CLEC to take advantage of dedicated transport facilities, the CLEC may utilize any form of collocation.[14]

As of August 31, 2001, Qwest had provided 3 unbundled dedicated transport facilities for 2 CLECs in South Dakota.[15]

In the Qwest SGAT, the unbundled transport rate element for transport between Qwest Wire Centers is called Unbundled Dedicated Interoffice Transport ("UDIT"). UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a digital cross-connect system in each Qwest wire center.

For unbundled transport between a Qwest wire center and CLEC wire center the rate element is called Extended Unbundled Dedicated Interoffice Transport ("E-UDIT"). E-UDIT, like an entrance facility, provides a CLEC with a bandwidth specific transmission path between the Qwest serving wire center to CLEC's wire center or an IXC's point of presence located within the same Qwest serving wire center area.

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12 SGAT § 9.6.2.1.

13 SGAT § 9.6.2.1.

14 SGAT § 9.6.2.3.

15 Official Qwest Wholesale Volumes Report, August 31, 2001.

E-UDIT is a flat-rated, bandwidth-specific interoffice transmission path. Exhibit KAS-TR-2 provides a diagram of UDIT and E-UDIT. UDIT's two components are priced differently to reflect the way costs are incurred.

By delineating the unbundled dedicated transport between the Qwest serving wire center and the CLEC central office as "E-UDIT", Qwest's intent was to clearly identify that this specific segment of dedicated transport has historically been recovered in cost models and resultant rate schedules as a non-distance sensitive rate element. All other "interoffice" transport has typically been "cost modeled" and rated on a fixed and per mile basis.

For example, other transport services have this segment of "transport" as a non-distance sensitive rate component, e.g., in Switched Access Services or Local Interconnection Trunks it is an "entrance facility" and in retail private line tariffs it is typically called a "channel termination".

This is a standard industry practice on how to rate dedicated transport. The FCC suggested use of existing rates for interstate dedicated switched transport as a default proxy for unbundled dedicated transport.[16] The FCC actually gave an example of the price structure difference between the equivalent of UDIT and E-UDIT:

> Interstate access rates for dedicated transport vary by region, type of circuit, mileage, and other factors. For example, BellSouth's entrance facility charge, for transport from an IXC's point of presence to a BellSouth

[16] Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, First Report and Order, CC Docket Nos. 96-98 and 95-185, FCC 96-325, 11 FCC Rcd 15499, ¶ 821 (rel. Aug. 8, 1996) ("Local Competition Order").

> serving wire center, is $134 monthly per DS1 circuit ($5.58 per derived voice grade circuit) and $2,100 monthly per DS3 circuit ($3.13 per derived voice grade circuit). Dedicated transport for 10 miles of interoffice transmission between a serving wire center and an end office is $325 monthly per DS1 circuit ($13.54 per derived voice grade circuit) and $2,950 monthly per DS3 circuit ($4.39 per derived voice grade circuit). Installation, multiplexing and other transport-related charges may also apply.[17]

Moreover, SBC's Texas 271 Agreement provides for a price structure similar to Qwest's distinction between UDIT and E-UDIT:

> The price for dedicated transport is found in Appendix Pricing – UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing – UNE Schedule of Prices, labeled as "Dedicated Transport, Entrance Facilities.[18]"

In summary, Qwest is offering dedicated unbundled transport under rates terms and conditions that are in compliance with the Act and the FCC's rules.

B. Shared Transport.

Qwest provides shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network, as required by the FCC.[19] Qwest provides shared transport in a way that enables the traffic of a CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.[20]

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17 Local Competition Order, fn. 1948.

18 T2A, Attachment UNE-TX, Section 8.2.1.

19 SGAT § 9.8.2.1; *see also* UNE Remand Order, ¶ 370; BellSouth Louisiana II Order, ¶ 204.

20 SGAT § 9.8.2.3(a).

ILECs are required to provide unbundled shared transport only where they also provide unbundled switching[21] (as the FCC noted, it is not technically feasible for a competitor to use shared transport with self-provisioned switching[22]). In compliance with this requirement, Qwest offers unbundled shared transport in conjunction with unbundled local switch ports and as part of its Unbundled Network Element-Platform ("UNE-P") offering.[23] Shared transport is automatically provisioned when a CLEC orders switching unless the CLEC requests otherwise.

Qwest permits CLECs that purchase unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch.[24] A CLEC has the option, however, of using custom routing to direct its end user's operator services and directory assistance calls in a different manner than Qwest routes its own operator services and directory assistance calls.[25] For this application, the CLEC provides Qwest the information necessary for Qwest to create a custom routing table that is programmed within the Qwest central office switch.

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21 UNE Remand Order, ¶ 369.

22 UNE Remand Order, ¶ 372.

23 SGAT § 9.8.2.1.

24 SGAT § 9.8.2.3(c).

25 SGAT § 9.8.2.2.

Qwest permits CLECs to use shared transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLECs provide local exchange service.[26]

C. Access to Digital Cross-Connect Facilities

FCC rules require that an ILEC permit, to the extent technically feasible, a requesting CLEC to obtain the functionality provided by the ILEC's digital cross-connect systems in the same manner that the ILEC provides such functionality to interexchange carriers.[27] To comply with this requirement, Qwest offers CLECs a capability called Unbundled Customer Controlled Rearrangement Element ("UCCRE").[28] UCCRE gives CLECs access to Qwest's digital cross-connect system and provides the means by which a CLEC can control the configuration of unbundled network elements or ancillary services on a near real-time basis. UCCRE is available in Qwest wire centers that contain a digital cross-connect system that is UCCRE compatible.[29] Qwest has received no requests for UCCRE in South Dakota, but the Bench Test discussed below also tested and confirmed Qwest's ability to provide UCCRE upon request.

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26 SGAT § 9.8.2.3(d).

27 47 C.F.R. § 51.319(d)(2)(iv).

28 SGAT § 9.9.

29 SGAT § 9.9.1.

D. Unbundled Transport Provisioning and Maintenance

Prior to receiving commercial volumes for transport, Qwest conducted a "Bench Test," which demonstrated that Qwest could, upon request, provision and maintain unbundled transport in a timely and nondiscriminatory manner.

Under the Bench Test, the provisioning of unbundled transport, as well as the repair, maintenance, and billing related to the transport element, were tested. In the test, actual "CLEC" unbundled network element orders were successfully placed and fulfilled. A local service request ("LSR") or access service request ("ASR") was completed and sent to the Service Delivery Coordinator, and orders were then sent through the entire provisioning process, using all of the appropriate Operational Support Systems ("OSS"). Unbundled transport was successfully provisioned, and billing was established.

The Bench Test also included the transmission of "test calls" over the unbundled elements that were provisioned. The test calls generated local minutes of use that were captured by AMA equipment, allowing a summary bill to be created. After provisioning was completed, trouble reports were processed to test and validate Qwest processes and procedures for the repair/maintenance of these services. A complete description of the 1999 Bench Test methodology and the results of the test are contained in Exhibit KAS-TR-3.

More recently, Qwest has demonstrated its ability to provide shared transport through its success in provisioning UNE-P, a standard UNE combination that includes

shared transport and unbundled switching. Please see the affidavit of Ms. Lori Simpson for detailed information regarding Qwest's provisioning of UNE-P in South Dakota.

Qwest is providing all components of unbundled local transport on a nondiscriminatory basis. Shared transport is provided to CLECs via the same transport facilities Qwest uses for its own calls (in every instance except where the CLEC chooses to route operator services and directory assistance calls differently), so there is no discrimination in access to these facilities.

Qwest will provision unbundled dedicated transport in South Dakota utilizing a defined order and provisioning flow. Exhibit KAS-TR-4 contains a flowchart and task list that delineates the tasks performed by Qwest personnel in order to provide unbundled transport. This exhibit also includes a matrix that describes each of the work tasks identified in the flow chart. Qwest will follow these steps each time unbundled transport is ordered in South Dakota.

The unbundled switching process and provisioning flows contained in the testimony of Lori Simpson are also used for unbundled shared transport. There is no need for a separate process flow for shared transport since shared transport is automatically provisioned with unbundled switching unless the CLEC specifically selects otherwise.

Qwest maintains unbundled transport in South Dakota utilizing defined maintenance flows. Exhibit KAS-TR-5 contains a flowchart and task list that delineates the tasks performed by Qwest personnel in order to maintain unbundled transport and a matrix that describes all of the work identified in the flow chart. In summary, Qwest and

CLEC will perform cooperative testing and trouble isolation to identify where trouble points exist. If required, CLEC cross-connections will be repaired by the CLEC, and Qwest cross connections will be repaired by Qwest.[30] Maintenance and repair of shared transport facilities are the sole responsibility of Qwest.[31]

E. Performance Measurements for Unbundled Transport

Currently, the parties in the ROC proceeding have agreed that Qwest should track 10 different performance measurements for dedicated unbundled transport. These measurements concern either the installation/provisioning of DS1 and above DS1 UDITs or the repair/maintenance of these facilities. The agreed-upon measurements for unbundled transport are listed in the table below. The definitions for these performance indicators can be found in the affidavit of Mr. Michael Williams.

Indicator Number	***Checklist Item 5 Performance Indicator***
OP-3	Installation Commitments Met
OP-4	Installation Interval
OP-5	New Service Installation Without Trouble Reports for 30 Days After Installation
OP-6	Delayed Days
OP-15	Interval for Pending Orders Delayed past Due Date
MR-5	Out of Service Cleared within 4 Hours (designed repair process)
MR-6	Mean Time to Restore
MR-7	Repair Repeat Report Rate
MR-8	Trouble Rate
MR-10	Customer Related Trouble Reports

[30] SGAT § 9.6.5.1.1.

[31] SGAT § 9.8.5.1.

On September 25, 2001, the Liberty Consulting Group, an independent third party retained as part of the ROC OSS Test, completed its audit of Qwest's performance measures (PIDs) and concluded that "the audited performance measures accurately and reliably report actual Qwest performance."[32] Qwest has offered to have Liberty verify its audit by conducting data reconciliation with any CLEC that believes Qwest's performance data is inaccurate. No party has questioned the authenticity or accuracy of the performance data specific to unbundled transport.

As of August 31, 2001, Qwest had provisioned 3 UDIT orders in South Dakota. This minimal volume does not allow for statistically significant performance result comparisons.

III. SUMMARY AND CONCLUSION

Qwest satisfies the unbundled transport requirements of sections 271(c)(2)(B)(iii) and 271(c)(2)(B)(v). Qwest is providing unbundled local transport, including unbundled dedicated and shared transport, in a nondiscriminatory manner to CLECs in South Dakota. Qwest's compliance with checklist item 5 provides CLECs a meaningful opportunity to compete in South Dakota. This Commission should find that Qwest has satisfied checklist item 5.

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[32] *See* Liberty Consulting Final Performance Measures Audit Report at 2-1 which is attached to the Affidavit of Michael G. Williams regarding Performance Measures as Exhibit MGW-PERF-2.

BEFORE THE

PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET TC01-

Being first duly sworn upon oath, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 11th day of October, 2001.

Karen A. Stewart
Karen A. Stewart

OFFICIAL SEAL
JANICE KAY KUN
NOTARY PUBLIC-OREGON
COMMISSION NO. 322756
MY COMMISSION EXPIRES SEPT. 17, 2002

STATE OF Oregon

COUNTY OF Multnomah

Subscribed and sworn to before me this 11 day of October 2001.

Janice Kay Kun
Notary Public

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET TC 01-

QWEST CORPORATION'S

EXHIBITS TO THE AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEM 5 – UNBUNDLED LOCAL TRANSPORT

OCTOBER 24, 2001

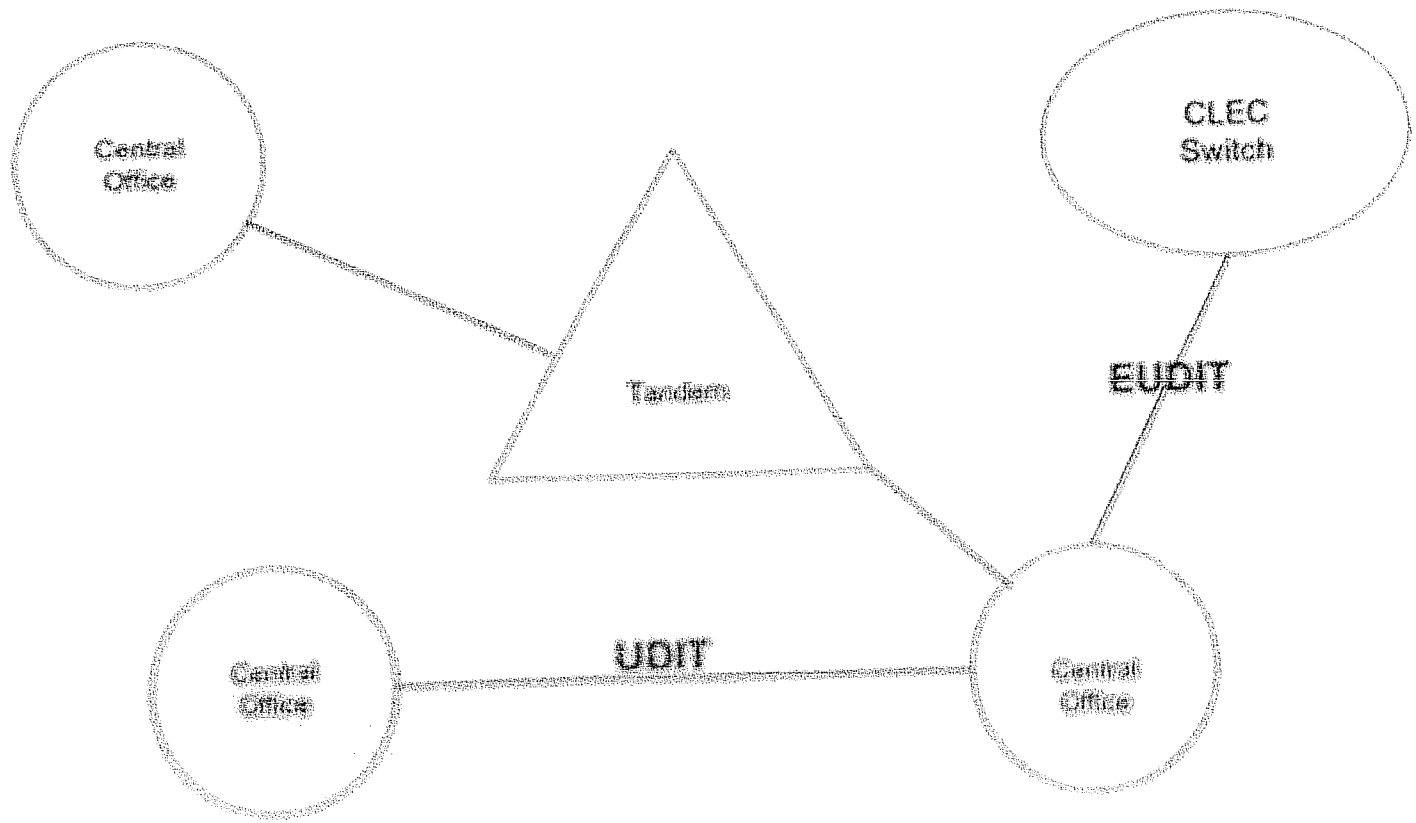
INDEX TO EXHIBITS

DESCRIPTION	EXHIBIT
Qualifications	KAS-TR-1
UDIT and E-UDIT Diagram	KAS-TR-2
1999 Bench Test Results	KAS-TR-3
Unbundled Transport Provisioning Process Flowchart and Task List	KAS-TR-4
Unbundled Transport Maintenance Process Flowchart and Task List	KAS-TR-5

QUALIFICATIONS OF KAREN A. STEWART

I received a Bachelor of Science degree in Business Administration from Portland State University in 1980, and a Masters degree in Business Administration from the University of Oregon in July 1994. I have been employed by Qwest (previously known as Pacific Northwest Bell and U S WEST) since 1981. I have held a variety of positions in Qwest, including sales, product management, regulatory affairs, issues management, and E911 project management and technical design. Currently I am responsible for representing Qwest in a number of 271 workshops related to Qwest's provisioning of unbundled network elements (UNEs).

Unbundled Dedicated Interoffice Transport (UDIT) Diagram



1999 Bench Test of

Unbundled Elements

VERSION 1.0
JULY 21, 1999

SUBJECT:	1999 BENCH TEST OF UNBUNDLED ELEMENTS
STATES INVOLVED:	ARIZONA & NEBRASKA
AUTHOR:	
AUTHOR TELEPHONE NUMBER:	
ISSUE	ONE

TABLE OF CONTENTS

1.0 GENERAL..... 3

2.0 DESCRIPTION &SCOPE..... 3

3.0 TEAM MEMBERS..... 5

4.0 TIMELINE..... 6

5.0 BUSINESS INTEGRATION TEST SUMMARY..... 7

6.0 TEST CALLING PLAN..... 16

7.0 MAINTENANCE..... 31

8.0 SUMMARY..... 32

APPENDIX A TIMELINE/SEQUENCE OF TASKS TABLE..... 33

1.0 GENERAL

1.01 In May and June of 1999, a bench test to support U S West's Section 271 filings was completed in Phoenix, Arizona and Omaha, Nebraska. The bench test was undertaken due to a lack of actual Co-Provider activity in the areas of unbundled switching and transport.

This test demonstrates and supports:

- ❖ U S West's advocacy on unbundled elements.

- ❖ That U S West processes and procedures allow for timely provisioning and maintenance of the following Section 271 Checklist items:
  - ❖ Number #5 (unbundled transport).
  - ❖ Number #6 (unbundled switching)
    - ❖ Including the feature Operator Services & Directory Assistance (OS/DA) call completion and branding

- ❖ Re-enforce results from the bench test conducted in a LIS-controlled test environment in June, 1998.

The purpose of this document is to provide test results and an assessment of our unbundled products, processes and systems.

1.02 Document issue number and date are found in the footer information of this document.

1.03 For information about this document, contact Jerry Skypeck at 612-766-2119.

2.0 DEFINITION AND SCOPE OF THE BENCH TEST

2.01 UNBUNDLED SWITCHING:

- ❖ Unbundled analog line ports were provisioned[1] and physically installed in the Phoenix, Arizona North East 5E switch.

- ❖ Unbundled analog line ports were provisioned[1] in the Omaha, Nebraska 64th Street DMS 100 switch.

See Figure one for diagram of Unbundled Element interfaces.

The unbundled analog line ports required the establishment and deployment of a unique measured Line Class Code (LCC) with Shared Transport, blockage of 900 calls and Custom Routing to a dedicated trunk group for OS/DA traffic.

2.01.01 A dedicated combined OS/DA trunk group with branding was established between the Phoenix North East 5E switch and the Toll Operator Switch (TOPS) switch in the Phoenix Main central office.

This was accomplished using the following combination of unbundled elements:
- ❖ Unbundled switching DS1 trunk port and unbundled trunk group members
- ❖ Unbundled interoffice transport.

---

[1] Provisioned is defined as Service Order creation from a "simulated" Co-Provider's Access Service Request (ASR) or Local Service Request (LSR) and processed down through all the Operational Support Systems (OSS).

The unbundled elements were terminated on designated Interconnection Distributing Frames (ICDF).

See Figure two for diagram of OS/DA infrastructure.

2.02 UNBUNDLED TRANSPORT

Unbundled interoffice transport (UDIT) orders were provisioned and physically installed between the Phoenix, Arizona North East central office and the Phoenix, Arizona Main central office. These were at the service levels of OC-n, DS3 and DS1. Orders were also provisioned and installed to test Unbundled Customer Control Reconfiguration Element (UCCRE).

Unbundled UDIT orders were provisioned between the Omaha 84th St central office and the Omaha Main central office.

2.03 The unbundled analog line ports were wired to a telephone within the central office in lieu of an unbundled loop to allow test calls. The test calls involved both local originating and terminating and OS/DA traffic.

2.04 Test calls were conducted which generated local minutes of use which were captured by Automatic Message Accounting (AMA).

Orders were completed and a summary bill created.

2.05 Test was completed by June 18, 1999. The billing results out of Customer Records Information System (CRIS) and Integrated Access Billing System (IABS) were available on the next billing cycle.

2.06 After provisioning was complete, trouble reports were processed to validate U S West's process and procedures for Repair/Maintenance.

Figure Two

4.0 Timeline

4.01 THE TIMELINE DISPLAYED IN APPENDIX A REFLECTS THE RECOMMENDED SEQUENTIAL FLOW OF ORDER ACTIVITY USED FOR BOTH THE ARIZONA AND NEBRASKA TRIALS. IT ALSO CONTAINS A TABLE TO REFLECT THE CORRESPONDING PROCESS FLOW TASKS (WHICH ARE FOUND IN CHAPTER 5) AND THE RESULTS FOR EACH OF THE SEQUENTIAL TASKS.

THE SEQUENCE USED WAS THE DOCUMENTED PROCESS TO BE FOLLOWED BY THE CO-PROVIDER. THE TEAM CONDUCTED A PRE-PLANNING MEETING WITH THE

"SIMULATED" CO-PROVIDER AND PROCESSED ALL STANDARD CUSTOMER AND CUSTOM ROUTING QUESTIONNAIRES.

4.02 The below table summarizes the individual unbundled element products. The Application ("App") Date column indicates the date that the team started the Business Integrated Test (BIT). The Due Date and Completion columns reflects the comparison between when the due and actual test completion.

ARIZONA (BETA)

Product	APP BIT Test Call	Due Date[2]	Completion
UDIT	4/14/09	4/28/09	4/28/09
UBSW Trk Port	4/16/09	4/30/09	4/30/09
UBSW Trk Grp	4/16/09	4/30/09	4/30/09
UBSW Line Port	4/20/09	5/5/09	5/5/09
Test Call Plan	5/5/09	5/19/09	5/19/09

Product	APP BIT Test Call	Due Date[2]	Completion
CR established	4/13/09	4/27/09	4/27/09
CR deployed	4/14/09	4/28/09	4/28/09

ARIZONA (RE-TEST)

Product	APP BIT Test Call	Due Date[2]	Completion
UDIT	6/2/09	6/16/09	6/16/09
UBSW Trk Port	6/2/09	6/16/09	6/17/09
UBSW Trk Grp	6/2/09	6/16/09	6/17/09
UBSW Line Port	6/2/09	6/16/09	6/16/09
Test Call Plan	6/2/09	6/16/09	6/16/09

NEBRASKA (RE-TEST)

Product	APP BIT Test Call	Due Date	Completion
UDIT	6/16/09	6/30/09	6/30/09
UBSW Trk Port	6/16/09	6/30/09	6/30/09
UBSW Trk Grp	6/16/09	6/30/09	6/30/09
UBSW Line Port	6/16/09	6/30/09	6/30/09

[1] Represents the standard provisioning intervals for these unbundled products.

[2] Projected Customer Routing and Line Class Code combinations deployment was originally established based on the bench test completion date and the due dates of the orders. Normal provisioning methods contributing an interval through the Individual Case Basis (ICB) process, which may extend the interval required for these items. The new LCC was deployed once and used for all subsequent testing.

[3] Shortened intervals were used for the Project team to ensure the bench test results would be available for the pending Arizona and Nebraska Section 271 proceedings.

5.0 Bench Test Business Integration Test (BIT) Summary

5.01 Testing took place in the Central and Eastern Region OSS Production environment. Complete detailed test scenarios, results and associated workflow OSS system screen prints can be found in the Business Integration Test (BIT) Bench Test binder.

Sub-chapter numbering will corresponding to the individual tests outlined within the documented unbundled element process flows.

Service Order Processor (SOP) is segmented specifically to:
Central Region- Service Order Processing and Provisioning (SOPAC)
Eastern Region- Service Order Local Interconnection and Resale (SOLAR)

5.02 Unbundled Dedicated Interoffice Transport (UDIT)

U S West's process and procedures for the provisioning of UDIT services is a multi-step process. Each task was tested. The provisioning flow is described in the following table.

5.02.1 **Task 1: Co-Provider submits Access Service Request (ASR) form electronically through EDI or FAX.**
UDIT order processing was initiated with a service order request received in CMOS via the Access Service Request (ASR) process. The orders passed the all system edit checks and processed to SOP and into the Service Order Processor (SOPAC) for Central Region and SOLAR for Eastern Region.

5.02.2 **Task 2: Service Delivery Coordinator (SDC) reviews ASR & initiates ASR errors.**

The only process issue encountered was the configuration of the Access Customer Termination Location (ACTL) code. The ACTL is a 11 character Common Language Location Identification (CLLI) code. The Beta UDIT order was processed with an 11 character ACTL which included a "F" in the 9th character. The "F" specifies the ICDF frame where the UDIT will terminate. The problem occurs when Trunks Integrated Record Keeping System (TIRKS) takes the ACTL and automatically looks for a planning design to use in the design process. TIRKS is 'hard-coded' to default to an 8 character CLLI when it encounters a "F" in that specified 9th position. The 8 character-based planning design only processed the design to the USW frames and not all the way to the ICDF frames where the UDIT would be terminated. The result is the design required a manual intervention to complete.

The on-going solution is to designate unique ACTLs of 11 characters without the "F" character for any Co-Provider where their only "presence" will be ICDF Collocation. This already occurs where the Co-Provider has a Physical, Virtual or Cageless Collocations.

Method and Procedures were updated and subsequent testing using an acceptable "simulated" ACTL proved successful.

5.02.3 **Task 3: SDC validates ASR request.**
The ASR was validated and all required entries were present.

5.02.4 **Task 4: SDC obtains Billing Account Number (BAN)**
We obtained 303L04 & 303108 for use as our BAN number for our "simulated" Co-Provider account.

5.02.5 **Task 5: SDC issues order to Service Order Processor (SOP) and issues Firm Order Commitment (FOC).**
The Beta UDIT order encountered an error for missing Class of Service in SOPAD. The Class of Service was missing due to the fact this was the first UDIT order provisioned in the central region. The new UDIT Class of Service of "UTL1N" was added to the appropriate SOPAD table. This order was successfully redistributed and went to Service Order Administration Control (SOAC). Subsequent UDIT orders processed error-free.

In SOAC, a Request for Manual Assistance (RMA) was received on the Beta UDIT order. This was due to a missing Universal Service Order Code (USOC). The new UDIT USOC "TUGSX" was added to the SOAC table. The USOC "TUGSX" information was only missing in the Western and Central Region where no actual UDIT orders had been previously processed. In the Eastern Region the USOC was contained in the appropriate tables. All subsequent tests were successful.

Before the order was able to proceed successfully to TIRKS, another intervention was needed to change the setup of the new UDIT class of service, in the Central Region, from "non-access service/CRIS billed" to "access service/IABS billed". The order then proceeded to TIRKS where SOAC flow-through messages 1, 2, and 3 were processed successfully.

5.02.6 **Task 6: Designer designs UDIT and sends Design Layout Record (DLR) to Co-Provider.**
The orders processed successfully through TIRKS to Work Flow Administration (WFA). The appropriate output documents were:

- Design Layout Records (DLRs) which was sent to the "simulated" Co-Provider.
- Work Order Record Document (WORD) document which was issued to the Central Office and Design Center implementation personnel.

5.02.7 **Task 7: Implementor contacts Central Office Resource Allocation Center (CORAC) to load appropriate central office technicians.**
This task was successfully completed and error-free.

5.02.8 **Task 8: CORAC loads appropriate Central Office Personnel**

This task was successfully completed and error-free.

5.02.9 **Task 9: Central Office Technician (COT) performs work steps**
This task was successfully completed and error-free.

5.02.10 **Task 10: Implementor tests circuit**
This task was successfully completed and error-free.

5.02.11 **Task 11: Order completed**
This task was successfully completed and error-free.

5.02.12 **Task 12: Co-Provider notified**
This task was successfully completed and error-free. The "simulated" Co-Provider accepted service.

5.02.13 **Task 13: Billing established**
IABS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

5.03 UNBUNDLED SWITCHING MESSAGE TRUNK PORT AND MESSAGE TRUNK GROUP AND MEMBERS

U S West process and procedures for the provisioning of Unbundled Switch Trunk Port contains thirteen (13) process tasks. Each task was tested. The provisioning flow is described in the following table.

5.03.1 **Task 1: Co-Provider requests unbundled DS1 Trunk Service (Includes DS1 Trunk Port and Associated Trunk Group/ Members.**
The Unbundled Switch Trunk Port and Group/Member orders were released through EXACT via ASR. There were some typographic errors, which were caught by EXACT, on the Beta orders. This allowed

for immediate correction and the orders re-released. Subsequent Trunk Port and Group/Member orders passed all formatting issues.

5.03.2 **Task 2: Service Delivery Coordinator (SDC) receives/verifies ASR and/or builds trunk group request form.**
This task was successfully completed and the trunk request form created.

5.03.3 **Task 3: SDC logs into TIRKS Generic Order Control (GOC).**
A process issue was encountered on the Beta orders when a USOC "TMECS" was present on the order and the Loop Facilities Assignment and Control Center (LFACS) system incorrectly assigned a local loop. "TMECS" is a line-assignable USOC that tells LFACS to assign a four-wire loop. TMECS should not have been on the orders and the Field Identifier (FID) "CTG" was substituted in its place. A check was made of the methods and the use of FID "CTG" was already documented.

The same issue from paragraph 5.02.2 around the ACTL information on UDIT, also surfaced on the Beta orders. The team used the "simulated" ACTL with an H in the 9th character and resolved the issue. There was an SOAC error with Message 1 on the Trunk Port orders (needed an allocation group assigned which occurs whenever a new ACTL is used for the first time). The Message 1 error was fixed and the order continued processing.

During the Trunk Group/Member Beta order release, it was determined that the traffic modifier in the circuit ID was not correct. The traffic modifier should be YY. The industry standard of YY traffic modifier identifies the trunk group as an unbundled element. Also the YY needed to be added in the EXACT tables because these were the first unbundled trunk group/member orders processed in "production" Central Region.

5.03.4 **Task 4: Designer creates trunk request and Work Authorization forms.**
The next orders to be processed were for the associated Unbundled Switch Trunk Group/Members. A key point to the overall order process is the timing for releasing these trunk group/member orders. The order will error out if it starts to go through the OSS systems before the trunk port order is in a pending "P"status (meaning design-processed through TIRKS).

5.03.5 **Task 5: Designer assigns/designs trunk port and trunk group/members.**
The Trunk Group/Member orders were released and were successfully loaded into TIRKS and appeared on the TIRKS list for processing. The orders continued, successfully, through TIRKS, a DLR was created and processed into WFA.

An issue arose concerning which internal design group would handle the request within the Des Moines Design Center. The Beta test orders went to two different groups, the trunk port orders went to the Unbundled Network Element design team in Des Moines and the trunk group/member orders went to the Feature Group/ LIS design team. After discussion with the appropriate design groups, it was decided that there is a functional synergy to have both orders designed in the same group.

Subsequent testing involved the single design group and processed smoothly through the Des Moines Design.

5.03.6 **Task 6: Facility Design Layout and/or Circuit Design Layout record is created and SDC sends FOC to Co-Provider.**
This task was successfully completed and error-free.

5.03.7 **Task 7: Implementor coordinates DS1 trunk port and Trunk group installation and resolves jeopardies.**
This task was successfully completed and error-free.

5.03.8 **Task 8: Load Specialist loads Central Office technician (COT) with work steps**
This task was successfully completed and error-free.

5.03.9 **Task 9: COT completes CO wiring cross-connects**
This task was successfully completed and error-free.

5.03.10 **Task 10: COT performs conformance testing**
This task was successfully completed and error-free.

5.03.11 **Task 11: Implementor records test results and completes order.**
This task was successfully completed and error-free.

5.03.12 **Task 12: Co-provider notified**
This task was successfully completed and error-free.

5.03.13 **Task 13: Billing established**
IABS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

5.04 UNBUNDLED SWITCH ANALOG LINE PORT

U S West's process and procedures for the provisioning of Unbundled Line Port contains sixteen (16) process tasks. Each task was tested. The provisioning flow is described in the following table.

5.04.1 **Task 1: Co-Provider submits Local Service Request (LSR) form submitted via IMA or FAX.**
Unbundled Switch Analog Line Port orders were processed in CRIS via the Local Service Request (LSR) and proceeded in SOPAD and SOLAR successfully.

5.04.2 **Task 2: Screener receives electronic document & validates LSR form entries.**
This task was successfully completed and error-free.

5.04.3 **Task 3: Service Delivery Coorinator (SDC) validates order.**
This task was successfully completed and error-free.

5.04.4 **Task 4: SDC obtains Summary Billing Number.**
The summary billing number was the telephone numbers of our analog line ports.

5.04.5 **Task 5: SDC issues order to Service Order Processor (SOP).**
This task was successfully completed and the order sent to SOPAD (central region) and SOLAR (eastern region).

5.04.6 **Task 6: SDC issues Firm Order Commitment (FOC)**
This task was successfully completed and error-free.

5.04.7 **Task 7: Co-Provider receives inquiry response.**
This task was successfully completed and error-free.

5.04.8 **Task 8: Designer designs unbundled switch port to Co-Provider termination point.**
The order processed successfully through LFACS, through the SOAC-TIRKS Interface and into TIRKS.

The only issue uncovered was, during the Nebraska test, the DMS-100 switch used required the SOAC USOC table field CONDUCTOR changed from 0 to 2. This allowed Office Equipment (OE) to be assigned. All tables within the three regions were updated for subsequent processing.

In the Order Automation process, the Beta Unbundled Switch Analog Line Port erred out because of a system issue around the tie pair inventory. A tie pair was located and assigned and the order was re-sent through the Order Automation process. The Order Automation process ended successfully. A DLR was produced and the order was distributed to the WFA Systems. Subsequent Analog Line Port orders processed were successful.

5.04.9 **Task 9: Implementor coordinates cut (start) time with Co-Provider and Local Resource Allocation Center (LRAC).**
This task was successfully completed and error-free.

5.04.10 **Task 10: LRAC loads Central Office work steps**
This task was successfully completed and error-free.

5.04.11 **Task 11: Central Office technician (COT) performs work**
This task was successfully completed and error-free.

5.04.12 **Task 12: COT completes Line Translations**
This task was successfully completed and error-free.

5.04.13 **Task 13: Circuit is tested**
This task was successfully completed and error-free.

5.04.14 **Task 14: Order completed**
This task was successfully completed and error-free.

5.04.15 **Task 15: Co-Provider notified**
This task was successfully completed and error-free.

5.04.16 **Task 16: Billing established**
CRIS billing results indicated non-recurring and recurring billing information. Also the customer bill reflected the individual unbundled elements ordered and the rates elements entered for the test.

The test successfully captured Minutes of Use (MOUs) in support of Shared Transport. However, there were system limitations preventing a billing separation of Intra-switch and Inter-switch MOUs. This will be available when a Change Request (CR) in CRIS is implemented in August of 1999.

5.05 CUSTOM ROUTING:

5.05.1 Pre-Planning questionnaires were filled out for the Custom Routing work required in both the 5E switch and the TOPS (DMS) switch. This work mirrored what would be required of the Co-Provider, up-front, which specifies the particular branding scenarios.

5.05.2 These questionnaires were sent to the appropriate internal work groups for the Translation work to begin. A request was made for an unique Line Class Code (LCC) to be established to direct OS/DA routing, Upon receipt of this new LCC, it was passed to the "simulated" Co-Provider for upcoming Local Service Requests (LSRs).

5.06 UNBUNDLED CUSTOMER CONTROL RECONFIGURATION ELEMENT (UCCRE):

Test orders for UCCRE were submitted successfully through the UDIT process flows with the following additional procedures:

-UCCRE requires a Co-Provider fill out a questionnaire specifying which network reconfiguration requirements are needed. This questionnaire asks whether a Co-Provider requires either Attendant (USW access) or Dial-Up (Co-Provider access) controller access options and was successfully processed by the team's "simulated" Co-Provider and sent to the appropriate internal work group.

-UCCRE process requires terminating one end of an UDIT in a U S West Digital Access Control System (DACS). Our test included successfully installing multiple UDITs in the DACS with designated ports that were programmed into the remote access system "Flex-Com".

-Remote reconfigurations of the multiple UDITs, through "Flex-Com", were successfully completed to test various port configurations. These were done both as Attendant option and "simulated" Co-Provider Dial-Up option.

6.0 TEST CALL PLAN

6.01 The test began with Dial Tone being verified and Automatic Number Identification (ANI) performed to validate installation of the Analog Line Port Translations. Terminating calls also were made to the telephone numbers of the unbundled line port to validate ability to call the port.

UNBUNDLED ANALOG LINE PORT (SAMPLE TEST CALL PLAN)
TELEPHONE # 602-956-9255
PHOENIX NORTH EAST CENTRAL OFFICE, PHOENIX, ARIZONA
SWITCH=5E
Custom Routing Unique Line Class Code=XYZ

Call Type Expectations

CALL TYPE	NP ROUTE TYPE	1+ ROUTE TYPE	0+ ROUTE TYPE
LOCAL 7DIG (602-955-1955)	LOC_RTE	1+ACDE	0+ACDE
LOCAL HNPA	LOC_RTE	1+ACDE	CLEC_OPR
LOCAL FNPA	LOC_RTE	1+ACDE	CLEC_OPR
ZERO MINUS	CLEC_OPR		
411	CLEC_OPR	CLEC_OPR	0+ACDE
555 7DIGIT	CLEC_OPR	1+ACDE	0+ACDE
911	911_RTE	911_RTE	911_RTE

(ACND= Access code not dialed recording ACDE= Access code dial in error recording)

(Call Type Results in **Bold Green**)

6.02 Mechanized front end branding of "simulated" Co-Provider XYZ was received for both Operator Assistance and Directory Assistance.

The operator's terminal screen was not initially displaying the ANI of our Analog Line Port but rather a default NPA-NNX. The problem was found to be an error in the TOPS BC (Billing Code) table. Our Line Port telephone number was added and the problem was resolved.

The operator's terminal screen also was not displaying the Co-Provider branding designation of XYZ. This problem was resolved by adding XYZ as Service Provider Identification (SPID) to the switch translations at the TOPS switch.

Back-end mechanized branding was received for Toll Operator Assistance.

The back-end mechanized branding for Direct Assistance was received as a generic brand and not our XYZ brand. This was due to the current IVS equipment limitations in the Phoenix TOPS switch. This limitation allows only two (2) mechanized branding; a generic and U S West specific. A retrofit to ISN NAV equipment to TOPS switches across the region is on-going and should be completed by 10-25-99. This retrofit will allow multiple branding.

Manual back end Co-Provider branding for both OS and DA were received whenever the operator was involved in a charge-type calls (ie; Credit Card).

6.03 Upon completion of the above test calls, the LCC was changed on our analog line port to a U S West customer and the same calls made to test consistency and parity.

******Change LCC on 602-956-9255 from XYZ to AW1******

CALL TYPE	NP ROUTE TYPE	1+ ROUTE TYPE	0+ ROUTE TYPE
LOCAL 7DIG	**LOC_RTE**	**1+ACDE**	**0+ACDE**
LOCAL HNPA	**LOC_RTE**	**1+ACDE**	**BOC_OPR**
LOCAL FNPA	**LOC_RTE**	**1+ACDE**	**BOC_OPR**
ZERO MINUS	**BOC_OPR**		
411	**BOC_OPR**	**BOC_OPR**	**0+ACDE**
555 7DIGIT	**BOC_OPR**	**1+ACDE**	**0+ACDE**
911	**911_RTE**	**911_RTE**	**911_RTE**

(Call Type Results in **Bold Green**)

6.03.01 All call type routing was received as expected, including routing calls to USW-branded Operator Services and Directory Assistance.

6.04 The Analog Line Port and its LCC was changed to one existing in the Phoenix North East to verify blockage of 900, 960 and 976 calls. The test was performed and the call results were blocked with a VACANT call announcement.

******Change LCC on 602-956-9255 from 1MB to AM4******
to verify 900 Blocking

CALL TYPE	NP ROUTE TYPE	1+ ROUTE TYPE	0+ ROUTE TYPE
LOCAL 7DIG	LOC_RTE	1+ACDE	0+ACDE
900	**VACANT**	**VACANT**	**VACANT**
960	**VACANT**	**VACANT**	**VACANT**
976	**VACANT**	**VACANT**	**VACANT**
ZERO MINUS	BOC_OPR		
411	BOC_OPR	BOC_OPR	0+ACDE

(Call Type Results in **Bold Green**)

6.05 Figure Five displays the captured Automatic Message Accounting (AMA) data reflecting the actual minutes of use incurred by the unbundled line port while making local calls. The Shared Transport MOUs would represent the billed entity for Shared Transport.

Figure Five
Line Class Code XYZ

Call #1

SEAD-219744628 99-05-11 08:43:31 078678 AMA PHNXAZNEDC0
M REPT AMATRC AMA RECORD ON REQUESTED DIRECTORY NUMBER

ORIGINATING SM/PORT = 41/H'61B TERMINATING SM/PORT = 2/H'7BA

09 39 00 00 aa 00 50 2c 00 1c 90 51 1c 0c 00 0c 60 2c 95 69 25 5c 1c 00 60
2c 9a 77 46 3c 09 42 05 4c 00 00 01 24 1c 00 2c

Field Name	Char.	Value	Meaning
RECORD DESCRIPTOR	1-8	00290000	RDW
RECORD HEADER	1-2	aa	No Fill Char Expected in This Record
STRUCTURE CODE	1-5	00502	Structure Code
CALL TYPE	1-3	001	Detailed Message Rate,Timed, With MBI
DATE	1-5	90511	05/11/*9
CLG PARTY OFF-HK IND	1	0	Called party off-hook detected
SERVICE FEATURE	1-3	000	Other (All Sensors)
ORIGINATING NPA	1-3	602	NPA
ORIGINATING NUMBER	1-3	956	NXX
	4-7	9255	Four Digit Number
OVERSEAS INDICATOR	1	1	Not Overseas Call (NPA not dialed)
TERMINATING NPA	1-2	00	Overseas Expander Position
	3-5	602	NPA
TERMINATING NUMBER	1-3	957	NXX
	4-7	7403	Four Digit Number
CONNECT/ANSWER TIME	1-7	0842054	08:42:05.4
ELAPSED TIME	1-9	000001241	00001:24.1
WATS BAND or MBI	1-3	002	WATS Band Or Type Indicator

End of Record----

Intra-Switch

Call #2

```
   S4AD-215744628 99-05-11 08:46:09 078785 AMA PHNXAZNEDC0
M  REPT AMATRC AMA RECORD ON REQUESTED DIRECTORY NUMBER

  ORIGINATING SM/PORT = 41/H'61B        TERMINATING SM/PORT = 63/H'675

--------------------------------------------------------------------------------
00 46 00 00 aa 40 50 2c 00 1c 90 51 1c 0c 00 0c 60 2c 95 69 25 5c 1c 00 60
3c 37 90 31 4c 08 44 05 6c 00 00 02 02 5c 00 2c 72 0c 00 2c ff ff ff ff ff
ff ff ff ff ff ff ff ff ff ff ff ff ff 10 10 00 0c 00 0c
--------------------------------------------------------------------------------
```

Field Name	Char.	Value	Meaning
RECORD DESCRIPTOR	1-8	00460000	RDW
RECORD HEADER	1-2	aa	No Fill Char Expected in This Record
STRUCTURE CODE	1-5	40502	Structure Code
CALL TYPE	1-3	001	Detailed Message Rate,Timed, With MBI
DATE	1-5	90511	05/11/*9
CLD PARTY OFF-HK IND	1	0	Called party off-hook detected
SERVICE FEATURE	1-3	000	Other (All Sensors)
ORIGINATING NPA	1-3	602	NPA
ORIGINATING NUMBER	1-3	956	NXX
	4-7	9255	Four Digit Number
OVERSEAS INDICATOR	1	1	Not Overseas Call (NPA not dialed)
TERMINATING NPA	1-2	00	Overseas Expander Position
	3-5	602	NPA
TERMINATING NUMBER	1-3	379	NXX
	4-7	0314	Four Digit Number
CONNECT/ANSWER TIME	1-7	0844056	08:44:05.6
ELAPSED TIME	1-9	000002025	00002:02.5
WATS BAND or MBI	1-3	002	WATS Band Or Type Indicator
EBAF MODULE CODE	1-3	720	Local Number Portability Mod
PARTY IDENTIFIER	1-3	002	Terminating Party Data

Shared Transp

7.0 REPAIR/MAINTENANCE

7.01 UNBUNDLED SWITCHING

U S West's process and procedures for the maintenance and repair of Unbundled Switching contains sixteen (16) process tasks. Each task was tested. The provisioning flow is described in the following table.

7.01.1 Task 1: Co-Provider isolates trouble to Switch Port and submits ticket.

The maintenance test involved reporting a trouble condition on one of the installed unbundled switch line ports from the provisioning section of the bench test.

The "simulated" Co-Provider submitted trouble tickets via:
- -Interconnect Mediated Access (IMA) mechanized entry
- -Manual telephone call to the Account Maintenance Service Center (AMSC)

The process identifies certain tasks based on whether the Co-Provider will send their trouble reports either via IMA or a direct call into the AMSC.

7.01.2 Task 2: Co-Provider creates trouble ticket.

The IMA mechanized process involved two scenarios where the "simulated" Co-Provider reported the unbundled line port as both a base telephone number format (602-956-9255) and as a complete designed services circuit identification format (19 SNNU 602-956-9255). The process differed slightly depending on the reporting format.

When the " simulated" Co-Provider reported the complete circuit identification and clicked on the "Design Ticket" button, IMA returned a designed services trouble ticket format and after completing the entries, IMA successfully sent the ticket automatically to WFA-C.

When the " simulated" Co-Provider reported an incomplete circuit identification with just the telephone number, IMA assumed it was a POTS trouble and automatically entered a non-design trouble ticket in LMOS. A flag was received in the AMSC and the trouble ticket dropped out to be manually screened. In the AMSC, it was found that the circuit was not POTS and did not reside in LMOS but as a Designed Service residing in WFA-C. The screener cancelled the LMOS ticket and manually entered a trouble ticket into WFA-C. The screener called the "simulated" Co-Provider with the new WFA-C trouble ticket number.

7.01.3 **Task 3: AMSC process call from Co-Provider.**

This task is required when the Co-Provider directly calls the AMSC to report trouble.

The call was successfully answered, within 1 to 3 rings each time, by a U S West Repair Service Attendant (RSA).

7.01.4 **Task 4: AMSC creates trouble ticket.**

The RSA took the trouble information from the "simulated" Co-Provider. This information included:

- -Circuit Identification (CKT ID)
- -Reported trouble condition
- -Co-Provider name and call-back number
- -Access hours
- -Any special requirements (ie; test only between certain hours, etc)

The RSA successfully found the CKT ID in Work Flow Administration/ Control (WFA-C) and generated a trouble ticket with the "simulated" Co-Provider on the line.

The RSA provided the trouble ticket number to the Co-Provider.

7.01.5 **Task 5: Service Assurance Technician (SAT) analyzes trouble ticket and hand-off to appropriate maintenance organization.**

The trouble ticket appeared on the appropriate WFA-C work lists and was "picked up" by the Des Moines Designed Service Center and was handed off to the appropriate Central Office work lists in Work Flow Administration/Dispatch In (WFA-DI).

7.01.6 **Task 6: SAT follows major outage notification processes.**

Our test trouble reports did not involve any major outage.

7.01.7 **Task 7: Resolve Line Translation problem.**

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.01.8 Task 8: SAT hands ticket off to I&M technician dispatch.

No outside dispatch is required for unbundled switching port trouble resolution.

7.01.9 Task 9: CORAC loads appropriate LNO technician.

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA/DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.01.10 Task 10: LNO technician isolates trouble.

Based upon the analysis of the trouble condition, the test simulated a "pick-up" of the ticket by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.01.11 Task 11: LNO technician repairs trouble.

Based upon the analysis of the trouble condition, the test simulated a trouble resolution by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.01.12 Task 12: LNO technician closes their ticket.

Based upon the analysis of the trouble condition, the test simulated a ticket closure by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.01.13 Task 13: LNO technician contacts SAT with ticket results.

Based upon the analysis of the trouble condition, the test simulated a call back to the SAT. The step was successfully completed but the actual technician dispatch was not generated.

7.01.14 Task 14: SAT contacts Co-Provider and provides trouble disposition.

The SAT contacted the "simulated" Co-Provider with successful trouble resolution.

7.01.15 Task 15: Co-Provider accepts closure.

Co-Provider accepted ticket resolution.

7.01.16 Task 16: SAT closes WFA-C trouble process.

SAT closed the trouble ticket in WFA-C upon Co-Provider acceptance.

7.02 UNBUNDLED TRANSPORT

U S West's process and procedures for the maintenance and repair of Unbundled Transport contains fifteen (15) process tasks. Each task was tested. The provisioning flow is described in the following table.

7.02.1 Task 1: Co-Provider isolates trouble in unbundled interoffice transport (UDIT) and reports trouble.

The maintenance test involved reporting a trouble condition on one of the installed UDITs from the provisioning section of the bench test.

The "simulated" Co-Provider submitted trouble tickets via:
-IMA mechanized entry
-Manual telephone call to the Account Maintenance Service Center (AMSC)

The process indicates tasks based on whether the Co-Provider will send their trouble reports via IMA or a direct call into the AMSC.

7.02.2 Task 2: Co-Provider creates trouble ticket.

The IMA mechanized process involved the "simulated" Co-Provider reporting the UDIT as a complete designed services circuit identification format (14 HCFU 979430 MS).

When the Co-Provider reported the complete circuit identification and clicked on the "Design Ticket" button, IMA returned a design services trouble ticket format and after all entries were completed, IMA successfully sent the ticket automatically to WFA-C.

7.02.3 Task 3: AMSC process call from Co-Provider.

This task is required when the Co-Provider uses a manual telephone call to report trouble.

The call was successfully answered, within 1 to 3 rings each time, by a U S West Repair Service Attendant (RSA).

7.02.4 Task 4: AMSC creates trouble ticket.

The RSA took the trouble information from the "simulated" Co-Provider. This information included:

-Circuit Identification (CKT ID)
-Reported trouble condition
-Co-Provider name and call-back number
-Access hours
-Any special requirements (ie; test only between certain hours, etc)

The RSA successfully found the CKT ID in Work Flow Administration/ Control (WFA-C) and generated a trouble ticket with the "simulated" Co-Provider on the line.

The RSA provided the trouble ticket number to the Co-Provider.

7.02.5 Task 5: Service Assurance Technician (SAT) analyzes trouble ticket and hand-off to appropriate maintenance organization.

The trouble ticket appeared on the appropriate WFA-C work lists and was "picked up" by the Des Moines Designed Service Center and was handed off to the appropriate Central Office work lists in Work Flow Administration/ Dispatch In (WFA-DI).

7.02.6 Task 6: SAT follows major outage notification processes.

Our test trouble reports did not involve any major outage.

7.02.7 Task 7: SAT hands ticket off to CORAC technician dispatch.

Based upon the analysis of the trouble condition, the test simulated a hand-off to the CORAC work group via the WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.8 Task 8: CORAC loads appropriate LNO technician.

Based upon the analysis of the trouble condition, the test simulated a hand-off to the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.9 Task 9: LNO technician isolates trouble.

Based upon the analysis of the trouble condition, the test simulated a "pick-up" of the ticket by the Central Office work groups via their WFA/DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.10 Task 10: LNO technician repairs trouble.

Based upon the analysis of the trouble condition, the test simulated a trouble resolution by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.02.11 Task 11: LNO technician closes WFA/Dispatch In (WFA/DI) ticket.

Based upon the analysis of the trouble condition, the test simulated a ticket closure by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.02.4 Task 4: AMSC creates trouble ticket.

The RSA took the trouble information from the "simulated" Co-Provider. The information included:

-Circuit Identification (CKT ID)
-Reported trouble condition
-Co-Provider name and call-back number
-Access hours
-Any special requirements (ie, test only between certain hours, etc)

The RSA successfully found the CKT ID in Work Flow Administration Control (WFA-C) and generated a trouble ticket with the "simulated" Co-Provider on the line.

The RSA provided the trouble ticket number to the Co-Provider.

7.02.5 Task 5: Service Assurance Technician (SAT) analyzes trouble ticket and hand-off to appropriate maintenance organization.

The trouble ticket appeared on the appropriate WFA-C work lists and was "picked up" by the Des Moines Designed Service Center and was handed off to the appropriate Central Office work lists in Work Flow Administration/ Dispatch In (WFA-DI).

7.02.6 Task 6: SAT follows major outage notification process.

Our test trouble reports did not involve any major outage.

7.02.7 Task 7: SAT hands ticket off to CORAC technician dispatch.

Based upon the analysis of the trouble condition, the test involved a hand-off to the CORAC work group via the WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.8 Task 8: CORAC loads appropriate LNO technician.

Based upon the analysis of the trouble condition, the test involved a hand-off to the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.9 Task 9: LNO technician isolates trouble.

Based upon the analysis of the trouble condition, the test involved a "pick-up" of the ticket by the Central Office work groups via their WFA-DI work lists. The step was successfully completed but the actual technician dispatch was not generated.

7.02.10 Task 10: LNO technician repairs trouble.

Based upon the analysis of the trouble condition, the test involved a trouble resolution by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.02.11 Task 11: LNO technician closes WFA Diagnosis In (WFA-DI) ticket.

Based upon the analysis of the trouble condition, the test involved a ticket closure by the Central Office work groups. The step was successfully completed but the actual technician dispatch was not generated.

7.02.12 **Task 12: LNO technician contacts SAT with ticket results.**

Based upon the analysis of the trouble condition, the test conducted a call back to the SAT. The step was successfully completed but the actual subscriber dispatch could not be performed.

7.02.13 **Task 13: SAT contacts Co-Provider and provides trouble disposition.**

The SAT contacted the "simulated" Co-Provider with successful trouble resolution.

7.02.14 **Task 14: Co-Provider accepts closure.**

Co-Provider accepted ticket resolution.

7.02.15 **Task 15: SAT closes Work Flow Administration Control (WFA-C) trouble ticket.**

SAT closed the trouble ticket in WFA-C upon Co-Provider acceptance.

8.0 SUMMARY:

8.01 The ground rule of the Bench Test plan was to follow the current documented processes (see chapter 3 Summary of BIT test results) that support Unbundled Elements and Custom Routing. Within the process, whenever any functions were required of the Co-Provider, it was handled by the team's designated "simulated" Co-Provider.

8.02 The bench test format consisted of provisioning a series of Beta orders. The team identified any issues and made the necessary process and/or system changes. Then re-tested the process through an additional series of orders. This re-testing proved the validity of any process and/or system changes.

The issues encountered on the Beta orders were of the type to be anticipated and not unusual due to the fact this was the first time these particular unbundled products were processed in Arizona and Nebraska. All issues were resolved and subsequent re-testing was processed successfully.

8.03 All input/outputs documents identified in the UDIT, Unbundled Trunk Ports and Trunk group/members processes were issued. The orders were processed through U S West's Designed Services flow.

8.04 The ACTL code, an 11 character Common Language Location Identification (CLLI), will be required for ICDF Collocation for design flow-through to occur. This is similar to the current ACCE procedure for Physical, Virtual and Cageless Collocation. The Methods &Procedures were updated to include the requirement and orders re-tested to verify completion.

8.05 UCCRE was successfully tested to include terminating multiple UDIT orders on a DACS and using "Flex-Com" to provide remote reconfigurations, testing both Attendant (USW control access) and End-Up (Co-Provider control access) options.

8.06 Orders were wired and tested per the Combination Point of Interconnection (POI) process instructions, which assumes the Co-Provider is responsible to perform the cross-connect functions. In the test, USW technicians "simulated" Co-Provider activity in combining unbundled elements.

If USW technicians are legally or contractually required to perform the cross-connect function for the Co-Provider, the current Connecting Facility Assignment (CFA) process, as place today, must be used to provide the technicians the related cross-connect information.

8.07 The test call plan, involving "live" calls, was conducted on 8-3-00 and also on 8-7-00. Using a standard USW test call type expectation grid, actual calls were placed and the results documented (see chapter 6).

8.08 In the area of Co-Provider OS/DA branding the following was found:

- Front end mechanized Co-Provider branding was received on all calls to Operator Services and Directory Assistance.
- At the actual Operator terminal positions, OS/DA translation-driven table entries were required to display the ANI of our analog line port telephone number and the specific Co-Provider brand. Table updates were performed and the ANI and brand were displayed on subsequent calls.
- There were equipment limitations in the TOPS switch which prevented multiple Co-Provider branding for Direct Assistance. This will be resolved with the current on-going USW switch retrofit.

- On test calls resulting in charges (ie, Credit Card) the operator completed the call process and manually gave a back end branding of "Thank you for using XYZ". Operator procedure would be any received calls that do not have a brand displayed on the terminal, indicate a USW customer and receive "Thank you for using USW". Any calls displaying a brand on the terminal (ie, Co-Providers, Independent Company) indicate a Co-Provider customer and receive the specific brand.

8.09 Repair/Maintenance tests were conducted and trouble tickets successfully submitted through both mechanized IMA or direct calls into the Account Maintenance Service Center (AMSC). The trouble tickets were successfully processed through the various trouble resolution hand-offs and were completed.

Unbundled transport trouble tickets were successfully submitted through IMA even though the UDIT circuits were provisioned through EXACT.

8.10 In summary, the 1999 Bench Test proved the validity of U S West's processes and systems and supported the advocacy on unbundled elements. It provides the validation required for Section 271 Checklist items #5 (unbundled transport) & #6 (unbundled switching).

The test also re-enforced the results from the 1998 Lab-controlled Bench Test by validating the tests in U S West's OSS Production environment in both Central and Eastern regions.

The additional Custom Routing test provided the opportunity to process complex translations within a TOPS switch to successfully route a Co-Provider dedicated OS/DA call completion and provide Co-Provider branding.

APPENDIX A

7.02.12 Task 12: LNO technician contacts SAT with ticket results.

Based upon the analysis of the trouble condition, the test simulated a call back to the SAT. The step was successfully completed but the actual technician dispatch was not generated.

7.02.13 Task 13: SAT contacts Co-Provider and provides trouble disposition.

The SAT contacted the "simulated" Co-Provider with successful trouble resolution.

7.02.14 Task 14: Co-Provider accepts closure.

Co-Provider accepted ticket resolution.

7.02.15 Task 15: SAT closes Work Flow Administration-Control (WFA-C) trouble ticket.

SAT closed the trouble ticket in WFA-C upon Co-Provider acceptance.

8.0 SUMMARY:

8.01 The ground rule of the Bench Test plan was to follow the current documented processes (see chapter 5 Summary of BIT test results) that support Unbundled Elements and Custom Routing. Within the process, whenever any functions were required of the Co-Provider, it was handled by the team's designated "simulated" Co-Provider.

8.02 The bench test format consisted of provisioning a series of Beta orders. The team identified any issues and made the necessary process and/or system changes. Then re-tested the process through an additional series of orders. This re-testing proved the validity of any process and/or system changes.

The issues encountered on the Beta orders were of the type to be anticipated and not unusual due to the fact this was the first time these particular unbundled products were processed in Arizona and Nebraska. All issues were resolved and subsequent re-testing was processed successfully.

8.03 All input/outputs documents identified in the UDIT, Unbundled Trunk Ports and Trunk group/members processes were issued. The orders were processed through U S West's Designed Services flow.

8.04 The ACTL code, an 11 character Common Language Location Identification (CLLI), will be required for ICDF Collocation for design flow-through to occur. This is similar to the current ACTL procedure for Physical, Virtual and Cageless Collocation,. The Methods &Procedures were updated to include this requirement and orders re-tested to verify completion.

8.05 UCCRE was successfully tested to include terminating multiple UDIT orders on a DACS and using "Flex-Com" to provide remote reconfigurations, testing both Attendant (USW control access) and Dial-Up (Co-Provider control access) options.

8.06 Orders were wired and tested per the Combination Point of Interconnection (POI) process instructions, which assumes the Co-Provider is responsible to perform the cross-connect functions. In the test, USW technicians "simulated" Co-Provider activity in combining unbundled elements.

If USW technicians are legally or contractually required to perform the cross-connect function for the Co-Provider, the current Connecting Facility Assignment (CFA) process, in place today, must be used to provide the technicians the related cross-connect information.

8.07 The test call plan, involving "live" calls, was conducted on 5-5-99 and also on 6-7-99. Using a standard USW test call type expectation grid, actual calls were placed and the results documented (see chapter 6).

8.08 In the area of Co-Provider OS/DA branding the following was found:

- Front end mechanized Co-Provider branding was received on all calls to Operater Services and Directory Assistance.
- At the actual Operator terminal positions, OS/DA translation-driven table entries were required to display the ANI of our analog line port telephone number and the specific Co-Provider brand. Table updates were performed and the ANI and brand were displayed on subsequent calls.
- There were equipment limitations in the TOPS switch which prevented multiple Co-Provider branding for Direct Assistance. This will be resolved with the current on-going ISN NAV switch retrofit.

- On test calls resulting in charges (ie; Credit Card) the operator completed the call process and manually gave a back end branding of "Thank you for using XYZ". Operator procedures specified any received calls that do not have a brand displayed on the terminal, indicate a USW customer and receive "Thank you for using USW". Any calls displaying a brand on the terminal (ie; Co-Providers, Independent Company) indicate a Co-Provider customer and receive the specific brand.

8.09 Repair/Maintenance tests were conducted and trouble tickets successfully submitted through both mechanized IMA or direct calls into the Account Maintenance Service Center (AMSC). The trouble tickets were successfully processed through the various trouble resolution hand-offs and were completed.

Unbundled transport trouble tickets were successfully submitted through IMA even though the UDIT circuits were provisioned through EXACT.

8.10 In summary, the 1999 Bench Test proved the validity of U S West's processes and systems and supported the advocacy on unbundled elements. It provides the validation required for Section 271 Checklist items #5 (unbundled transport) & #6 (unbundled switching).

The test also re-enforced the results from the 1998 Lab-controlled Bench Test by validating the tests in U S West's OSS Production environment in both Central and Eastern regions.

The additional Custom Routing test provided the opportunity to process complex translations within a TOPS switch to successfully route a Co-Provider dedicated OS/DA call completion and provide Co-Provider branding.

APPENDIX A

APPENDIX A (CONTINUED)

CONTINUATION

[4]

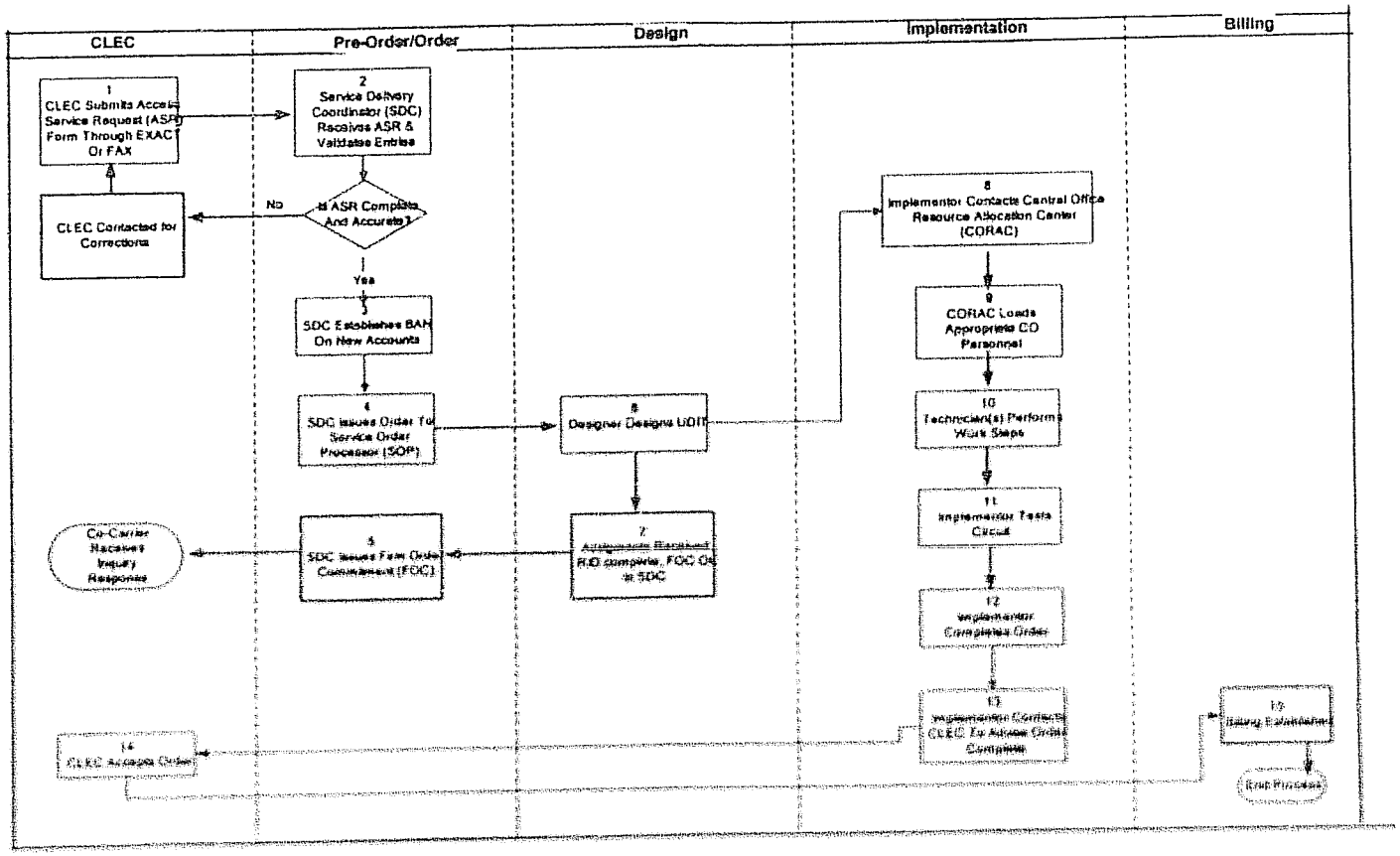
Scan ~ ~ # Pgs [ ]

APPENDIX A (CONTINUED)

Issue/ Activity	Process Flow Reference	Status
Select Central Office in Arizona and Nebraska	Pre-Planning meeting with "simulated" Co-Provider and USW Account Team	**Completed** Phoenix NorthEast and Omaha, Nebraska central offices selected
Gather CLLI codes for switches, frames and NNXs involved	Pre-Planning meeting with "simulated" Co-Provider and USW Account Team	**Completed** CLLI were gathered and a 11 character ACTL created in CLONES to represent Co-Provider (PHNXAZNEHJ8)
Check ZCID of Z99 is valid in CRIS and IABS billing tables	Various Billing Account Number (BAN) tasks within Unbundled Switch & Transport	**Completed** This ZCID is for test purposes. Each Co-Provider has an unique ZCID
Conduct Pre-Order Mtg to fill out Customer Questionnaire and Custom Routing forms -Unbundled Line Port -OPS/DA switch port -Unbundled Trunk Port	Pre-Planning meeting with "simulated" Co-Provider and USW Account Team	**Completed** All M&Ps reflect the use of these questionnaires for on-going order activity
Establish new CLEC measured LCC based on Custom Routing forms	Custom Routing tasks	**Completed** Code=XYZ (test purposes)
Create Unbundled Switch DS1 Trunk Port Order and Trunk group/members orders	Unbundled Switch Trunk Port Tasks 3 & 4	**Completed** Orders submitted to BIT team for testing. After test, all M&Ps updated to reflect test results. See Appendix A for detailed order sample
Create UDIT order between Wire Ctr and OPS/DA switch	Unbundled UDIT tasks 1-5	**Completed** Order submitted to BIT team for testing. After test, all M&Ps updated to reflect test results. See Appendix A for detailed order sample
Deploy new CLEC LCC	Custom Routing tasks	**Completed** Deployed 4-29-99

into CO		
Start Bit Test of Issuance of DS1 trunk Port, Trk group/ members &UDIT orders	Unbundled Switch Trunk Port tasks 4-12 Unbundled UDIT tasks 6-13	**Completed** Orders were wired and completed per the Design Documents.
Create Unbundled analog line port order	Unbundled Switch Line Port Tasks 1-7	**Completed** Order submitted to BIT After test, all M&Ps updated to reflect test results. See Appendix A for detailed order sample
Start Bit Test of Issuance of unbundled line port order	Unbundled Switch Line Port Tasks 8-16	**Completed** Orders were wired and completed per the Design Documents.
Conduct Test Calls using Test Plan		**Completed** Test conducted on 5-5-99 and the results can be found in Test Plan section
Gather AMA records of Minutes of Use for Local calls		**Completed** Sample AMA record trace completed
Create a bill which shows MOUs & access charges suppressed	Unbundled Elements various billing tasks	**Completed** Sample CRIS and IABS billing records generated

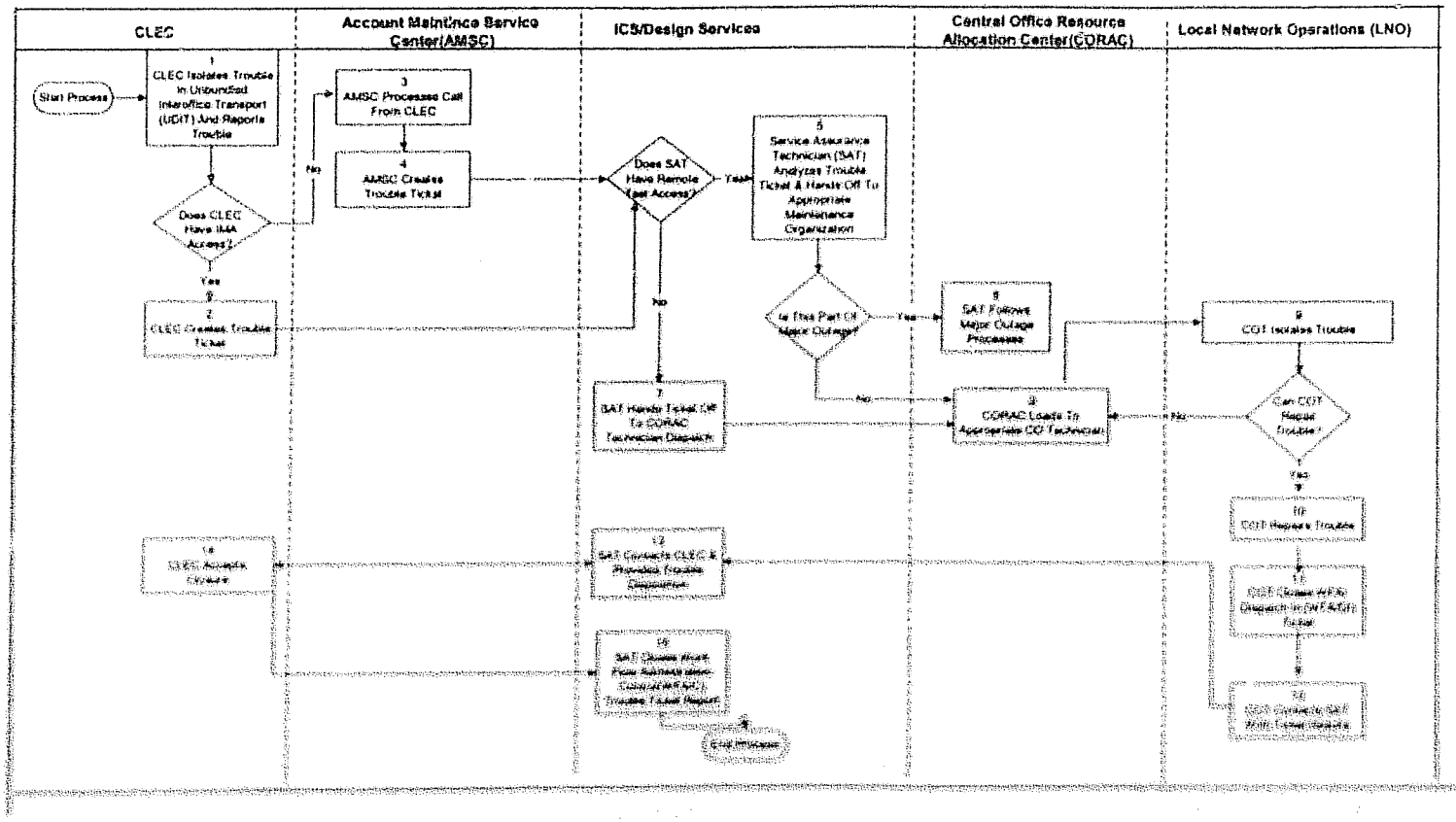
Unbundled Dedicated Interoffice Transport Provisioning Process



Unbundled Dedicated Interoffice Transport Provisioning Task List

Assoc. Task #	Process
1	Co-Provider Issues complete and accurate Access Service Request. These requests are issued through EXACT or by fax.
2	ASR and associated forms reviewed for completeness and accuracy by Service Delivery Coordinator (SDC). Contacts CLEC if necessary for corrections.
3	SDC establishes Billing Account Number (BAN) if necessary.
4	SDC issues order into the service order processor using appropriate intervals.
5	SDC receives OK from Designers (RID complete) and issues Firm Order Confirmation (FOC).
6	Unbundled dedicated interoffice transport facility is designed in TIRKS
7	Design Center ensures Assignments are received, completes RID, and authorizes the SDC to issue FOC.
8	Implementor contacts Central Office Resource Allocation Center (CORAC)
9	CORAC loads appropriate Central Office Technician(s) to perform work steps.
10	CO Technician(s) receive work request and complete work steps.
11	Implementor tests circuit
12	Implementor completes order and completes in WFA/C
13	Implementor contacts Co-Provider to advise order complete. CLEC accepts circuit.
14	Service orders completes and posts to begin billing.

Unbundled Dedicated Interoffice Transport Maintenance Process



Unbundled Dedicated Interoffice Transport Maintenance Task List

Assoc. Task #	Process
1 or 2	Trouble ticket submitted NOTE: If CLEC has a system interface they may submit report electronically. Otherwise CLEC calls AMSC to report trouble and steps 3 and 4 are required
3	Process ticket received from CLEC
4	Trouble ticket created
5	Analyze trouble ticket, identify location, and assign to appropriate organization
6	If trouble is related to a major outage SAT follows major outage notification processes
7	If trouble location can not be identified by SAT the SAT hands off tkt to CORAC to dispatch technician
8	CORAC loads to appropriate Central Office Technician (COT)
9	Trouble is isolated
10	Trouble repaired
11	Trouble ticket updated
12	Contact SAT with ticket results
13	CLEC notified
14 and 15	CLEC accepts service and Trouble ticket closed

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET-TC 01-165

QWEST CORPORATION'S

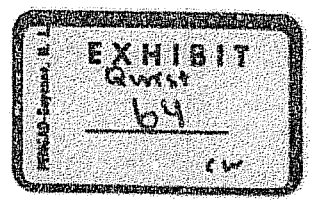
REBUTTAL AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEMS 2 AND 5

APRIL 2, 2002



AFFIDAVIT INDEX

Page

I. IDENTIFICATION OF WITNESS 1

II. PURPOSE OF AFFIDAVIT 1

III. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 2 – ACCESS TO UNES 2

IV. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 5 – UNBUNDLED INTEROFFICE TRANSPORT 17

V. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 5 – ENHANCED EXTENDED LOOPS (EELS) 25

I. IDENTIFICATION OF WITNESS

My name is Karen A. Stewart. I am a Senior Staff Advocate in the Qwest Service Corporation ("Qwest"), Policy and Law organization. My office is located at 421 SW Oak Street, Portland, Oregon. I filed affidavits on October 24, 2001 providing direct testimony on Checklist Items 2 and 5 in this docket.

II. PURPOSE OF AFFIDAVIT

The purpose of my Rebuttal Affidavit is to reply to a subset of the issues raised in the affidavits of the parties commenting on Checklist Item 2 (access to unbundled network elements ("UNEs") and Checklist Item 5 (unbundled transport).

Qwest is also filing, the Rebuttal Affidavit of Lynn Notarianni, who addresses access to Qwest OSS, which also relates to Checklist Item 2. In addition, Qwest is filing the Rebuttal Affidavit of Mary LaFave to address the AT&T request to unbundle the in-region facilities of Qwest Corporation's affiliates, an issue that relates to Checklist Item 5.[1]

I respond to the issues raised in the submissions of three parties:

- the direct testimony of Dr. Marlon Griffing representing South Dakota Commission Staff;
- the comments of AT&T Communications of the Midwest, Inc. ("AT&T") on Checklist Items 2,5, and 6; and

[1] AT&T also filed comments regarding this same issue (specific to dark fiber) in their Emerging Services comments. Ms. LaFave's affidavit addresses both sets of AT&T comments.

- the affidavit of Ms. Michelle Merchen representing Black Hills Fiber Com.

Qwest has a concrete and specific legal obligation to provide access to UNEs and unbundled transport through its revised Statement of Generally Available Terms and Conditions (SGAT) and interconnection agreements such as the agreement between Qwest and KMC Telecom V, Inc ("KMC").[2]

In summary, as described in my Direct Affidavit and in this Rebuttal Affidavit, Qwest satisfies the requirements of section 271 of the Act and the FCC's rules as they relate to Checklist Item 2 and 5.

III. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 2 – ACCESS TO UNES

Three parties commented on issues associated with Checklist Item-2: Dr. Marlon Griffing representing South Dakota Commission Staff; Ken Wilson on behalf of AT&T Communications of the Midwest, Inc.; and Michelle Merchen representing Black Hills Fiber Com. I address these issues and concerns in the following sections. For ease of reference, I have utilized the number and issue identification in the Direct Testimony of Dr. Griffing dated March 18, 2002.

1. Construction of New UNEs

[2] The Interconnection Agreement between KMC Telecom V, Inc. and Qwest, and is attached to the Affidavit of Larry Brotherson on behalf of Qwest Corporation, dated April 2, 2002, as Exhibit LBB-GTC-1. Qwest relies on the KMC interconnection agreement and the other interconnection agreements filed with this Commission, in addition to the SGAT. For better readability, I may not always mention the KMC agreement, but Qwest relies on that agreement and its language just as if the KMC agreement was mentioned every time I mention the SGAT. Everywhere I mention the SGAT in my direct affidavit, and in this rebuttal affidavit, I also incorporate and rely on the KMC agreement which has the same section numbers and same language as the October 2001 SGAT filed in South Dakota.

Dr. Griffing, representing Commission Staff, recommended that this Commission adopt the resolution from the report of the Multi-state Facilitator, John Antonuk.[3] Mr. Antonuk's Group 4 Report filed on August 20, 2001 concluded that Qwest does not have an obligation to carry out construction and build new UNEs at the request of CLECs.[4] First, Mr. Antonuk addresses that requiring Qwest to be a construction company for CLECs at TELRIC rates inappropriately shifts all investment risk to Qwest while CLECs are only on a month-to-month obligation to pay for the unbundled network elements that they have requested to be constructed.

> First, there is a substantial risk that Qwest will not recover actual costs in the event that AT&T's proposal is accepted. AT&T is not correct in arguing that UNE rates are compensatory for the installation of new or enhanced electronics on dark fiber. UNE rates are monthly in nature and generally without minimum term commitments. They can be said to compensate Qwest for investments that it has already made for its own purposes; at least that is a conceptual underpinning of the FCC's pricing approach for UNEs. However, a CLEC that requires a new investment altogether should have more than an obligation to pay month-to-month. Absent a term commitment, Qwest could be significantly under-compensated in cases where CLECs abandon UNEs before new investment is recovered.
>
> In essence, asking that Qwest be required to provide new construction is tantamount to requiring Qwest to take investment risk in new facilities. Nothing in the Act or in the rulings of the FCC suggests that promoting competition requires altering the risks of new investments. Moreover, AT&T has proposed no language that would mitigate this risk to Qwest. Instead, AT&T proposes merely to move the obligation to Qwest, which actually would encourage AT&T to require Qwest to make investments in situations where neither AT&T nor any other rational competitor would risk its own resources on the chance that customer use would continue for long enough to provide investment recovery. It is wholly inconsistent with the

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3 Dr. Griffing Direct Testimony at pages 70-71.
4 Mr. Antonuk Group 4 Report at page 25.

promotion of effective competition to sever connections between risk/reward by transferring all of the former to a competitor.[5]

Next, the Mr. Antonuk underscored the importance of facilities based competition and the distinction between existing and new facilities:

> A key premise of the Act and of the FCC's implementing actions with respect to it is the development of facilities-based competition. For existing facilities, it is correct to place the burden on Qwest to show why access to them is not appropriate. For new facilities, the burden should be on Qwest's competitors to show why access to them is appropriate.
>
> There is no evidence of record to support any claim that Qwest has a monopoly position with respect to new facilities. In fact, circumstances would suggest that all carriers competent enough to have a future in the business have the capability either to construct new facilities themselves, or to contract with third party construction experts (much as incumbents do themselves on occasion) who do.[6]

In this docket, just as in the Multistate, there is no evidence to support any claim that Qwest has any advantage over CLECs with respect to new facilities.

In conclusion on the general obligation to build question, Mr. Antonuk ordered that:

> Thus there is not a clear basis for concluding that the failure to require Qwest to undertake the obligation to construct new facilities will significantly hinder fulfillment of the Act's general objectives, let alone its specific requirements. Even were there some demonstrated basis to so conclude, one would have to consider the goal of promoting facilities-based competition. Requiring Qwest to serve indefinitely and ubiquitously as both a financing arm (by taking investment risk under month-to-month UNE leases to CLECs) and as a construction contractor (by being forced to perform the installations required) is not appropriate. Not only will it not promote the goal, it

[5] Mr. Antonuk Group 4 Report at p.24.
[6] *Id.* at 25.

> may well hinder it. If CLECs can transfer the economic risks of new construction to Qwest, there is little reason to expect that they will have an incentive to take facilities risks or develop efficient installation capabilities.[7]

Qwest agrees with Dr. Griffing's recommendation to accept Mr. Antonuk's resolution to this issue. No additional changes are required to the South Dakota SGAT as a result of this recommendation.

As noted by Dr. Griffing, Qwest agrees to provide new facilities to the extent it has a Provider of Last Resort and/or Eligible Telecommunications Carrier obligation in a state. Specifically, the Qwest South Dakota SGAT, filed October 24, 2001, and the KMC agreement contain the following provisions:

> 9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.
>
> > 9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.
> >
> > 9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop Carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

[7] *Id.*

> 9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:
>
> > 9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different Due Date by submitting a SUP to change the Due Date to a later date.
> >
> > 9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.
>
> 9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

AT&T asserts that Qwest should be required to build new UNEs.[8] However, the above-cited language actually meets, and exceeds, Qwest's obligations to construct UNEs. Qwest has already agreed in its SGAT and KMC agreement to construct loops and switch ports when necessary to meet its provider-of-last-resort and ETC obligations.[9] Qwest also agrees in its SGAT and KMC agreement to perform

[8] AT&T Comments on Checklist Items 2, 5 and 6, at 4-5.
[9] Section 9.1.2.1.

incremental facility work (which Qwest distinguishes from "building new facilities" or "constructing UNEs" in that entirely new facilities are not being constructed) which includes the following: conditioning, placing a drop, adding a network interface device, adding a card to existing equipment at central office or remote locations, adding central office tie pairs, and adding field cross jumpers.[10] Thus, Qwest has already agreed to perform significant work on behalf of CLECs and meets, and exceeds, the requirements imposed by the Act and the FCC. .[11] Furthermore, CLECs still have additional options if Qwest is not required to build. A CLEC can submit a request to build under Section 9.19, a CLEC can self-provision, and a CLEC can obtain the facility from a third party.

The FCC clearly stated that Qwest does not have an obligation to build a network for CLECs:

> In the *Local Competition First Report and Order*, the Commission limited **an incumbent LEC's transport unbundling obligation to existing facilities**, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities the incumbent LEC has not deployed for its own use.[12]

The Act created UNEs for the purpose of giving CLECs access to the incumbent LEC's existing network. AT&T's argument that the *UNE Remand Order* requires ILECs to construct facilities by negative implication is disingenuous. The FCC has never

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10 Section 9.1.2.3.
11 SGAT 9.1.2.3.
12 UNE Remand Order, at para. 324 (emphasis added).

expressly imposed construction requirements in all circumstances on ILECs an intervenors have predictably not cited to any such requirement. One would surmise tha the FCC would have directly imposed this burdensome responsibility on ILECs unequivocal terms. The Act was not designed to force ILECs to build networks fo CLECs. The Eighth Circuit, in *Iowa Utilities Board v. FCC*[13], held that CLECs ar entitled to unbundled access to only Qwest's *existing* network:

> We also agree with petitioners that subsection 251(c)(3) implicitly requires **access to only an incumbent LEC's existing network**, -- not to a yet unbuilt superior one.[14]

The Eighth Circuit's rationale was based upon the premise that section 251(c)(3) requires access *only* to an incumbent LEC's *existing* network.

The Eighth Circuit emphasized that nondiscriminatory access to unbundled network elements does not lead to the determination that incumbent LECs cater to every desire of every requesting carrier. Simply put, Qwest is not a UNE construction company for CLECs. Qwest should not be required, other than what it has already agreed to in its SGAT and the KMC agreement, to expend the resources in time and manpower, at an opportunity cost to itself, to build new facilities for competitors who have the option of constructing facilities at comparable costs. Requiring Qwest to become the construction company for CLECs would be contrary to the public policy goals of the Act and the State of South Dakota because it would discourage facilities-

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13 *Iowa Utilities Board v. Federal Communications Commission*, 120 F.3d 753 (8th Cir. 1997).

14 *Iowa Utilities Bd.*, 120 F.3d at 813 (emphasis added).

based competition by eliminating any incentive that CLECs construct their own competing networks.

Additionally, AT&T requests that Qwest be required to add or upgrade electronics for the purpose of providing dedicated transport.[15] For unbundled dedicated interoffice transport (UDIT), if electronics are currently available, Qwest includes the existing electronics as part of the overall facility request. However, Qwest does not agree to add electronics or upgrade electronics for UDIT or EUDIT. This position is consistent with the FCC's unwillingness to impose on ILECs an obligation to construct new facilities for the provision of unbundled transport.[16] As stated above, Qwest agrees in Section 9.1.2.3 of the SGAT and KMC agreement to perform incremental facility work including carding existing electronics.[17]

However, adding electronics at a CLEC's request is not incremental facility work. The cost of such electronics is not insignificant and involves capital construction, engineering and installation. For example, the addition of "electronics" can entail anything from a multiplexing unit to a digital cross connect device. In the case of placing an FLM-150 multiplexer, for example, the actual material and placing costs are $36,880 per node, assuming that all supporting framework and power are in place in the central office. A digital cross connect device can cost in excess of $1 million dollars to

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[15] AT&T Comments on Checklist Item 2, 5 and 6 at page 7.

[16] *See, e.g., Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, First Report and Order in CC Docket No. 96-98, FCC 96-325, 11 FCC Rcd 15499 at ¶ 451 (rel. Aug. 8, 1996) ("*First Report and Order*") ("[W]e expressly limit the provision of unbundled interoffice facilities to *existing* incumbent LEC facilities.").

install.[18] In network construction jobs such as these, floor space must be acquired, infrastructure evaluated, and power needs assessed. The process can take four to five months to complete. These are clearly construction jobs to build network capacity that are not required by the FCC.

AT&T is also asking that Qwest "upgrade" existing electronics to add capacity to the network.[19] Again, AT&T implies that an upgrade in electronics is a simple and inexpensive method of adding capacity, when in fact an upgrade of interoffice transport facilities can be an expensive operation. For example, if an existing OC-12 is at exhaust, upgrading to an OC-48 would indeed add capacity, but at a cost of $98,806 per node, with a node needed at each end.

AT&T also raised the obligation to build issue by asking that Qwest be required to light dark fiber.[20] The FCC defines dark fiber as "fiber that has not been activated through connection to the electronics that 'light' it."[21] By definition, therefore, dark fiber does not have electronics attached to it. Electronics must be added to light the dark fiber so it can provide dedicated transport. The FCC has stated that the obligation to add electronics belongs to the CLEC leasing the fiber.[22] AT&T's position that Qwest is

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18 For example, a recent installation of a Titan 550 digital cross connect at Qwest's Columbine, Colorado central office, cost $1,237,053 to install.

19 AT&T Comments on Checklist Item 2, 5 and 6 at page 7.

20 AT&T Comments on Checklist Item 2, 5 and 6 at page 7.

21 *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 99-238 (Rel. Nov. 5, 1999) (*UNE Remand Order*) ¶¶174. *See also id.* ¶325.

22 *Id.* at n.292 ("The [carrier] leasing the fiber is expected to put its own electronics and signals on the fiber.")(quoting definition of dark fiber in Newton's Telecom Dictionary, 14th ed.).

required to light dark fiber is clearly an unfounded attempt to circumvent the clear FCC order that ILECs are not required to build dedicated transport facilities.[23]

As discussed in my Direct Affidavit on Emerging Services, Qwest will make dark fiber available to CLECs. CLECs can light that dark fiber and create dedicated transport at virtually the same cost as Qwest would incur. The Commission should reject this attempt by AT&T to force Qwest to incur significant up-front investments to "land and" CLEC expansions. Moreover, there is no assurance that the CLEC would not disconnect the dedicated transport circuits a short time after installation, leaving Qwest and its ratepayers responsible for recovering the cost of the facilities investment made to light dark fiber at the CLEC's request. This is an obligation to build issue. To the extent a CLEC would like to request that Qwest add electronics to light dark fiber, the CLEC can utilize section 9.19 to make such a request. Qwest can then evaluate the CLEC request, and make an informed decision about any network expansion plans. Again, this Commission should reject any attempt to erode the clear FCC direction that Qwest is not obligated to build UNEs for CLECs.

In summary, there is no statute, rule or case that imposes upon Qwest the obligation to construct all UNEs. As stated above, the Act requires "access to only an incumbent LEC's *existing* network." Therefore, the obligation to provide access to UNEs in 251(c)(3) of the Act does not require Qwest to build or construct facilities for CLECs.

[23] *UNE Remand Order*, at ¶ 238

2 – Commingling UNEs and Tariffed Services on the Same Facilities

This issue arose in the multi-state workshops when CLECs asked that the SGAT be amended to permit them to use the same network facility to carry entrance facilities, Local Interconnection Trunks, UNEs and tariffed services, such as dedicated special access circuits (i.e., to commingle different types of services).

Mr. Antonuk determined that the FCC has a specific temporary ban on bringing together the different network services on a single network facility due to the significant impacts to access charges.[24] The FCC specifically ruled:

> **We further reject the suggestion that we eliminate the prohibition on "co-mingling" (*i.e.* combining loops or loop-transport combinations with tariffed special access services)** in the local usage options discussed above. We are not persuaded on this record that removing this prohibition would not lead to the use of unbundled network elements by IXCs solely or primarily to bypass special access services. We emphasize that the co-mingling determinations we make in this order do not prejudge any final resolution on **whether unbundled network elements may be combined with tariffed services**. We will seek further information on this issue in the Public Notice that we will issue in early 2001.[25] (emphasis added)

The issue of commingling, and specifically the issue of whether UNEs can be connected to access service circuits, as noted by Dr. Griffing, is currently being reconsidered by the FCC[26]. The FCC described the question as "whether unbundled network elements may be combined with tariffed services."[27] At this time, the FCC has upheld the prohibition on "commingling" pending the resolution of the issue in the further

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24 Mr. Antonuk Group Four Report at page 28.

25 In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Supplemental Order Clarification, FCC-00-183 (June 2, 2000) (Supplemental Order Clarification), para. 28 (emphasis added).

26 Dr. Griffing Direct Testimony at page 76.

notice of proposed rulemaking. This Commission should allow the FCC to rule on this pending issue rather than to attempt to decide it in the context of Qwest's 271 Petition. To the extent that an interpretative issue, such as this issue has not yet been resolved, the FCC has indicated that it will not deny a 271 application based upon such a dispute:

> Despite the comprehensiveness of our local competition rules, there will inevitably be, in any Section 271 proceeding, new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations to its competitors that our rules have not yet addressed and that do not involve *per se* violations of self-executing requirements of the act. The Section 271 process simply could not function as Congress intended if we were generally required to resolve all such disputes as a precondition to granting a Section 271 application.[28]

In its *BellSouth Second Louisiana Order*,[29] the FCC held that commingled traffic is not a 271 requirement:

> BellSouth also states that it offers, as a standard arrangement, local tandem interconnection for carrying traffic destined for BellSouth end offices that subtend a local tandem. BellSouth offers routing of local and intraLATA traffic over a single trunk group. Access traffic, as well as other traffic utilizing BellSouth's intermediary tandem switching function, is routed via a separate trunk group. BellSouth states that competitive LECs may order two-way trunks for the exchange of combined local and intraLATA toll traffic at BellSouth end offices or access tandems. BellSouth, therefore, establishes that it has a legal obligation to provide interconnection consistent with our rules.[30]

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27 Supplemental Order Clarification, ¶28.

28 FCC Kansas/Oklahoma Section 271 Order, para. 19.

29 *Application of BellSouth Corporation pursuant to Section 271 of the Communications Act of 1934, as amended, to provide in region-inter LATA services in Louisiana*, CC Docket 98-121, FCC 98-271, ¶ 34 (released October 13, 1998) ("*BellSouth Second Louisiana Order*").

30 *BellSouth Second* Louisiana *Order* ¶ 75 (emphasis added; footnote omitted).

Moreover, a more recent FCC decision supports the Qwest position on this issue. In the Net2000 order,[31] issued January 9, 2002, the FCC ruled on a similar commingling issue resulting from Option 3 of its *Supplemental Order Clarification*.[32] The FCC held that Verizon did not violate the Communications Act of 1934 or FCC rules by denying Net2000's requests to convert special access circuits to enhanced extended links ("EELs") that would be on the same network facility as other special access circuits. As the FCC explained:

> Net2000 argues that whether circuits are used for "a significant amount of local exchange service" and therefore qualify for conversion to EEL should be judged on an "end-user-by-end-user basis." It should not matter, Net2000 contends, whether a dedicated DS1 between the CLEC's office and the customer's premises that is used to provide local exchange service is carried on a multiplexed DS3 transport channel that includes other DS1s used for other services. It proposes that DS3 circuits derived from both EEL-eligible and non-EEL-eligible DS1 circuits be priced utilizing "ratcheting," similar to mixed use DS3 circuits carrying both special access and switched assess DS1s, so that proportionate unbundled network element rates would apply to the converted DS1s and proportionate special access rates would apply to the non-converted DS1s. The arguments made by Net2000, however, ignore the specific language of Option 3. There is no provision anywhere in the *Supplemental Order Clarification*, or in prior orders for "ratcheting." The language of Option 3 clearly and specifically requires that "[w]hen a loop-transport combination includes multiplexing (*e.g.*, DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet [the substantial local exchange service use] criteria." There is no ambiguity in this language. Although Net2000 argues that it would be better if CLECs were permitted to convert only the parts of their DS3s that are used to provide local exchange service and to continue to obtain the remaining parts of the DS3s by tariff, this clearly is not permitted under our rules.[33]

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[31] Memorandum Opinion and Order, *In the Matter of Net2000 Communications, Inc. v. Verizon – Washington, D.C., Inc.*, File No. EB-00-018, FCC 01-381 (rel. Jan. 9, 2002).

[32] Supplemental Order Clarification, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 ¶22(3) at 13-14 (rel. June 2, 2000) ("*Supplemental Order Clarification*").

[33] *Id.* ¶ 38, at ¶ 18 (citations omitted).

In summary, the final resolution of this complex issue is still awaiting resolution by the FCC.

AT&T in its South Dakota comments, states that Qwest's limits on commingling (approved by the FCC) allow Qwest to control CLEC market entry by delaying the provisioning of facilities or allowing UNE capacity to be unavailable.[34] Qwest does not agree with this assertion, nor does AT&T provide any evidence or even clarification to support this statement.

However, AT&T does admit that the FCC has identified situations where UNEs cannot be connected to tariffed services.[35] AT&T requests that SGAT sections 9.1.5, 9.6.2.1 and 9.23.1.2.2 state that UNEs can be connected to finished services, such as special access circuits, except where specifically prohibited by the FCC.[36]

Qwest's SGAT in sections 9.1.5 and 9.23.1.2.2 already contain this commitment:

> 9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. **Qwest shall not in any way restrict CLECs use of any**

34. AT&T Comments on 2, 5 and 6 at pages 10-11.
35. AT&T Comments on 2, 5 and 6 at page 11.
36. AT&T Comments on 2, 5 and 6 at page 12.

element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules. (emphasis added)

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. **Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties.** Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms. (emphasis added)

Mr. Antonuk specifically recommended the SGAT language specific to the bolded portion of 9.23.1.2.2 to address this concern of AT&T's in the multi-state proceeding.[37] Dr. Griffing has also recommend that this specific language be included in the SGAT to address this issue in section 9.23.1.2.2. In addition, Dr. Griffing notes that there may be FCC action in the future that could require a change to the SGAT.

Qwest agrees with Dr. Griffing's recommendation to accept Mr. Antonuk's resolution to this issue.[38] In the South Dakota SGAT filed on October 24, 2001, and in the KMC agreement, Qwest has already included the SGAT language as proposed by Mr. Antonuk for SGAT section 9.23.1.2.2. Qwest does not believe that any additional SGAT language is required at this time to implement the recommendation of Dr. Griffing.

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[37] Mr. Antonuk Group 4 Report at page 29.
[38] Dr. Griffing Direct Testimony at page 76.

In addition, Qwest acknowledges that if future FCC decisions require changes to the SGAT, Qwest will make appropriate changes to conform its SGAT to FCC requirements. However, since the filing of the Antonuk Report, no FCC decisions have been released that would require a change to the Qwest SGAT.

3 – OSS Testing

Qwest's response to the AT&T request for additional SGAT testing language is contained in the Rebuttal Affidavit of Lynn Notarianni.

Additional Checklist Item 2 OSS issues raised in the affidavit of Michelle Merchen representing Black Hills Fiber Com.

Qwest responds to the Checklist Item 2 OSS issues raised in the affidavit of Black Hills Fiber Com representative Ms. Michelle Merchen (regarding the OSS process for ordering EELs) in the Rebuttal Affidavit of Lynn Notarianni.[39] Ms. Merchen's affidavit refers to the New Product Questionnaire for Enhanced Extended Loops ("EELs") as part of the OSS process. Ms. Merchen does not express any specific concerns or issues about the New Product Questionnaire. However, later in this Affidavit, under the topic "Checklist Item 5 – EELs," I explain the role of the EEL product questionnaire in the CLEC provisioning process. Therefore, when my affidavit is combined with the affidavit of Ms. Notarianni, the Commission can understand the complete provisioning process when a CLEC first accesses new products.

IV. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 5 – UNBUNDLED INTEROFFICE TRANSPORT

[39] Merchen Direct Testimony at page 2

Two parties commented on issues associated with Checklist Item 5-Unbundled Dedicated Transport: Dr. Marlon Griffing representing South Dakota Commission; and AT&T. I will address these issues and concerns in the following sections. For ease of reference, I have utilized the Checklist Item 5 number and issue identification in the Direct Testimony of Dr. Griffing dated March 18, 2002.

5-1 SONET Add/Drop Multiplexing

Dr. Griffing, representing Commission Staff, was the only party to provide direct testimony on this issue.[40] Dr. Griffing recommended this Commission adopt the recommendation from the Antonuk Group 4 Report. Mr. Antonuk recommended that Qwest be required to only unbundle its existing multiplexing facilities.[41] Qwest agrees with this recommendation and has added the following SGAT provision to the South Dakota SGAT filed on October 24, 2001 and included it in the KMC agreement:

> 9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT or Unbundled Loops. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an FTP, provides a DS3 signal terminated at a Demarcation Point and 28 DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and 24 DS0 signals terminated at a Demarcation Point. **SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.** (emphasis added)

Qwest believes that with the addition of this SGAT provision, this issue is closed between the parties.

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[40] Griffing Direct Testimony at page 44
[41] Antonuk Group 4 Report at page 77

3 – Access to Dark Fiber in Joint Build Arrangements

The dark fiber transport issue is addressed in the *AT&T Verified Comments on* [illegible] Issue 2, 5, and 6 at pages 36-38 and in the *AT&T Emerging Services* [illegible] at pages 28-29. The direct testimony of Dr. Griffing and Mr. Antonuk's Third Report – Emerging Services discuss this issue under the topic "Emerging Services". I also address the issue in my Rebuttal Affidavit on Emerging Services. However, I would note, that for both unbundled dedicated transport (i.e. UDIT) and dark fiber, the Qwest SGAT and the KMC agreement already make transport and fiber facilities in meet point arrangements available to CLECs. Specifically for UDIT, the South Dakota SGAT filed on October 24, 2001 and the KMC agreement state:

> 9.8.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. **Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.** EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the

> Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77385. (emphasis added)

Qwest believes that no additional SGAT language is required to provide CLEC access to the Qwest facilities that are involved in meet point arrangements.

Unbundled Dedicated Interoffice Transport/Extended Unbundled Dedicated Interoffice Transport (UDIT/EUDIT) Distinction

This issue involves the rate structure that Qwest has in place for the portion of unbundled dedicated transport that is between a Qwest serving wire center and a CLEC switch center. Qwest provides existing unbundled dedicated transport between all locations identified in the FCC rules and related orders. So this is not a situation where Qwest is not providing a portion of its required transport facilities to CLECs. By separating the unbundled dedicated transport between the Qwest serving wire center and the CLEC central office as "EUDIT," Qwest's intent was to clearly highlight that the costs of this specific segment of dedicated transport have historically been treated in cost studies and recovered as a non-distance sensitive rate element. All other "interoffice" transport has typically been modeled and rated on a fixed and per mile basis.

For example, other transport services have this segment of "transport" as a non-distance sensitive rate element, e.g., in Switched Access Services it is an "entrance facility" and in retail private line tariffs it is typically called a "channel termination."

Dr. Gillan, representing Commission Staff, recommended this Commission adopt the conclusion from Antonuk Group 4 Report.[42] Mr. Antonuk recommended that the UNE-AQNT pricing issue be resolved in a cost docket.[43] Qwest agrees with Dr. Gillan's recommendation, and agrees that it will address the cost and rate structure issues associated with the EUDIT portion of unbundled transport in its cost docket.

Nevertheless, it should be noted that Qwest's rate structure for EUDIT reflects standard industry practice and is not an inappropriate rate structure as AT&T implies.[44] In reality, this "concern" of AT&T's is really a cost model and rate issue. The FCC suggested use of existing rates for interstate dedicated switched transport as a default proxy for unbundled dedicated transport.[45] The FCC actually gave an example of the price structure difference between the equivalent of UDIT and EUDIT:

> Interstate access rates for dedicated transport vary by region, type of circuit, mileage, and other factors. For example, BellSouth's entrance facility charge, for transport from an IXC's point of presence to a BellSouth serving wire center, is $134 monthly per DS1 circuit ($5.58 per derived voice grade circuit) and $2,100 monthly per DS3 circuit ($3.13 per derived voice grade circuit). Dedicated transport for 10 miles of interoffice transmission between a serving wire center and an end office is $325 monthly per DS1 circuit ($13.54 per derived voice grade circuit) and $2,950 monthly per DS3 circuit ($4.39 per derived voice grade circuit). Installation, multiplexing and other transport related charges may also apply.[46]

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[42] Dr. Gillan Direct Testimony at page 57.
[43] Mr. Antonuk Group 4 Report at pages 78-79.
[44] AT&T 4th Comments on Checklist Items 2, 5 and 6 at pages 37 to 41.
[45] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Inter-Carrier Comp. FCC 96-331 et seq., Local Competition First Report and Order, para. 431.
[46] Local Competition First Report and Order, fn. 1047.

[illegible] Texas 271 Agreement provides for a price structure similar to Qwest's [illegible] between UDIT and EUDIT

> The price for dedicated transport is found in Appendix Pricing – UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing – UNE Schedule of Prices, labeled as "Dedicated Transport, Entrance Facilities." (T2A, Attachment UNE-TX, Section 6.2.1).

Again, Qwest submits that its provision of UDIT/EUDIT complies with the requirements of Checklist Item 5, and that any residual rate issue should be deferred to the cost docket.

As it relates to the AT&T sub-issue of wanting Qwest to provide access to the [illegible] electronics at the CLEC end of an E-UDIT,[4] Qwest agrees to unbundle any [illegible] electronics and will add the following specific SGAT language in its next filing of the Texas Remedy SGAT:

> 9.6.1.3 In connection with a UDIT, a CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one remote Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver 3 DS3s or 84 DS1s; at OC12 a payload of 4 OC3s or 12 DS3 or 336 DS1; at OC48 a payload of 4 OC12s or 16 OC3s or 48 DS3s.
>
> 9.6.1.4 Remote Node/Remote Port rates are contained in Exhibit A of this Agreement and include the following charges:
>
> Recurring Remote Node Charge: The Remote Node at OC3, OC12 or

[4] AT&T Comments on Checklist Item 5, p. 5 and n. 4, page 43.

[redacted]

[redacted] Recurring Remote Port Charge. A recurring charge for Remote Port card at [redacted] DS1, DS3, OC3, OC12.

[redacted] Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.

[redacted] believes that this language will resolve this very narrow sub-issue between the parties as it relates to the access of existing electronics at the CLEC end of the [redacted]. Qwest acknowledges it does not resolve the AT&T request that this Commission require Qwest to place new electronics for CLECs.[48] I addressed that [redacted] above in the discussion of "Checklist Item 2 Issue 1 – Construction of new [redacted]."

[redacted] – Commingling UNEs and Connection Trunk

The [redacted] concerns allowing CLECs to combine LIS Trunks and UNEs on the same network facility. While earlier versions of the SGAT raised this concern, Mr. [redacted], in his Group 4 Report on page 20 recognized that Qwest had agreed to drop Local Interconnection Services ("LIS trunks") from the definition of "finished services", thus allowing LIS trunks to be combined with UNEs. Dr. Griffing supports Mr. [redacted]'s decision.[49] Since Qwest had previously agreed to this recommendation, the [redacted] filed on October 24, 2001, as well as the KMC agreement, contain the following definition:

> "Finished Services" means complete end to end services offered by Qwest to [redacted] or retail Customers. Finished Services do not include

[redacted] SGAT Comments on Checklist Items 2, 5 and 6 at page 7.

[redacted] Griffing Direct Testimony at page 48.

[redacted]

Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

Importantly, AT&T objects in its Comments at page 39 that Qwest includes Local Interconnection Service, in its definition of finished services.[40] Since AT&T is clearly wrong on the point and the SGAT reflects the requested change, there appears to be no further controversy here and the Commission should consider this issue closed.

Applying Local Use Restrictions to Unbundled Transport

The issue of Qwest imposing the EEL local use restrictions to unbundled transport elements (services being applied to combinations that contain transport) was closed between the parties in past multi-state workshops. AT&T set out the specific language it felt was required to resolve this issue in South Dakota in its comments at page 45. The language at issue is already in the SGAT filed on October 24, 2001 and the KMC agreement.

> 9.23.4 CLEC shall not use EUOIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with local Exchange Services. Pending decision by the FCC, Qwest will not apply the local use restrictions contained in ¶ 33.3.7.3

The language contained in the South Dakota SGAT is also entirely consistent with the recommendation of Mr. Antonuk, which Dr. Griffing urged this Commission to follow on page 83 of his testimony. This Commission should recognize this issue closed between the parties.

[40] AT&T Comments on Checklist Item 2, ¶ 44 & page 39 footnote 161.

C. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH CHECKLIST ITEM 5 – UNBUNDLED EXTENDED LOOPS (EELS)

Three parties commented on issues associated with Checklist Item 5 EELS: Dr. Marion Griffing representing South Dakota Commission, Ken Wilson on behalf of AT&T Communications of the Midwest, Inc., and Michelle Merchen representing Black Hills Fiber Com. I will address these issues and concerns in the following sections. For ease of reference for the parties, I have utilized the number and issue identification for EELs in the Direct Testimony of Dr. Marion Griffing dated March 18, 2002.

1. Switching Local Use Requirements to Existing Special Access Circuits

Dr. Griffing was the only party to provide direct testimony on this issue.[9] Dr. Griffing recommended the Commission adopt Mr. Antonuk's conclusion that all EELs, whether as a result of special access circuit conversions or new installations, properly have a local use restriction. Qwest agrees to this recommendation. No changes are necessary to the Qwest SGAT.

2. Switching Commingling Where Qwest Refuses to Construct UNES

Mr. Antonuk in his Group 4 Report recommended that special access circuits converted as a result of the CLEC being unable to obtain new EELs (due to lack of existing facilities) should be exempt from the limitation on special access and UNE

[9] Dr. Griffing Direct Testimony at page 25

commingling.[52] Mr. Antonuk recommend specific language be included in the SGAT on this point:

> 9.23.1.2.3 Where a CLEC has been denied access to a DS1 Loop as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a Tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.[53]

This specific SGAT language is contained in the South Dakota SGAT filed on October 24, 2001 and in the KMC agreement. Dr. Griffing at page 94 of his direct testimony expressed his support for Mr. Antonuk's resolution.

AT&T's Comments at page 49 also recommends that Qwest waive the local use restriction on connecting UNEs to finished services where Qwest refuses to build UNEs.[54] Qwest believes that the language Mr. Antonuk recommended largely resolves this very narrow issue for AT&T. In other jurisdictions (such as North Dakota) AT&T had agreed to this language if "DS1" was replaced with "high capacity." Qwest is willing to include this further change, and believes it would resolve this issue in South Dakota between Qwest and AT&T.

4–Waiving Local Use Restrictions on Private Lines Purchased in Lieu of EELs

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52 Mr. Antonuk Group 4 Report at page 84.
53 Mr. Antonuk Group Report page 84.
54 AT&T's Comments on Checklist items 2, 5 and 6 at page 49.

The FCC ban on commingling EELs and special access tariffed services was extensively discussed in issue "2 – Commingling UNEs and tariffed Services on the Same Facilities." AT&T takes the position that CLECs using private line services should be permitted to connect them to UNEs when conversion of private line services results in contractual liability for early termination. In essence, AT&T believes that if it is unwilling to pay a binding termination liability agreement (TLA) penalty on a special access circuit it wants to convert to an EEL, that it should be allowed to ignore the clear FCC prohibition on commingling.[55]

AT&T simply wants the ability to tariff and "UNE Combination" shop at its convenience and then be able to commingle all special access and UNE combination circuits despite the clear orders of the FCC. Qwest strongly believes that the payment of TLAs is a subject best addressed in the context of the service being disconnected (i.e. special access services) where discounts were applied based on the CLEC commitment to pay a TLA if the CLEC did not keep the circuit installed for the committed length of time. Versus the TLA being discussed in the docket which is reviewing the terms and conditions of the service being ordered (i.e. EELs).

Dr. Griffing recommended this Commission adopt the resolution from the Antonuk Group 4 Report.[56] Mr. Antonuk recommended that the resolution of the preceding issue, making TLA waivers available to CLECs when appropriate, should

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55 AT&T's Comments on Checklist Items 2, 5 and 6 at page 48.
56 Dr. Griffing Direct Testimony at page 46

address CLEC concerns on this issue. Qwest agrees to this resolution and notes that no additional SGAT language is necessary to implement this recommendation.

5–Counting ISP Traffic Toward Local Use Requirements

Dr. Griffing, was the only party to provide direct testimony on this issue.[57] Dr. Griffing recommended this Commission adopt the recommendation in Mr. Antonuk's Group 4 Report at page 88 Mr. Antonuk recognized that the *ISP Remand Order* is clear that ISP traffic is interstate and not local traffic.[58] Qwest agrees with this recommendation, no changes are necessary to the South Dakota SGAT. For additional information regarding this issue, please see the Rebuttal Affidavit of Thomas Freeberg, who discusses the impact of this determination on Checklist Item 13, i.e., Reciprocal Compensation.

EEL New Questionnaire Process as discussed in the affidavit of Michelle Merchen representing Black Hills Fiber Com.

Ms. Merchen's affidavit refers to the New Product Questionnaire for Enhanced Extended Loops ("EELs") as part of the OSS process.[59] Ms. Merchen does not express any specific concerns or issues about the New Product Questionnaire. However, below I explain the role of the EEL New Product Questionnaire in the CLEC provisioning process. Therefore, when this affidavit is combined with the affidavit of Lynn Notarianni, the Commission can understand the complete provisioning process when a CLEC first accesses new products.

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57 Dr. Griffing Direct Testimony at page 97
58 FCC April 27, 2001 Order on Remand and Report and Order in CC Dock. No 96-98 and 99-68
59 Merchen Direct Testimony at page 2

The CLEC Questionnaire is a tool used by Qwest to obtain information that is critical to establishing the business relationship between Qwest and the CLEC. Some sections of the questionnaire are required to enable Qwest to establish the CLEC in internal and external systems, e.g., billing accounts, contact information, etc. In addition, the CLEC Questionnaire was designed to allow CLECs to specify its requirements for billing and contact information based on the CLEC's requirement for single or multiple contacts and contact locations. Since not all CLECs have the same requirements, the questionnaire was designed to allow for these differences.

Qwest has elected to obtain as much information as possible about the CLEC's requirements on a single document. The other BOCs require much of the same information but often require the CLEC to prepare separate documents or forms to obtain the information Qwest requests on a single questionnaire.

Qwest recognizes that not all the information requested on the questionnaire is available at the start of the business negotiations with Qwest. Therefore, Qwest only requires information that is needed to establish the CLEC as a certified local service provider and for billing of products/services provided to the CLEC by Qwest. The required entries would include information from the following sections of the questionnaire:

General Information

Billing & Collections – Section 1

Qwest Output – Section 2 (Minimum information required is Contact Name & Telephone Number if no other information available)

Input to Qwest – Section 3

Contact List – Section 4

If the CLEC is not prepared to provide some information when initially submitting the questionnaire, a designation of "to be determined" may be entered in some fields and the information can be provided at a later time. In addition, while some sections of the questionnaire contain several sub-sections by product or functionality, the use of "same as above" can be used in subsequent sections of the questionnaire if some or all of the information is the same. If the CLEC is not planning to order certain products, those product specific sections may be left blank or designated as "not applicable" or "n/a."

Qwest uses the information provided by the CLEC to establish billing accounts in the billing systems, load the CLECs contact information in internal systems to enable the referral of the CLEC's customers, as well as providing contact information to the Qwest wholesale centers responsible for processing CLEC requests. Also, Qwest uses some of the information to establish the method and system requirements for exchange of call usage data and begins the process of establishing the CLEC's requirements for either an EDI or GUI link to Qwest's IMA system. All of the information provided by the CLECs is required to enable Qwest to establish the necessary interfaces, whether business or systems, between the CLEC and Qwest. This information is not shared

with any department within Qwest without a need to know and none of this information is used for marketing purposes.

In summary, Ms. Merchen did not express any concerns specifically regarding the EEL new product questionnaire. In summary, this Commission should find that Qwest's use of new product questionnaires is reasonable, and that Qwest meets its obligations to provide access to unbundled local transport and EELs in compliance with FCC requirements for Checklist Item 5.

This concludes my Rebuttal Affidavit.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET-TC 01-_____

QWEST CORPORATION'S

AFFIDAVIT

OF

KAREN A. STEWART

EMERGING SERVICES

OCTOBER 24, 2001



TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 1

II. LINE SHARING 3

III. SUBLOOPS 15

IV. DARK FIBER 22

V. PACKET SWITCHING 26

VI. SUMMARY AND CONCLUSION 29

AFFIDAVIT

OF

KAREN A. STEWART

FOR

EMERGING SERVICES

Karen A. Stewart states as follows:

My name is Karen A. Stewart. I am a Senior Staff Advocate, Policy and Law for Qwest Corporation ("Qwest"). My office is located at 421 SW Oak Street, Portland, Oregon. I base this affidavit on professional experience, personal knowledge, and information available to me in the normal course of my duties. Exhibit KAS-ES-1 contains my qualification summary.

I. EXECUTIVE SUMMARY

Qwest's emerging service obligations are the result of the FCC's Third Interconnection Order in CC Docket No. 96-98[1] and the Line Sharing Order in CC Docket Nos. 98-147 and 96-98.[2] The Line Sharing Order, as its name implies, added a

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1 Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Interconnection Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696, (rel. Nov. 5, 1999) ("UNE Remand Order").

2 Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 Fourth Report and Order in CC Docket No. 96-98, CC Docket Nos. 98-147

requirement for line sharing and the UNE Remand Order added requirements for subloop unbundling, access to dark fiber, and limited access to unbundled packet switching.

Qwest has a concrete legal obligation to provide these elements through its revised South Dakota Statement of Generally Available Terms and Conditions ("SGAT") and various interconnection agreements. I demonstrate that Qwest has a concrete and specific legal obligation, consistent with all FCC requirements, to provide access to emerging services, *i.e.*, line sharing, subloop unbundling, dark fiber, and packet switching. The revised South Dakota SGAT attached to this petition has been updated to incorporate language agreed to in other 271 emerging services workshops to address concerns raised in those workshops.

I also demonstrate that Qwest stands ready to provide CLECs access to these elements in the quantities that CLECs may reasonably be expected to order. Qwest also has processes in place to make access to each of these elements available to CLECs upon request and has developed Performance Indicator Definitions ("PIDs") so CLECs and the Commission can assess how well Qwest is making access to UNEs available. Qwest's processes and procedures for provisioning these elements are being completely evaluated during the ROC OSS testing.

Qwest stands ready to provide access to these elements in a non-discriminatory manner to CLECs in quantities that competitors may reasonably demand. As of August

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and 96-98, FCC 99-355, 14 FCC Rcd 20912, (rel. Dec. 9, 1999) ("Line Sharing Order").

31, 2001, Qwest did not have any South Dakota demand for line sharing, subloops, unbundled dark fiber and unbundled packet switching.

II. LINE SHARING

Qwest offers non-discriminatory access to the high-frequency portion of the local loop ("HFPL"), commonly called line sharing, in accordance with the FCC's rules.[3] The FCC defines HFPL as "the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions."[4] In the *Line Sharing Reconsideration Order*, the FCC clarified that the requirement to provide access to the HFPL applies to the entire loop, even where the incumbent LEC has "deployed fiber in the loop, *e.g.*, where the loop is served by a remote terminal."[5] This requirement means that the incumbent LEC must make access to line sharing available at a remote terminal, as well as at a central office.

Consistent with the FCC's rules, Qwest offers requesting carriers unbundled access to the high frequency portion of those loops on which Qwest provides the voice

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3 47 C.F.R. § 51.319(h)(1)-(4); *see also* Line Sharing Order, *pet. for rehearing pending sub nom., USTA v. FCC*, D.C. Cir. No. 00-102 (filed Jan. 18, 2000); *See* Deployment of Wireline Services Offering Advanced Telecommunications Capabilities and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Order on Reconsideration, CC Docket No. 98-147; Fourth Report and Order and Order on Reconsideration, CC Docket No. 96-98; Third Further Notice of Proposed Rulemaking, CC Docket No. 98-147; Sixth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, FCC 01-26, 16 FCC Rcd 2101 (rel. Jan. 19, 2001) ("Line Sharing Reconsideration Order").

4 *See* 47 C.F.R. § 51.319(h)(1).

5 Line Sharing Reconsideration Order, ¶ 10. *See also* 47 C.F.R. § 51.319(h)(1).

service to end users.[6] Line sharing is available from Qwest in South Dakota under Qwest's SGAT and pursuant to interconnection agreements with numerous CLECs. Specifically, Section 9.4 of the SGAT provides the terms and conditions under which Qwest provides line sharing.[7]

A. **Line Sharing Arrangements.** Shortly after the release of the *Line Sharing Order*, Qwest and approximately 30 interested CLECs negotiated an interim business arrangement to govern the deployment of line sharing in 13 of Qwest's 14 states, including South Dakota.[8] The agreement, signed on April 24, 2000, to promptly satisfy the requirements outlined by the FCC, included provisioning and maintenance processes and interim rates associated with the line sharing elements. See Exhibit KAS-ES-2 for a copy of the Interim Line Sharing Agreement.

As part of the interim arrangement, CLECs prioritized the Qwest central offices that would first be deployed with line sharing bays, equipment and cabling. The CLECs developed a list of 349 central offices across the 13 states covered by the interim business arrangement in which Qwest agreed to install, on a staggered basis, the equipment and facilities needed to support line sharing. The initial groups of central offices were equipped for line sharing by May 15, 2000, and, by July 31, 2000, Qwest

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6 This criteria only defines line sharing; it does not prohibit line splitting, which is described below. *See* SGAT § 9.4.1.

7 *See, generally*, SGAT § 9.4.

8 In Minnesota, Qwest had already implemented line sharing as required by a Minnesota Public Utilities Commission order issued in December 1999. *See In re* Practices of Incumbent Local Exchange Companies, Docket No. P-999/CI-99-678 (Minn. P.U.C. Dec. 3, 1999).

had equipped all 349 central offices prioritized by the CLECs. At the request of the CLECs, the list of prioritized central offices is confidential. In South Dakota, three of Qwest's central offices were included in the prioritized list.

Final Line Sharing Arrangements. Since then, Qwest has continued negotiating final pricing arrangements to replace the interim pricing. Four CLECs – North Point, New Edge Networks, Contact Communications and MultiBand – signed the final line sharing agreement with Qwest on December 22, 2000.[9] The other carriers are still operating under the interim agreement and Qwest's SGAT terms and conditions. Exhibit KAS-ES-3 contains a copy of the final line sharing agreement.

Qwest's Track Record in Implementing Line Sharing. Because the Minnesota PUC had ordered Qwest to offer line sharing in December 1999, Qwest conducted a trial program to test line sharing in January 2000 in three Minnesota central offices. Since that trial program, Qwest has met numerous times with the LECs in collaborative sessions. At times, the line sharing teams met weekly.

As a result, Qwest's methods and procedures for provisioning line sharing were developed with input from CLECs. Qwest worked cooperatively with CLECs to identify and resolve technical and operational issues associated with line sharing. As the implementation of line sharing progressed, Qwest and the LECs established problem-solving groups to resolve issues as they arose.

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[9] These terms and conditions are considered to be an amendment to the LECs' interconnection agreement with Qwest.

Qwest has benefited from the knowledge it gained from its discussions with CLECs and has applied that information to improve its processes. Accordingly, Qwest now has developed methods and procedures for ordering, provisioning and maintaining line sharing. As with all methods and procedures, Qwest will continue to update the line sharing methods and procedures to reflect any modifications to existing procedures.

B. Ordering, Provisioning and Maintenance. To order a shared loop, a CLEC must have a POTS splitter installed in the Qwest wire center that serves the end user. The POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous voice and data transmission. The POTS splitter can be located in either the CLEC collocation space or in the common area splitter collocation space. In a shared loop arrangement, the POTS service is provided by Qwest while the HFPL is provided by the CLEC.

In addition, the end user must have dial tone originating from a Qwest switch in that wire center.[10] The CLEC must provide the end user with, and is responsible for, the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.[11]

CLECs may use shared loop to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. If

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[10] *See* SGAT § 9.4.2.1.1.

[11] *Id.*

the future, additional services may be used by CLECs, to the extent those services are deemed acceptable for line sharing deployment under applicable FCC rules.[12]

Prior to submitting orders for line sharing, a CLEC must be collocated in Qwest's central offices. If the CLEC does not have an existing collocation arrangement in the central office in which it wants to utilize line sharing, it must submit an initial collocation order.[13] If the CLEC has an existing collocation arrangement, it must have its arrangement modified or augmented to enable it to engage in line sharing.

CLECs May Opt to Install and Maintain Their POTS Splitters. Qwest offers CLECs two arrangements for line sharing pursuant to its interconnection agreements and its SGAT. The first arrangement provides CLECs with the ability to install, own and maintain the POTS splitter in the CLEC's own collocation arrangement.[14]

Once the POTS splitter has been installed by the CLEC, two Interconnection Tie Pairs ("ITPs") and two Tie cables are needed to connect the splitter to the Qwest network.[15] One ITP carries both voice and data traffic from the COSMIC® MDF loop termination to an appropriate interconnection distribution frame ("ICDF"). From this frame, one Tie cable carries both voice and data traffic to the POTS splitter located in the CLEC collocation space. The voice and data are separated at the POTS splitter.

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12 *See* SGAT § 9.4.2.1.3.

13 *See* SGAT § 9.4.2.2.1.

14 *See* SGAT § 9.4.2.2. The splitter separates the high frequency portion of the loop, which carries data traffic, from the low frequency portion of the loop, which carries voice traffic.

15 *See* SGAT § 9.4.2.2.3.

The data traffic is connected to the CLEC's network within its collocation area. The voice traffic is carried to the switch port termination, via the ICDF, using the second Tie cable and the second ITP. As requested by CLECs, Qwest will install new Tie cables or reclassify existing ITP cables, re-stencil framing and perform related work to accommodate line sharing.[16] To connect their POTS splitter to the Qwest network, CLECs may choose to use either the ICDF or a direct connection between the POTS splitter and the COSMIC®/MDF.[17] See Exhibit KAS-ES-4 for a diagram illustrating the placement of a line splitter in the CLEC's collocation area.

CLECs May Opt to Have Qwest Install and Maintain the CLEC-Owned POTS Splitters. In the second arrangement, a CLEC-owned splitter is located in Qwest's central office space and is maintained by Qwest. CLECs may either buy POTS splitters of their choosing or have Qwest purchase POTS splitters on their behalf subject to full reimbursement. Any CLECs that elect to have Qwest purchase POTS splitters on their behalf will lease those splitters to Qwest at no cost, and Qwest will install and maintain the splitters.

In this second arrangement, the POTS splitters will be installed in Qwest wire centers in one of the following locations: (a) in a relay rack as close to the CLEC's DS-0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the wire centers, or in wire centers with network access line

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16 *See* SGAT § 9.4.2.2.2.

17 *See* SGAT § 9.4.2.2.4.

counts of less than 10,000, on the main distribution frame or in some other appropriate location such as an existing Qwest relay rack or bay.[18] Qwest also may co-mingle the POTS splitter shelves of different telecommunications carriers in a single relay rack or bay or, in the case of the option (c) above, Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Applications for installation of POTS splitters will be processed under the terms for collocation.[19] See Exhibit KAS-ES-6 for a diagram illustrating this installation arrangement.

Line Sharing Over Digital Loop Carrier Facilities. Line sharing is also available to CLECs that seek to serve customers whose lines are partially fiber and are served by digital loop carrier ("DLC") facilities. Loops equipped with DLC are fiber between the central office and the remote terminal, and copper from the remote terminal to the customer's premises. In order to provide xDSL service, which is a copper-based technology, in a line sharing arrangement to customers served by DLC, the CLEC must obtain access to the copper subloop portion (i.e., the final leg) of the loop. CLECs seeking to serve customers with DLC on their lines have three provisioning options available to them. First, pursuant to Qwest's remote collocation offering, a CLEC may collocate either in or adjacent to the remote terminal and interconnect at the feeder distribution interface to access the copper portion of the loop. At that point, the CLEC may place its data signal on top of Qwest's voice signal in a line sharing arrangement t

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18 See SGAT § 9.4.2.3.1.

19 See SGAT § 9.4.4.2 (common area splitter collocation) and Affidavit of Margaret Bumgarner regarding Checklist Item 1 – Collocation, filed with this 27 Application, for further details.

serve the customer. To transport its data signal back to the central office from t remote terminal, the CLEC can purchase unbundled dark fiber, where it is availab between the remote terminal and the central office and equip that fiber with its o electronics.

The second option is a variation of the first one except that the CLEC c purchase a high speed transmission path from Qwest (*i.e.*, a feeder facility – either DS-1 or DS-3) as either an unbundled network element or a service between the remo terminal and the central office to transport its data signal between these two points.

Under the third option, Qwest provides CLECs with "line and station transfer In this arrangement, Qwest moves or switches a customer whose line is equipped w DLC to a full (*i.e.*, from the central office to the customer premises) copper loo provided that the length of the full copper loop would not result in a significa degradation of the voice service. This enables the CLEC to provision its xDSL servi over the entire length of the loop.

Process for Submitting Orders. To support line sharing, Qwest's standa ordering and provisioning processes have been significantly modified to reflect the fa that both Qwest and a CLEC are now serving one end user. The presence of tw carriers for one end user has a substantial effect on the OSS facility inventory, orderin provisioning and maintenance processes. First, Qwest's inventory systems we modified to allow Qwest to inventory CLEC-owned splitter locations, shelf numbers a ports. Second, the ordering and provisioning systems were modified so that they c now recognize line sharing information on CLEC orders. Further, Qwest modified mai

of these systems so that they are now capable of retaining CLEC-specific and end use specific records and of correlating the records.

Once the collocation work is completed for a CLEC choosing the virtu collocation option, CLECs can begin submitting orders for line sharing on qualified loop in that central office. CLECs may submit Local Service Requests ("LSRs") for lin sharing electronically through either of the ordering interfaces Qwest provides – th Web GUI or the application-to-application EDI interface. Once Qwest receives th CLEC's LSR, Qwest representatives use that LSR to generate two service orders – on wholesale and one retail – and enter both orders into Qwest's service order processing systems. The establishment of a retail service order is necessary to ensure that the end user's retail record is updated to reflect that a line sharing arrangement is in place. The wholesale service order is initiated for provisioning and billing purposes and will also provide Qwest's maintenance organizations with the necessary record updates. Once the two service orders move from the service order processing system into Qwest's back-end provisioning systems, they proceed through the back-end systems in much the same way as other service orders.

Provisioning. Basic installation "lift and lay" procedures are used for all line sharing orders. Under this method, the Qwest technician "lifts" the loop from its current termination in a Qwest wire center and "lays" it on a new termination connecting it to the CLEC's collocated equipment in the same central office. Exhibit KAS-ES-6 contains a central office "job aid" that is placed in each central office where CLEC POTS splitters are installed. This job aid assists the central office technician in consistently following

process guidelines when installing and repairing line sharing arrangements. Once a POTS splitter has been installed in a central office, Qwest will provision a shared loop within the same standard interval as xDSL loops. See Exhibit KAS-ES-7 for a description of the line sharing provisioning flow and task list.

As part of the standard provisioning process for Line Sharing, Qwest will perform an electrical fault test on the data side of the POTS splitter. Due to the limited amount of available testing equipment, the testing will initially occur in specific Central Offices. Testing equipment is being deployed in accordance with priorities provided by CLEC input. Qwest makes available to CLECs a copy of Qwest's deployment schedule (that outlines the deployment order and target deployment schedule by Central Office) on the wholesale web site. Estimates from Qwest's equipment manufacturer indicate that all Qwest Central Offices that currently have CLEC splitters placed via a Common Area Splitter Collocation could be equipped with this technology by early December 2001.

In response to CLEC requests, Qwest has agreed to reduce the standard interval for 1 to 24 lines from five business days to three business days. The interval for Qwest's own retail DSL service is 10 business days. Other standard installation intervals for line sharing are as follows:

Number of Lines	Installation Interval (No Loop Conditioning Required)	Installation Interval (Loop Conditioning Required[20]
1 to 8	3 business days	15 business days
9-16	3 business days	ICB
17 –24	3 business days	ICB
25 +	ICB	ICB

Maintenance and Repair. Qwest is responsible for repairing both the voice services provided over line sharing and the physical line between the network interface device at the end user premises and the point of demarcation in the Qwest central office. Qwest is also responsible for inside wiring at the end user premises in accordance with the terms of any inside wire maintenance agreements between Qwest and the end user. See Exhibit KAS-ES-8 for a copy of the line sharing maintenance process flow and task list functions.

In addition, the CLEC has access to line sharing at the point where the combined voice and data loop is cross-connected to the POTS splitter. The CLEC is responsible for repairing data services provided on line sharing arrangements. Qwest and the CLEC are responsible for maintaining their own equipment. The entity that controls the POTS splitter is responsible for its repair and maintenance.

Qwest has also developed procedures for handling interruptions to the customer's service. If an end user reports trouble with his voice service that may be related to the use of line sharing for data services, Qwest and the CLEC will work together with the end user to solve the problem. Qwest will not disconnect the data

20 For a discussion of the loop conditioning process, *see* the Affidavit of Jean M.

service provided to an end user via line sharing without the written permission of the CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice telephone calls.

Performance. Qwest, along with interested CLECs through the ROC workshops and the Technical Advisory Group ("TAG"), has identified which performance measurements are used for access to shared loops (line sharing). The following measurements apply specifically for shared loops:

- OP-3: Installation commitments met.
- OP-4: Installation interval.
- OP-5: New service installation without trouble report for 30 days after installation.
- OP-6: Delayed days.
- OP-15: Interval for pending orders delayed past due date.
- MR-3: Out of Service Cleared Within 24 Hours.
- MR-4: Out of Service Cleared Within 48 Hours.
- MR-6: Mean time to restore.
- MR-7: Repair repeat report rate.
- MR-8: Trouble rate.

The definitions for each performance indicator can be found in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-6. In addition, where appropriate, line sharing performance results are included in the pre-ordering, ordering and billing

measurements. These measurements produce results that aggregate unbundled network elements service orders submitted via IMA or EDI.

As of August 31, 2001, Qwest had not received any orders for line sharing in South Dakota. When data becomes available for South Dakota, it can be found on the following web-site: www.qwest.com/wholesale/results. However, Qwest's processes and performance for line sharing are being evaluated in the ROC Third Party Test (3PT).

Although Qwest has not yet received any orders for line sharing in South Dakota, Qwest stands ready to provide access to line sharing in a non-discriminatory manner to CLECs in quantities that competitors may reasonably demand. In fact, as previously mentioned, by July 31, 2000, Qwest had equipped three central offices in South Dakota based on the initial interim line sharing forecasted demand.

Moreover, for the past four months for which regional performance data is available – May through August 2001 – Qwest met 97% of its installation commitments in the 14-state region.[21] These installations have been reliable, as more than 97.5% of May through August 2001 orders did not produce a trouble report within 30 days of the

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21 Qwest Performance Results, Regional, October 5, 2001 at pp. 42 (OP-3A), 46 (OP-3B), 50 (OP-3C) ("Regional Performance Results"). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

installation.[22] Further, the average installation interval for the past four months was 3.66 days.[23]

III. SUBLOOPS

In the UNE Remand Order, the FCC identified the subloop as a new unbundled network element that must be unbundled in both the loop plant and interoffice facilities.[24] The FCC's unbundling requirements went into effect for dark fiber on May 17, 2000.[25] Qwest accordingly modified its SGAT to include a legally binding obligation to provide unbundled access to the subloop.

The FCC has defined the subloop element as any portion of the loop that it is technically feasible to access at terminals in the ILEC's outside plant, including inside wire.[26] An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, network interface device, minimum point of entry, single point of interconnection, main

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22 Regional Performance Results at pp. 66 (OP-6). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

23 Regional Performance Results at pp. 68 (OP-4A), 72 (OP-4B), 76 (OP-4C). See Affidavit of Michael G. Williams Exhibit MGW-PERF-4.

24 UNE Remand Order, ¶ 205.

25 *Id.*

26 *See* 47 C.F.R. § 51.319(a)(2).

distribution frame, remote terminal, feeder distribution interface ("FDI"), or serving area interface ("SAI").[27]

Qwest provides CLECs with unbundled access to subloops in South Dakota under nondiscriminatory terms and conditions outlined in section 9.3 of its SGAT. For subloop unbundling purposes, Qwest divides accessible terminals into two categories. "MTE terminals" are those within a building in a multiple tenant environment ("MTE") or accessible terminals physically attached to a building in an MTE.[28] "Detached terminals" are all other accessible terminals.[29] Different terms and conditions apply for MTE terminals than for detached terminals; these differences are outlined below.

In order to provide unbundled subloops in the most timely and affordable manner, Qwest offers "cross-connect collocation."[30] This unique form of collocation is governed by the subloop section of Qwest's SGAT and allows Qwest to provide subloops to CLECs at shorter intervals and substantially reduced rates. Cross-connect collocation consists of a field connection point ("FCP") within a Qwest premises for the sole purpose of creating a cross-connect field to support subloop unbundling.[31] An FCP

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27 UNE Remand Order, ¶ 205.

28 *See* SGAT § 9.3.1.1.1.1. Qwest premises located on real property that constitutes a campus environment, yet are not within or physically attached to a building not owned by Qwest, are not considered MTE terminals. *Id.*

29 *See* SGAT § 9.3.1.1.1.2. The most common type of detached terminal is a feeder distribution interface where Qwest's feeder and distribution are cross-connected together.

30 *See* SGAT § 9.3.1.4.2.

31 *See* SGAT § 9.3.1.4.2.

is a demarcation point that allows a CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine unbundled subloop elements.[32] When an FCP is required, it must be in place before subloop orders are processed.[33]

Qwest is not required to build additional space for a CLEC to access subloop elements.[34] When technically feasible, Qwest allows a CLEC to construct its own structure adjacent to Qwest's accessible terminal.[35] Where space is available, CLECs can collocate within Qwest's remote terminals. Collocating at the remote terminals lets CLECs gain access to the copper subloop element by cabling or connecting to the cross-connect panel or serving area interface. Where space is not available within a remote terminal, the CLEC can deploy its own adjacent cabinet, and Qwest will provision an interconnecting cable from the FDI to the CLEC's cabinet.

The FCC has adopted a best practices approach to subloop unbundling. Under this approach, if one state determines that it is technically feasible to unbundle subloops at a designated point, an ILEC in any state has the burden of demonstrating, pursuant to state arbitration proceedings under section 252 of the 1996 Act, that it is not

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32 See SGAT § 9.3.1.4.

33 See SGAT § 9.3.1.4.1.

34 UNE Remand Order, ¶ 224.

35 See SGAT § 9.3.4.3.1.

technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.[36] Qwest's SGAT reflects this FCC requirement.[37]

Exhibit KAS-ES-9 contains diagrams that illustrate common loop architectures in the Qwest outside plant architecture. Qwest based its standard subloop offering on the common loop architectures found in its outside plant facilities.

The following standard subloop elements are generally available:

- *Two-wire/four wire unbundled distribution loop*: A Qwest-provided facility from the Qwest accessible terminal to the demarcation point or NID at the end-user location.[38]
- *DS-1 capable unbundled feeder loop*: A digital transmission path that is provisioned from a Qwest central office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal.[39]
- *Two-wire/four wire non-loaded distribution loop*: A Qwest-provided facility without load coils and excess bridged tape from the Qwest accessible terminal to the demarcation point or NID at the end-user location.[40]
- *Intrabuilding cable loop*: A Qwest-provided facility from the building terminal inside an MTE to the demarcation point at the end-user customer premises inside the same building. This subloop element is only available when Qwest owns the intrabuilding cable.[41]

In addition to the standard subloop offerings listed above, CLECs may request other types of subloops. The provisioning processes for nonstandard subloops will

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36 See 47 C.F.R. § 51.319(a)(2)(iii).

37 See SGAT § 9.3.1.6.

38 See SGAT § 9.3.2.1.1.

39 See SGAT § 9.3.2.2.1.

40 See SGAT § 9.3.2.1.2.

necessarily vary depending on the particular portion of the loop requested by the CLEC. This means that Qwest cannot develop detailed provisioning methods and procedures for accessing a particular generic subloop element without input from the CLEC regarding which particular technically feasible point it wants to use to access the subloop. Because Qwest's provisioning responsibilities depend on the nature of the subloop requested by the CLEC, Qwest provides CLECs access to all nonstandard subloops through interconnection agreements, which enable CLECs to negotiate the particular terms and conditions for provisioning the requested unbundled subloop element.

Qwest further defines the specifications, interfaces and parameters associated with subloops in Technical Reference Publication No. 77405. In addition, the PCAT provides CLECs with product information, rate elements and availability. CLECs can access the PCAT at URL: http://www.qwest.com/wholesale/pcat/index.html.

MTE Terminal Subloop Access. Qwest offers a streamlined process for CLECs to obtain access to subloop elements in MTE terminals. First, the CLEC must determine who owns the intra-MTE facilities. Qwest responds to inquiries regarding ownership of facilities within ten business days, in accordance with the Commission's established timeframe for such inquiries.[42] If the landlord owns the intra-MTE facilities,

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41 *See* SGAT § 9.3.2.1.3.

42 Promotion of Competitive Networks in Local Telecommunications Markets; Wireless Communications Assoc. International, Inc., Petition for Rulemaking to amend § 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services; Implementation of the Local Competition Provision in

Detached terminal subloop access. For all accessible terminals apart from MTE terminals, access to unbundled subloop elements must be made through a field connection point ("FCP") in conjunction with either a cross-connect collocation or, if power and/or heat dissipation is required, a remote collocation.[45] To the extent that the detached terminal does not have adequate capacity to house the network interface associated with the FCP, the CLEC may opt to use adjacent collocation to the extent that it is technically feasible.[46]

Ordering and Provisioning – Overview. A CLEC may submit orders for subloops after the FCP is in place in the case of Detached Terminals or after the inventory is in place for MTE Terminals. Both have a defined ordering process spelled out in the SGAT. When an FCP is required, the CLEC will complete the FCP Request Form attached as Exhibit KAS-ES-10. To place an FCP, the CLEC will first submit a Field Connection Point Request Form to their Qwest Account Manager. Upon receipt of the Field Connection Point Request Form, Qwest initiates a Feasibility study and an FCP quote.

Qwest completes an inventory of CLEC terminations at MTE terminals for several reasons. The overarching reason is to clearly identify the interconnection point between the Qwest and CLEC networks. The inventory allows the CLEC to specify the access point for the individual subloop(s) being requested. Finally, the termination inventory facilitates the ordering process, maintenance and repair between the parties and billing

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45 *See* SGAT § 9.3.4.1.

46 *See* SGAT § 9.3.4.2.

detail for the subloop elements. Specifically, the CLEC populates the LSR with this termination information to order subloops. In addition, the CLEC designates which subloop element it desires by listing the appropriate NC/NCI codes.

For added CLEC convenience, Qwest has standardized LSRs for requesting subloop access alone or in conjunction with a request for number portability. Qwest's electronic ordering interfaces, IMA-GUI and IMA-EDI, allow CLECs to issue LSRs for subloop elements.

For subloop unbundling, issuance of an LSR is critical to allow Qwest to continue to manage and maintain its network. Even in MTE terminals, where CLEC personnel will be performing the physical jumper work, it is essential that Qwest be aware when a CLEC is accessing a portion of the loop. Qwest must update its facility inventory systems to reflect that portion of the loop is not available for re-assignment. This is accomplished through the creation of a unique circuit identification ("circuit ID") for the subloop element between the demarcation point and the CLEC interconnection point. Qwest's internal service order, issued as a result of the LSR, carries the circuit ID and updates Qwest's inventory systems (to reflect the element is not spare), maintenance systems and billing system. Additionally, in the case of an existing customer converting from Qwest retail service, the LSR serves to disconnect the retail service and cease billing to the end user customer. Exhibit KAS-ES-11 provides an overview of the ordering and process for accessing intra building cable at an MTE terminal. In addition, KAS-ES- 12 contains the MTE Access Protocol that can be utilized by CLEC installation personnel when accessing subloops at an MTE terminal.

no further process is required: the CLEC can work directly with the landlord to reach end-user customers. If Qwest owns the facilities, the CLEC next informs Qwest of the terminations it requires to access subloop elements at the MTE terminal. Qwest then creates an inventory of those terminations, which is necessary for effective maintenance, repair, and billing.

Upon completion of the inventory process, which takes no more than five days, the CLEC can begin placing orders for individual subloop elements using standard LSRs. Usually the CLEC runs the required jumpers, thereby allowing the CLEC to control the provisioning interval and to lower its costs. In some cases – for example, when a detached terminal is located on an MTE – Qwest must run the jumpers, and the interval is five days (the same interval as for an unbundled loop).

Access to distribution loops or intrabuilding cable loops at an MTE terminal within an MTE not owned by Qwest is achieved through an MTE point of interconnection ("MTE-POI"),[43] which serves as the demarcation point between CLEC facilities and Qwest facilities.[44]

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the Telecommunications Act of 1996; Review of Sections 68.104, and 68.213 of the Commission's Rules Concerning Connection of Simple Inside Wiring to the Telephone Network, First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 96-98, and Fourth Report and Order and Memorandum Opinion and Order in CC Docket No. 88-57, FCC 00-366, 15 FCC Rcd 22983 (rel. Oct. 25, 2000) ("MTE Order")

[43] *See* SGAT § 9.3.3.1.

[44] *See* SGAT § 9.3.1.5.1.

Moreover, Qwest believes that the Ordering and Billing Forum (OBF) is in the processes of developing industry LSR guidelines to accommodate subloop ordering. The OBF is an industry body made up of telecommunications providers that develop national guidelines for preordering, ordering and billing of resale, interconnection, UNE and exchange access products/services. As those standards are developed Qwest has every intention of using those guidelines allowing for ease in CLEC ordering from multiple BOCs across the United States.

Maintenance and Repair. Qwest will maintain all the FCPs and unbundled subloop facilities; and the CLEC is responsible for maintaining all of its cable connections, equipment and network elements connected to the Qwest network. Exhibit KAS-ES-13 contains a flowchart that outlines the unbundled subloop maintenance process and the maintenance tasks performed by Qwest personnel. In particular, the circuit ID that results from issuance of an LSR provides the Qwest repair personnel with the ability to identify the address of the subloop network element, the ownership of the subloop network element, and the terms with which the technician is to perform maintenance activities on the subloop network element. Without this record of the subloop, Qwest does not have the ability to fulfill its maintenance obligations; in fact, Qwest would not be able to accept a repair call/trouble report.

Performance. Parties in the ROC proceeding have agreed that Qwest should disaggregate results for subloops on 10 existing performance measurements. These measurements concern installation/provisioning and repair/maintenance. The

OP-4	Installation Interval
OP-5	New Service Installation Without Trouble After Installation
OP-6	Delayed Days
OP-15	Interval for Pending Orders Delayed Past Due Date
MR-3	Out of Service Cleared within 24 Hours
MR-4	Out of Service Cleared within 48 Hours
MR-6	Mean Time to Restore
MR-7	Repair Repeat Report Rate
MR-8	Trouble Rate

Additionally, where appropriate, subloop results are included in the Pre Ordering/Ordering and Billing measures. These measures produce results tha aggregate UNEs or requests submitted via IMA and EDI.

On September 25, 2001, the Liberty Consulting Group, an independent thir party retained as part of the ROC OSS Test, completed its audit of Qwest

agreed upon measurements for subloops are listed in the table below. The definitions can be found in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-6.

Indicator Number	Performance Indicator

performance measures and concluded that "the audited performance measur accurately and reliably report actual Qwest performance."[47]

As of August 31, 2001 Qwest had not provisioned any subloops in South Dakot When data becomes available for South Dakota, it can be found on the following we site: www.qwest.com/wholesale/results. However, Qwest's processes and performan for subloops are being evaluated in the ROC Third Party Test (3PT).

IV. DARK FIBER

Section 271(c)(2)(B)(v) of the Act requires a BOC to provide "local transport fr the trunk side of a wireline local exchange carrier switch unbundled from switching other services."[48]

In the UNE Remand Order, the Commission identified dark fiber as a n unbundled network element that must be unbundled in both the loop plant a interoffice facilities.[49] The FCC required the unbundling of dark fiber both in the lo plant and interoffice facilities. The order states:

> 174. Dark Fiber. We also modify the loop definition to specify that the loo facility includes dark fiber. ...[We] conclude that both copper and fiber alik represent unused loop capacity. We find, therefore, that dark fiber an

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47 *See* Final Audit Report at 2-3 in the Affidavit of Mr. Michael G. Williams in Exh MGW-PERF-2.

48 *See* 47 U.S.C. § 271(c)(2)(B)(v); *see also* 47 C.F.R. § 51.319(d) ("An incumb LEC shall provide nondiscriminatory access . . . to interoffice transmiss facilities on an unbundled basis to any requesting telecommunications carrier the provision of a telecommunications service.").

49 UNE Remand Order, ¶ 326.

CONTINUATION

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extra copper both fall within the loop network element's "facilities, functions, and capabilities."[50]

325. Dark Fiber. In addition, we modify the definition of dedicated transport to include dark fiber. Dark Fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. As discussed above, dark or "unlit" fiber, unlike "lit" fiber, does not have electronics on either end of the dark fiber segment to energize it to transmit a telecommunications service . . .[51]

The Commission's unbundling requirements went into effect for dark fiber on Ma 17, 2000.[52] Following the release of the UNE Remand Order, Qwest modified its SGA to include a legally binding obligation to provide unbundled access to deployed da fiber. Qwest's dark fiber offerings include both interoffice and loop dark fiber, accordance with Commission requirements.[53] This affidavit represents the enti discussion of dark fiber in this application for 271 authority; it addresses both the loo and transport varieties of dark fiber.

Unbundled dark fiber is a deployed, unlit fiber optic cable or strands th connects two points within the Qwest network. Qwest provides unbundled dark fiber substantially the same quality as the fiber facilities that Qwest uses to provide service its own end user customers and within a reasonable time frame. Qwest has a leg

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50 UNE Remand Order, ¶ 174.

51 UNE Remand Order, ¶ 325.

52 *See* 47 C.F.R. § 51.319(d).

53 *See* SGAT § 9.7.1

obligation to provide dark fiber to CLECs in South Dakota under terms outlined in SGAT.[54] In South Dakota, as of August 30, 2001, Qwest has received no requests unbundled dark fiber.

Dark fiber is lit by attaching electronics. Each CLEC is responsible for obtaini and connecting electronic equipment, whether light-generating or light-terminati equipment, to the unbundled dark fiber. In the *UNE Remand Order*, the FC acknowledged that dark fiber does not consist of the electronics necessary to transmi telecommunications service, (i.e., the fiber is "dark" and not "lit" with the electro equipment that is required to use the fiber strands to transmit voice or data traffic).[55]

Should a CLEC desire access to fiber optic cable or strands that have t necessary electronics to transmit voice and data, the CLEC would not order unbundl dark fiber. Instead, the CLEC would order the appropriate high capacity OC-le options that are available in the unbundled dedicated interoffice transport (UDIT) or unbundled loop sections of the SGAT.[56]

Qwest provides unbundled dark fiber of substantially the same quality as the fil facilities that Qwest uses to provide service to its own end user customers[57] and wit a reasonable time frame. Qwest reserves a nominal quantity (not more than percent of the fibers in a sheath or two strands, whichever is greater) of fibers in a ca

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54 *See* SGAT § 9.7

55 UNE Remand Order, ¶ 325.

56 *See* SGAT at § 9.6.1 and 9.2.2.6

57 *See* SGAT § 9.7.2.1.

to maintain network survivability and reliability.[58] Qwest does not reserve fiber unknown and unspecified future growth; it retains for its own use only fiber that h been specifically earmarked to serve customer needs in the near future.

Dark fiber transport is available between two Qwest wire centers, or between t Qwest serving wire center and the CLEC's wire center or an IXC's point of presen located within the same Qwest serving wire center area.[59] Dark fiber loop consists of existing loop between a Qwest wire center and either a fiber distribution panel located an appropriate outside plant structure or an end-user customer premises.[60] Dark fi loop includes the terminations at both ends.[61]

Qwest provides CLECs with access to existing dark fiber in its network (used connection with its activities as an ILEC) in either single-mode or multi-mode.[62] single-mode fiber has only one path over which light can be successfully transmitt Multi-mode fiber has many paths through which light may be transmitted, but sever limits operational distance. During the inquiry process, Qwest will inform the CLEC the availability of single-mode and multi-mode fiber.[63]

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58 *See* SGAT § 9.7.2.2.5(a).

59 *See* SGAT § 9.7.1.

60 *See* SGAT § 9.7.1.

61 *See* SGAT § 9.7.1.

62 *See* SGAT § 9.7.2.6.

63 *See* SGAT § 9.7.2.6.

Qwest provides unbundled dark fiber to CLECs in either single-strand or two-strand increments.[64] Qwest made the single-strand option available in May 2001 in order to provide CLECs with greater maintenance flexibility. The two-strand option allows a CLEC to have a transmit and receive path for its telecommunication services on separate fibers.

Qwest provides access to unbundled dark fiber at accessible terminations such as fiber distribution panels.[65] CLECs may request placement of a fiber distribution panel at any building or controlled environment location in the Qwest network in order to access unterminated unbundled dark fiber.[66] In addition, in response to CLEC request during the state workshop process, Qwest agreed to make dark fiber available at splice points, subject to conditions outlined in the SGAT.[67] Splice case access is available when 1) unspliced fiber is available; 2) available unspliced fiber is not ribbon fiber; 3) splice capacity is available in the Qwest splice case; 4) space exists for the CLEC splice case.[68] When a CLEC requests splice case access, Qwest will perform the splice in Qwest's splice case, and the CLEC shall not have access to Qwest's splice case.[69]

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64 *See* SGAT § 9.7.2.4.

65 *See* SGAT § 9.7.2.2.1.

66 *See* SGAT § 9.7.2.2.3.

67 *See* SGAT § 9.7.2.2.2.

68 *See* SGAT § 9.7.2.2.2.

69 *See* SGAT §§ 9.7.2.2.2.5, 9.7.2.2.2.6.

Qwest will provide a fiber stub for the CLEC to splice the Qwest fiber stub to the CLEC's fiber strand in the CLEC's splice case.[70]

Qwest will provide a CLEC with access to dark fiber that is part of a meet point arrangement between Qwest and another local exchange carrier if the CLEC has an interconnection agreement with the other LEC that permits access to its dark fiber facilities.[71] In these instances Qwest rates, terms, and conditions will apply to the portion of the route owned by Qwest.[72] That is, Qwest charges the full amount of applicable fixed charges and prorates per-mile charges.

Qwest further defines the specifications, interfaces and parameters associated with unbundled dark fiber in Technical Reference Publication No. 77383. In addition the Wholesale Product Catalog (PCAT) provides CLECs with detailed product information, rate elements and availability. CLECs can access the PCAT at URL http://www.qwest.com/wholesale/pcat/index.html.

Ordering and Provisioning - Overview.

Qwest has established a process for the ordering and provisioning of dark fiber.[73] The first step in the Pre Ordering process is to find out if there is UDF connectivity and space capacity using The Fiber Data Reports (formerly called The Loop Fiber Inventory Tool). In order to access The Fiber Data Report a CLEC must obtain a digital certificat

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[70] See SGAT § 9.7.2.2.7.

[71] See SGAT § 9.7.2.20.

[72] See SGAT § 9.7.2.20.

[73] See SGAT § 9.7.3.1.

from Qwest. The certificate enables our server to establish a secure connection to the CLEC's browser. Secondly, the certificate lets Qwest to associate the CLEC's browser to the CLEC's records in the Qwest user database. The Fiber Loop Data Reports available include:

* Building Electronics Inventory Report
* Fiber Products Spare Count Report, and
* Fiber Inventory Report

Report 1: The Building Electronics Inventory Report

This report aggregates spare or available network elements that makeup the equipment installed at a given building. Spare quantities are reported as:

Installed quantity that makes up the total spare quantity available for the specific type of equipment.

Spare quantity that makes up installed minus any unused or unavailable spare for the specific type of equipment.

Report 2: The Fiber Products Spare Count Report

This report is a strategic tool used to view spare capacity on an aggregate basis for DS1, DS3, or ISDN products for a geographic area (Serving Wire Center). The spare capacity shown represents the sum of all spare capacity for the specified model in a product line at the geographic location.

Report 3: The Fiber Loop Inventory Report

The Fiber Loop Inventory Report displays an inventory of fiber optic cables in the Qwest network, including installed and spare capacities. The cable records are broken down by cable name, start and stop points, and pair information.

An inquiry is issued to determine the actual availability of dark fiber between any two requested locations: between two Qwest wire centers, between a Qwest wire center and an end user premises, between a Qwest wire center and an appropriate outside plant structure, or between a Qwest wire center and a CLEC wire center.[74]

A CLEC must submit an inquiry request through its account team, specifying the two locations and the number of fibers requested.[75] If dark fiber is available, Qwest will respond with up to five available dark fiber routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify the CLEC that such additional routes exist and negotiate how that additional information will be made available.[76] Exhibit KAS-ES-14 contains a process flow for the CLEC dark fiber inquiry.

The second step of the ordering process is the Field Verification & Quote Preparation (FVQP) Process. The FVQP is only required when the request is for access to unbundled dark fiber loops via an outside plant structure arrangement. FVQP is also used for splice point/subloop inquiries. A quote and implementation timeline will be developed and communicated to the CLEC. The established interval for an outside

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[74] *See* SGAT § 9.7.3.1.

[75] *See* SGAT § 9.7.3.1.

[76] *See* SGAT § 9.7.3.1.3.

plant structure inquiry is 20 business days. Exhibit KAS-ES-15 contains a flow cha that shows the field verification and quote process flow between departments.

The third step in the ordering process is the provisioning phase. When step or or steps one and two above have been completed, the CLEC may choose to ord unbundled dark fiber. Qwest provisions dark fiber in South Dakota utilizing define procedural flows. Exhibit KAS-ES-16 contains a flowchart showing the tasks performe by Qwest personnel in order to provision dark fiber requests.

Maintenance and Repair - Overview

Unbundled dark fiber creates a unique maintenance challenge for Qwest and requesting CLECs. Consistently, in its high capacity interoffice network, Qwest has network monitoring equipment to alarm and pin-point network failures. Such monitoring is normally performed using the electronic equipment connected to the fiber, which in this case is owned and controlled by the CLEC. Therefore, it is critical that Qwest and the CLEC perform cooperative testing and trouble isolation after the CLEC has isolated the trouble to the Qwest portion of the unbundled dark fiber to identify where trouble points may exist. However, in the case of a major cable failure (or cut) that affects the entire cable, Qwest would normally detect problems on their fibers. Qwest has a notification process in place to alert the CLEC when such major network outages occur.

Performance Indicators

The parties in the ROC proceeding have agreed that Qwest should disaggregate results for dark fiber on eight existing performance measurements. These measurements concern installation/provisioning and repair/maintenance. The agreed

upon measurements for dark fiber are listed in the table below. The definitions for these performance indicators can be found in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-6.

Indicator Number	Performance Indicator
OP-3	Installation Commitments Met
OP-4	Installation Interval
OP-5	New Service Installation Without Trouble Reports for 30 Days After Installation
OP-6	Delayed Days
OP-15	Interval for Pending Orders Delayed Past Due Date
MR-6	Mean Time to Restore
MR-7	Repair Repeat Report Rate
MR-8	Trouble Rate

On September 25, 2001, the Liberty Consulting Group, an independent third party retained as part of the ROC OSS Test, completed its audit of Qwest's performance measures (PIDs) and concluded that "the audited performance measures accurately and reliably report actual Qwest performance.[77]" Qwest has offered to have Liberty verify its audit by conducting data reconciliation with any CLEC that believes

[77] See Final Audit Report at 2-3 in the Affidavit of Mr. Michael G. Williams in Exhibit MGW-PERF-2.

Qwest's performance data is inaccurate. No party has questioned the authenticity o accuracy of dark fiber performance PID data.

Qwest does not have performance data available for dark fiber in South Dakot due to the lack of orders from CLECs. When South Dakota data becomes available, can be found on the following web-site: www.qwest.com/wholesale/results.

V. PACKET SWITCHING

The FCC does not require ILECs, such as Qwest, to unbundle packet switching except in extremely limited circumstances.[78] Qwest's obligation to unbundle packe switching depends upon whether Qwest has placed DSLAMs in a remote terminal Specifically the FCC stated:

> . . . the incumbent LECs must provide requesting carriers with access to unbundled packet switching in situations in which the incumbent has placed its DSLAM in a remote terminal.[79]

The FCC rules for packet switching must be read in context with this quote fron paragraph 313 of the UNE Remand. Section 51.319 of the FCC's rules states:

> (B) An incumbent LEC shall be required to provide nondiscriminatory access to unbundled packet switching capability only **where each of the following conditions are satisfied** (emphasis added):
>
> (i) The incumbent LEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section

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[78] UNE Remand Order, ¶ 306.

[79] UNE Remand Order, ¶ 313.

(e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

(iii) The incumbent LEC has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by § 51.319(b); and

(iv) The incumbent LEC has deployed packet switching capability for its own use.

On a practical basis, if the first three conditions are met, and Qwest did not have a DSLAM located in a remote terminal, unbundled packet switching located in the central office would be of little value. The CLEC (or Qwest for that matter) would not be able to connect the end user to that central office placed (or even central office accessed) DSLAM on a clean copper pair.

Qwest currently has such a limited number of remotely deployed DSLAMs, serving such a limited number of customers, that it believes the four conditions identified by the FCC will rarely exist in Qwest's current network. However, Qwest has committed to provide unbundled packet switching when each of the FCC's four criteria are met.[80] Qwest is legally obligated to provide unbundled packet switching in its south Dakota SGAT.

Qwest has announced plans to remotely deploy DSLAMs on a broader scale. When Qwest deploys remotely located DSLAMs in its network for use by retail

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[80] See SGAT §9.20.

customers. Qwest will concurrently develop and deploy a network architecture that will provide space for CLECs to also remotely locate their DSLAMs in remote field locations such as at Feeder Distribution Interfaces (FDIs).

The Qwest Unbundled Packet Switching (UPS) offering provides the functionality of delivering packet data units via a virtual channel between a CLEC demarcation point and the Remote DSLAM. Unbundled Packet Switching includes use of transport facilities, DSLAM functionality and ATM electronics necessary to generate a virtual channel. It may also include use of a distribution loop.

Although packet switching is one UNE, it is akin to shared transport in that it is necessarily a combination of several different pieces of the network. Two pieces of the network, that heretofore have never been unbundled or part of a UNE combination are:

1. Unbundled Packet ATM Switch Interface Port
   * DS1 or DS3 interface that serves as the physical entry points into the ATM Cell Relay Service Network
   * This UNE must be in place prior to CLEC ordering an Unbundled Packet Switching Customer Channel
2. Unbundled Packet Switch Customer Channel

   This element consists of:
   * DSLAM functionality
   * Virtual channel that will serve as the originating and terminating points for Virtual connections

See Exhibit KAS-ES-17 for a diagram showing the Qwest unbundled pac switching offering. In addition, a CLEC would require some type of distribution subl either self provided, or obtained from Qwest, to reach the end user customer.

Qwest defines the specifications, interfaces and parameters associated v unbundled packet switching in Technical Reference Publication No. 77408. T Wholesale Product Catalog ("PCAT") also provides CLECs with detailed prod information, rate elements and availability. CLECs can access the PCAT at UR http://www.qwest.com/wholesale/pcat/index.html.

Qwest believes that the publication and use of technical publications is a invaluable tool to provide a level of product detail that is not feasible in tariff or contra language. In response to concerns expressed by the CLEC community, Qwe announced on October 13, 2000 an augmentation to the existing Change Managemer Process ("CMP") to include changes to products, business processes and technica publications. Now CLECs will receive notice of changes, and a forum for providin feedback on the changes. In addition, CLECs can use this process to request changes and to have their requested changes to be publicly tracked and reported.

Qwest will provide a CLEC with unbundled packet switching in South Dakota However, as of August 30, 2001, Qwest has not received any requests for unbundlec packet switching in South Dakota.

Exhibit KAS-ES-18 describes the process flow to order unbundled packet switching. The CLEC must first have had Qwest deny their request for remote collocation in a location where a Qwest DSLAM has been deployed. When that has

been confirmed, the CLEC with their Account Team, must first order the UPS Interfac Port. When the UPS interface port is in place, the CLEC orders the UPS Custome Channel and, if desired, the unbundled distribution loop.

In regards to performance measurements, the ROC TAG has determined there will be no additional measurements for packet switching. However, nothing has beer done to exclude the packet switching LSRs from the PIDs. For example, PO-4-LSRs rejected would include information on packet switching LSRs that rejected for any reason.

VI. SUMMARY AND CONCLUSION

I have demonstrated that Qwest has a concrete and specific legal obligation, consistent with all FCC requirements, to provide access to emerging services, *i.e.*, line sharing, subloop unbundling, dark fiber, and packet switching. The revised South Dakota SGAT attached to this petition has been updated to incorporate changes to the SGAT agreed to in other 271 emerging services workshops on these same topics, as well as language proposed by Qwest to address concerns raised in those workshops.

Qwest has the processes in place to make access to each of these elements available to CLECs upon request and has developed PIDs so CLECs and the Commission can assess how well Qwest is making access to UNEs available. Qwest's processes and procedures for provisioning these elements are being completely evaluated during the ROC OSS testing.

This Commission should find that Qwest has satisfied the emerging services obligations in the state of South Dakota.

BEFORE THE

PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET TC01-

Being first duly sworn upon oath, I declare under penalty of perjury under t laws of the United States of America that the foregoing is true and correct to the best my knowledge, information, and belief.

Executed on this 11th day of October, 2001.

Karen A. Stewart
Karen A. Stewart

STATE OF Oregon

COUNTY OF Multnomah

OFFICIAL SEAL
JANICE KAY KERR
NOTARY PUBLIC-OREGON
COMMISSION NO. 326256
MY COMMISSION EXPIRES SEPT. 17, 2003

Subscribed and sworn to before me this 11 day of October, 2001.

Janice Kay Kerr
Notary Public

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET TC 01-

QWEST CORPORATION'S

EXHIBITS TO THE AFFIDAVIT

OF

KAREN A. STEWART

EMERGING SERVICES

OCTOBER 24, 2001

INDEX TO EXHIBITS

DESCRIPTION	EXHIBIT
Qualifications	KAS- ES-1
Interim Line Sharing Agreement	KAS-ES-2
Final Line Sharing Agreement	KAS-ES-3
Line Splitter Collocation Placement	KAS-ES-4
Line Splitter Common Area Placement	KAS-ES-5
CLEC POTS Splitters Job Aid	KAS-ES-6
Description Line Sharing Provisioning Flow and Task List	KAS-ES-7
Line Sharing Maintenance Process Flow and Task List Functions	KAS-ES-8
Common Loop Architecture Diagram	KAS-ES-9
FCP Request Form	KAS-ES-10
Ordering Process for Accessing Intra Building Cable at MET Terminal	KAS-ES-11
MTE Access Protocol	KAS-ES-12
Flowchart Unbundled Subloop Maintenance Process	KAS-ES-13
Process Flow for CLEC Dark Fiber Inquiry	KAS-ES-14
Field Verification and Quote Process Flowchart	KAS-ES-15
Dark Fiber Provisioning Task Flowchart	KAS-ES-16
Qwest Unbundled Packet Switching Offering Diagram	KAS-ES-17
Qwest Unbundled Packet Switching Process Flow	KAS-ES-18

QUALIFICATIONS OF KAREN A. STEWART

I received a Bachelor of Science degree in Business Administration from Portland State University in 1980, and a Masters degree in Business Administration from the University of Oregon in July 1994. I have been employed by Qwest (previously known as Pacific Northwest Bell and U S WEST) since 1981. I have held a variety of positions in Qwest, including sales, product management, regulatory affairs, issues management, and E911 project management and technical design. Currently I am responsible for representing Qwest in a number of 271 workshops related to Qwest's provisioning of unbundled network elements (UNEs).

INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.

2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.

3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.

4.

5. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.

6. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.

7. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

8. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:

(a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.

(b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.Under either option (a) or (b), the

POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.

9. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.

(a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment. However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

(b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.

10. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

11. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.

12. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection

agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from

13.

the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

14. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for

the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

15. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

16.

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

17. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.

18. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.

19. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.

20. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

21. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.

22. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.

23. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:

(a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC

will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.

(b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.

(c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.

(d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.

24. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

25. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

26. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25

	Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	
Common Area Splitter Collocation Non-Recurring	Installation	$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the $5,000.00 flat rate
Non-recurring for TIE cable reclassification	TIE cables	Time and material for engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

* The relevant interconnection agreement between ILEC and CLEC.

27. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

28. CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of $5.40 per month per shared line; or

(b) A rate of $0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to $8.25 unless ILEC continues to charge a rate of $0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of $0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of $0 per month per shared line until such time as it begins to charge all CLECs $8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

29. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices

are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

30. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

OTHER

31. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

32. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.

33. In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.

34. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.

35. This Agreement only may be amende in writing executed by all Parties to be bound by the amendment.

36. During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.

37. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.

38. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.

39. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the introductory paragraph to this agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.

40. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

41. Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.

U S WEST, Inc.		@Link Networks, Inc.
John A. Kelley		Tim O'Neill
President – Wholesale Markets		Chief Network Officer
Date		Date

Arrival Communications, Inc.		BridgeBand Communications, Inc.
Kevin Timpane		Jon M. Hesse
Vice President – Policy and Carrier Management		Chief Operating Officer and In-House Counsel
Date		Date

CDS Networks, Inc.		Contact Communications
Cleve Tooker		Arlen Taggart

President		Vice President
Date		Date

DIECA Communications, Inc.

Jato Communications Corp.

Timothy Laehy		Patrick M. Greene
Chief Financial Officer		Vice President – Carrier Relations
Date		Date

Montana Wireless, Inc.

MULTIBAND Communications, Inc.

Joan Mandeville		Tim Dodge
Vice President – Administration		Executive Vice President
Date		Date

New Edge Network, Inc.

NorthPoint Communications, Inc.

Robert Y. McMillin		Steve Gorosh
Director – Interconnection		Vice President and General Counsel
Date		Date

RHYTHMS LINKS, INC.

Western Telephone Integrated Communications, Inc.

Eric Geis		Cleve Tooker
Senior Vice President of Regulatory Affairs and Deployment		President
Date		Date

Amendment No. __ to the Interconnection Agreement
Between
[CO-PROVIDER]
and
Qwest Corporation
f.k.a U S WEST Communications, Inc.

This Amendment No. __ ("Amendment") is made and entered into by and between _____ [("CLEC") make provider specific] and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for service in the state of **[insert state]** that was executed by CLEC on **[insert date CLEC signed]** and U S WEST Communications, Inc. on **[insert date Qwest/USW signed]** (the "Agreement"); and

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

AGREEMENT

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

1. **Amendment Terms.**

[Check interconnection Agreement and verify which Attachment this would be.]
This Amendment is made in order to replace the Interim Line Sharing Agreement CLEC entered into on [CD&S: enter date CLEC signed the Line Sharing Letter we sent out] and to add terms, conditions and rates for Line Sharing as set forth in Attachment ___, attached hereto and incorporated herein.

2. **Effective Date.**

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. **Further Amendments.**

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

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

[CLEC]	Qwest Corporation
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name Printed/Typed	Name Printed/Typed
_____	_____
Title	Title
_____	_____
Date	Date

Attachment ___

1. Line Sharing

1.1 Description

Line Sharing provides (Make Provider Specific) CLEC with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 CLEC may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the

future, additional services may be used by CLEC, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither CLEC nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or the CLEC, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 CLEC will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If CLEC requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user CLEC shall pay the rate set forth in Appendix A of the Underlying Agreement for the loops to be restored to their original state.

1.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard

Collocation arrangements set forth in Section ___[Pull Citation from Interconnection Agreement] of CLEC's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 CLEC will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis.. Qwest will keep CLEC forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 CLEC Collocation Area POTS Splitter

1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and CLEC except as expressly noted.

1.3.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in Section ___,[Pull Citation from Interconnection Agreement] of CLEC's Underlying Agreement, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for

installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.3.3 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

1.3.4 CLEC may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest . In the alternative, CLEC may provide all such cabling to Qwest. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.

1.3.6 The demarcation point between Qwest's network and CLEC's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither CLEC nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and CLEC except as expressly noted.

1.4.2 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DSO termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2.

Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

1.4.3 CLEC may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

1.4.4 CLEC may choose to have Qwest provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or CLEC may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, CLEC may request that Qwest directly cable the data port of the POTS splitter to CLEC collocation area under these same terms. Qwest will not be responsible for any inability to

obtain cabling from vendors because of equipment shortages or equipment delays.

1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to CLEC's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, CLEC may request that Qwest directly cable the data port of the POTS splitter to the CLEC Collocation area under these same terms.

1.4.6 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1 If CLEC submitted applications to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.

1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in Section ___(Pull Citation from Interconnection Agreement) of CLEC's Underlying Agreement for Cageless or Common Collocation.

1.5.3 CLEC may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must included, at a minimum, the following:

(a) Month each application will be sent;

(b) The Wire Center by common name for each application;

(c) Type of terminations required for each level of connection; and

(d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DS0 Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Section _____.[Standard Collocation Intervals in the Interconnection Agreement – Pull Citation from there.] of CLEC's Underlying Agreement.

1.5.4 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

1.5.5 If Qwest, acting as purchasing agent for CLEC, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to POTS splitters and cabling, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on site date for the affected Qwest Wire

Center(s) and CLEC will have two (2) business days to determine it will be able to provide the subject equipment in advance of t material on-site date. If CLEC does not notify Qwest in writing its intent to provide the subject equipment within this two (2 business day period, or if CLEC provides such notice to Qwest bu then fails to provide Qwest with the subject equipment in a timel manner, Qwest will install the subject equipment when available.

2. Rate Elements

2.1 Qwest and CLEC specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as se forth in Exhibit A. Qwest and CLEC are continuing to negotiate fina pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

3. Ordering Process

3.1 Shared Loop

3.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for

service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. Qwest will administer all cross connects/jumpers.

3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's Collocated equipment in the same Wire Center.

3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and CLEC acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.

3.1.5 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. CLEC must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply.

3.3 DS0 Termination Reclassification

3.3.1 To the extent CLEC has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DS0 terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

4.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.

4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

4.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

4.3.2 Qwest and CLEC each are responsible for their respective end user base and services.

4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not located in Qwest's network, Qwest will assess CLEC the charge specified in Section 2.

4.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), CLEC may request that Qwest perform additional testing and Qwest may decide to notto perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble(e.g. in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess CLEC the charge specified in Section 2.

4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment will meet the requirements for central office equipment set by the FCC.

4.6 Qwest and CLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

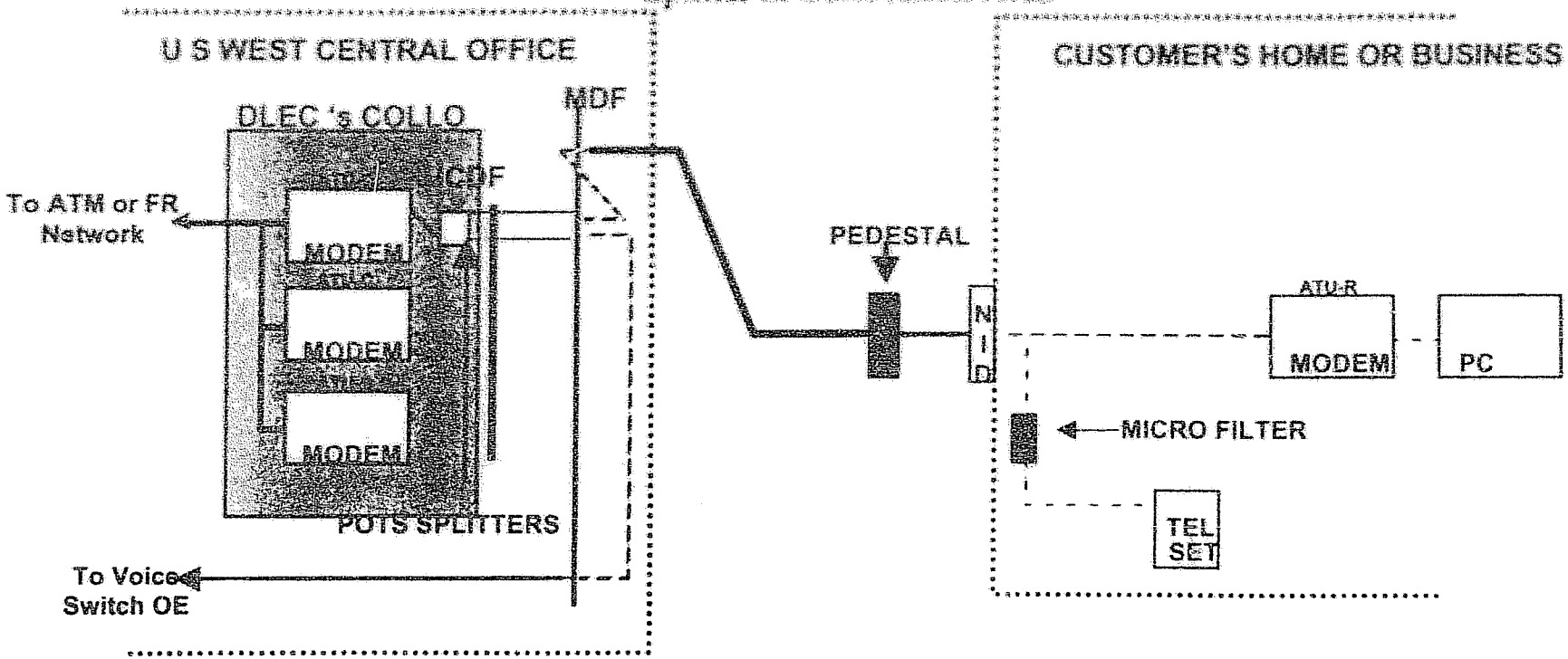
5. Other

5.1 Qwest and CLEC agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not

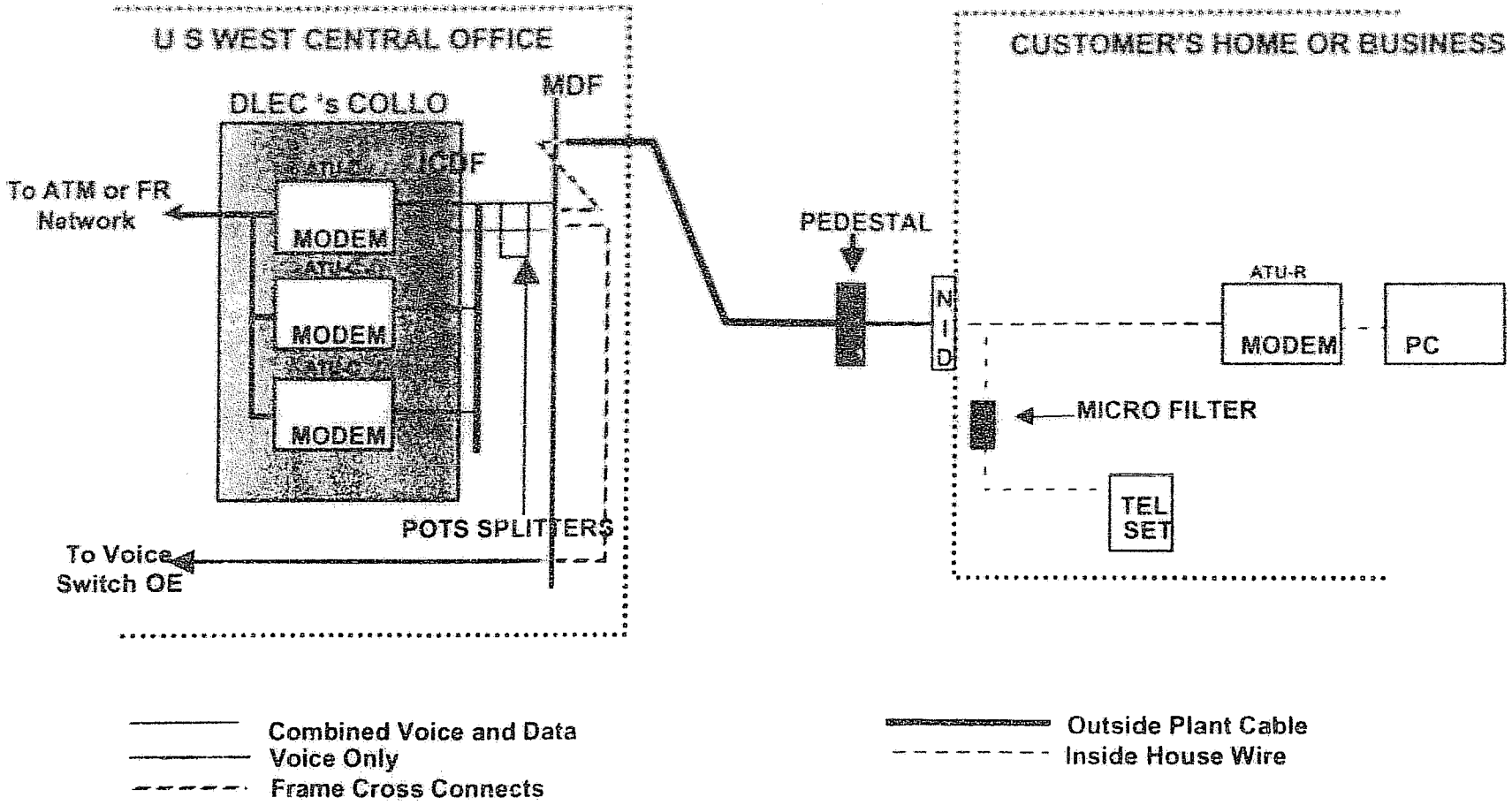
limited to, the following: (i) the positions Qwest and CLEC take in any cost docket related to Line Sharing; and (ii) the positions Qwest or CLEC might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which Qwest must provide CLEC with access to Shared Loops.

6.2 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) Qwest's ability to make Loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

Line Sharing Diagram
Splitter in Collocation Area



Line Sharing Diagram
Splitter in Common Area



LINE SHARING PROVISIONING (NON-DESIGN PROCESS FLOW)

[illegible] service order is created using a basic "lift and lay" procedure on an existing POTS customer. On or before the service order [illegible] Central Office Personnel "lift" the loop from its current termination and "lays" it on a new termination (POTS Splitter) connecting to the [illegible] based on data contained on the FOMS output report.

In Addition:

- Central Office Personnel will perform a load coil detection test utilizing a 775 or equivalent test set.
- If a load coil is detected the Central Office Personnel will notify LPC and request a ticket number. Central Office Personnel will r[illegible] coil. The load coil removal is resolved by the LPC.
- If load coil detection test is negative Central Office Personnel will "cut in" the POTS Splitter per POTS service order using "lift and la[illegible]
- Central Office Personnel will verify that dial tone is leaving at the protector and "SCM" the order in Switch/FOMS.
- Trap Codes are: A6-Power [illegible] inventory issue; A7-Splitter not stenciled correctly A8-Splitter not connected on CLEC side A9-Load[illegible]

POTS Splitter Miscellaneous Equipment Code Break-Down

[illegible]	Assignment (CLEC Space)
[illegible] of ME (miscellaneous equipment) for [illegible] splitter is: [illegible]	Definition of ME (miscellaneous equipment) for splitter assignment in Switch/FOMS splitter is: me Z99.alt01.1
[illegible] [illegible] [illegible] [illegible] [illegible]	Z99 CLEC id alt01 cable name 1 cable count
[illegible] of periods will separate elements with the exception of shelf and port of a card will separate [illegible]	Delimiters of periods will separate elements. Z99.alt01.1
The frame and frame coordinates will be noted as a permanent remark such as: [illegible]	The frame and frame coordinates will be noted as a permanent remark such as: F03_B10_C11
[illegible] designates the frame, B10 is the vertical and horizontal frame location of the VOICE connection and C11 is the vertical and horizontal frame location of the VOICE/DATA connection.	F03 designates the frame, B10 is the vertical and horizontal frame location of the voice connection and C11 is the vertical and horizontal location of the voice/data connection. The frame blocks will be labeled VOICE AND VOICE/DATA.

NOTE: It is extremely important that the Office Equipment (OE) is connected to the Voice side of the Splitter and that the facility (c[illegible] connected to the Data/Line side of the Splitter. If the cross connect terminations are reversed, dial tone will still be detected at the protector [illegible]

NOTE: If the splitter is located outside the CLEC space, USW provisions and maintains the splitter as in virtual collocation.

LINE SHARING MAINTENANCE (NON-DESIGN PROCESS WILL BE USED TO RESOLVE THE VOICE TROUBL[illegible]

Voice Service Trouble Reported by End User and is Isolated to USW Central Office Network.

[illegible] resolve provisioning and trouble isolation and repair of normal POTS service. Repair trouble and contact customer and close ticket. [illegible] trouble resolution are as follows:

- [illegible]
- [illegible]
- [illegible]
- [illegible] splitter affecting trouble

  - When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install addition[illegible] cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf t[illegible] for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
  - U S WEST will not disconnect the data service provided to an end user over a Shared Loop unless the end user's voice service is s[illegible] the end user ceases originate or receive voice grade calls and/or the end user authorizes U S WEST to disconnect the data serv[illegible] U S WEST will notify CLEC whenever this occurs upon voice trouble ticket closure.

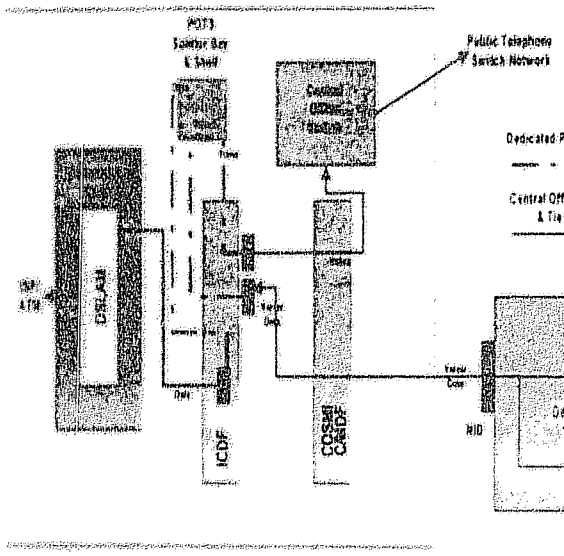
Data Service Trouble Reported by CLEC and is Isolated to a USW Central Office Network

[illegible] trouble resolution scenarios are as follows:

- [illegible]
- [illegible]

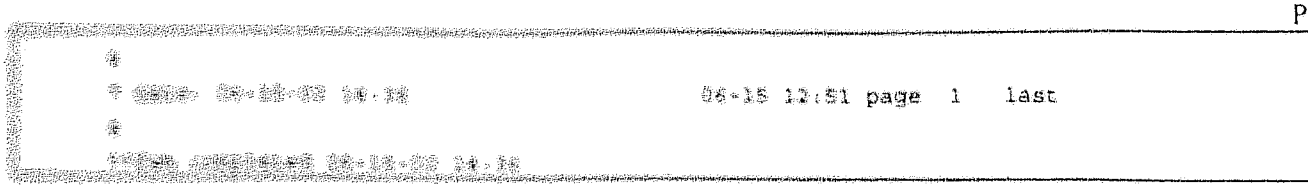
- CLEC POTS splitter offering trouble
  - When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install add
    cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every sl
    for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
  - May be called upon to do cooperative testing with a USW field Technician if they are unable to resolve facility issues.

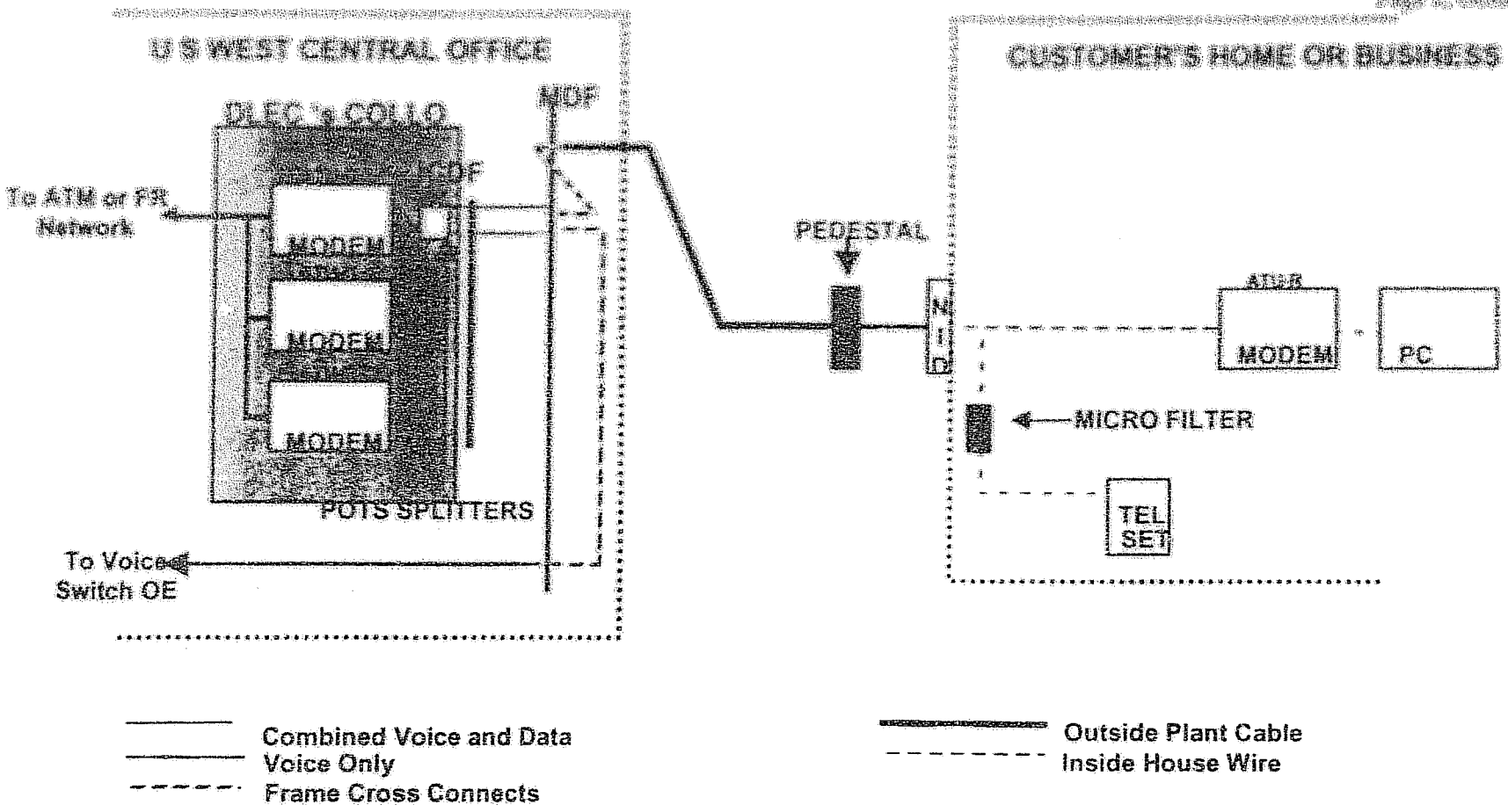
Shared Loop (CLEC-Owned POTS Splitter resides outside Cage)



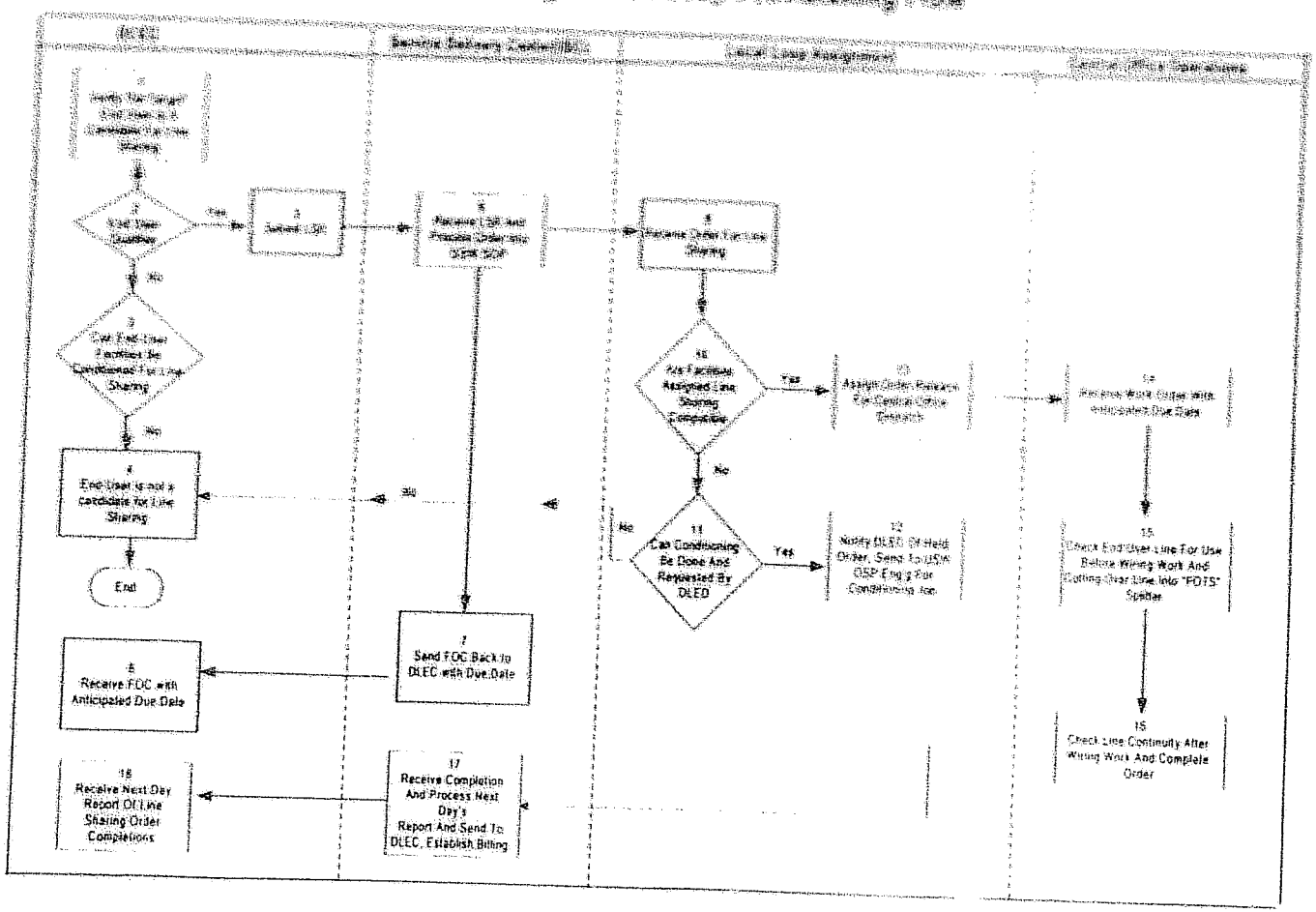
Line Sharing Example

```
                                                    CASTEN C9999999
                                                                        646-7474 06-19-00
                                                    2W4-01101-021
                                                    012-11-07116-1-03
                                                    alt01-0146          <-- Tie Assignment to ICDF Frame
                                                    012-12-02101-3-16
                                                    z99.0100102.05.02-002(or z99.alt01.1)   <-- POTS Splitter I
                                                    K19 119             <-- Frame Termination Voice/Data
                                                                        <-- Frame Termination Voice
                                                    alt01-0600          <-- Tie Assignments to ICDF Frame
                                                    012-12-02101-4-25
                                                    012-12-04103-3-21   032-1-71
                                                    2.acto.651.646.7474 <-- Circuit I D
                                                    646-7474
1
                                                                                                    BCM
```


06-15 12:51 page 1 last


U S WEST CENTRAL OFFICE
DLEC's COLLO
MDF
IDF
To ATM or FR Network
MODEM
MODEM
MODEM
POTS SPLITTERS
To Voice Switch OE
PEDESTAL
CUSTOMER'S HOME OR BUSINESS
ATU-R
MODEM
PC
MICRO FILTER
TEL SET
Combined Voice and Data
Voice Only
Frame Cross Connects
Outside Plant Cable
Inside House Wire

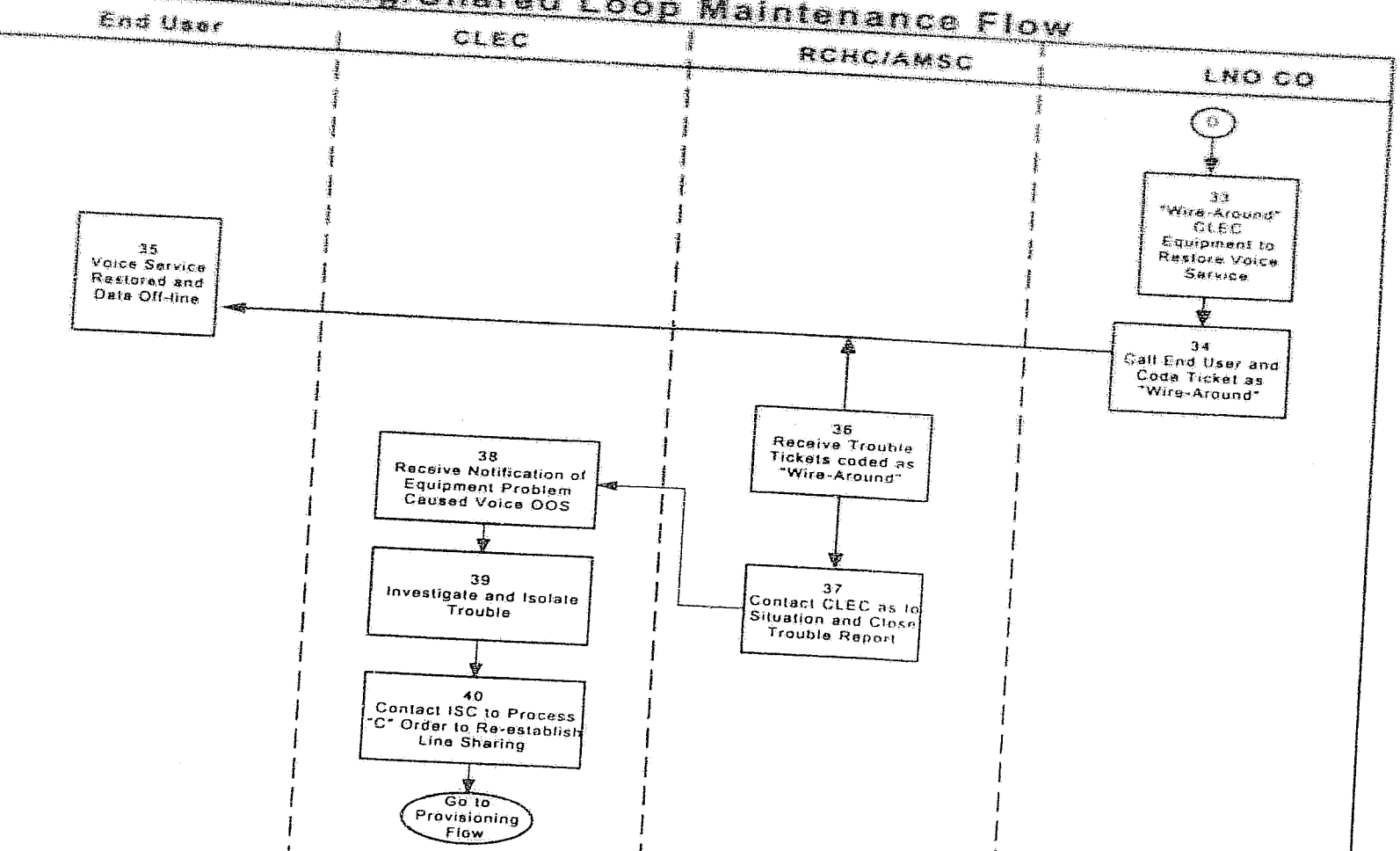
Line Sharing/Shared Loop Provisioning Flow



Line Sharing/Shared Loop Provisioning Task List

Assoc. Task #	Process
1	CLEC will verify Line Sharing candidates by accessing Loop Qualification tool available through IM
2	CLEC determines from the IMA loop Qualification tool whether the end user's local loop is ADSL-q
3	The ability to request conditioning will be available at a later date.
4	If the local loop is not ADSL-qualified the line is not a candidate for line sharing.
5	Where the loop is a candidate for line sharing the CLEC will submit an LSR to the ISC via IMA or F
6	The LSR will received and review the LSR for completeness and accuracy before issuing an order i service order processor. The Service Order Assistant will query ADSL Loop Qual tool upron receip LSR. If the query fails the LSR will be rejected back to the CLEC. Two orders are issued. A "C" ord issued on the existing simple Business/Residential customer line to add new FIDs indicating line s "N" order will be issued on the CLEC account the bill the line sharing recurring and non recurring c
7	Service Order Assistant sends firm order confirmation to the DLEC with the established due date f sharing.
8	CLEC receives the firm order confirmation.
9	LFACS receives non designed order for line sharing.
10	Check is made between the equipment information on the order and the line information of the exis service. Can not have load coil or bridge tap.
11	If load coil or bridge tap exists and DLEC can not yet request conditioning the line is not a candida sharing. The DLEC is notified to cancel order.
12	If DLEC can request conditioning the USW OSP Engineering Group is notified to do conditioning.
13	SWITCH assignments are made on the equipment information passed on the service order. The LF assignments are reused. Central Office dispatched arranged.
14	FOMS report is generated as wiring tool for the CO personnel. .
15	CO technician cuts line into "POTS" Splitter. There will be some end user downtime around the wi "POTS" splitter. The DLEC must make their customer aware of downtime.
16	MLT is used to test circuit for continuity. The "POTS" splitter will not interfere with testing. No addi testing on the cable pairs or testing back to the DLEC DSLAM equipment is available. Complete w out A/DI and/or WFA/DO.
17	Service Order Assistant notifies DLEC of the completion of the line sharing order. Billing to the CL established in CRIS.
18	DLEC receives completion notification.

Line Sharing/Shared Loop Maintenance Flow



Line Sharing/Shared Loop Maintenance Task List

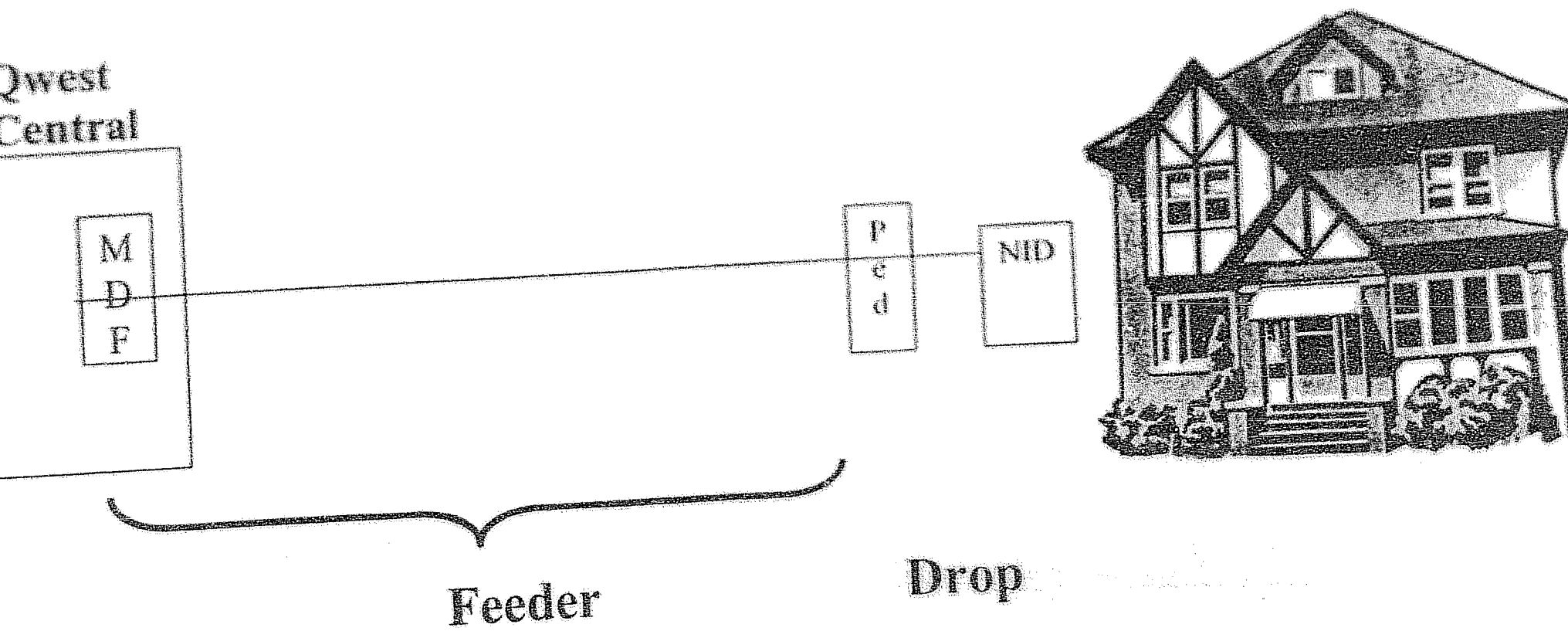
Assoc. Task #	Process
1	End user customer experiences voice problem with service and calls U S West.
2	End user customer experiences data problem with service and calls CLEC
3	CLEC determines if trouble is voice or facility problem. If voice trouble CLEC refers end user to U S WEST
4	CLEC determines trouble to be related to the data equipment.
5	CLEC resolves own data equipment trouble with the end user and closes their repair ticket with end user. Go to task 21.
6	The Repair Call Handling Center (RCHC) determines line sharing customer from records and refers either the end user or the CLEC to a special number in the RHCC.
7	The Repair Call Expert (RCE) determines if the trouble is data, voice, or both data and voice.
8	RCE finds trouble is not associated with U S WEST.
9	RCE refers end user customer to their CLEC and closes trouble ticket.
10	RCE determines a line translation trouble related to U S WEST.
11	RCMAC clears line translation trouble, contacts customer and closes trouble ticket.
12	RCE determines trouble is software related.
13	Complex Translations repairs software trouble, contacts customer and closes trouble ticket.
14	RCE determines problem is physical trouble.
15	RMC schedules and loads work to technician(s).
16	Central office trouble loaded to Central Office Technician (COT) via WFA/DI
17	COT determines if "wire around" required
18	If "wire around" not required COT repairs central office trouble, contacts customer and closes trouble ticket.
19	Outside trouble is loaded to LNO I&M Technician

Line Sharing/Shared Loop Maintenance Task List

Activity Task #	Process
18	Outside technician clears trouble, contacts customer and closes ticket
19	CLEC reports data related trouble to U S WEST or requests MLT test be performed to isolate data/facility.
20	RCIC takes report
21	RCIC screens trouble report and determines need to check physical facilities.
23	Determine results of MLT test. If Central Office trouble go to task 15. If not Central Office trouble go to task 24
24	RAC issues trouble ticket via WFA/DO to outside technician
25	RAC dispatches able technician with test set.
26	Outside technician performs cooperative testing to isolate trouble
27	Outside tech verifies facilities are good and closes ticket
28	CLEC performs cooperative testing the U S WEST field technician.
29	CLEC determines whether facilities can continue to support line sharing
30	Facilities can support line sharing. Resolve facility issues with U S WEST.
31	Facilities can no longer support line sharing. CLEC to disconnect line sharing.
32	End user receives notice form CLEC that Line Sharing is unavailable.
33	"Wire Around" ' CLEC equipment to restore voice service to end user
34	Call end user and code ticket as "wire around"
35	End user's voice service is restored and data is disconnected.
36	RCIC/AMSC receive trouble tickets coded as "wire around"
37	Contact CLEC as to situation i.e.,"wire around" and close trouble report.

Common Loop Architectures:

Central Office Feed



necessarily vary depending on the particular portion of the loop requested by the CLEC. This means that Qwest cannot develop detailed provisioning methods and procedures for accessing a particular generic subloop element without input from the CLEC regarding which particular technically feasible point it wants to use to access the subloop. Because Qwest's provisioning responsibilities depend on the nature of the subloop requested by the CLEC, Qwest provides CLECs access to all nonstandard subloops through interconnection agreements, which enable CLECs to negotiate the particular terms and conditions for provisioning the requested unbundled subloop element.

Qwest further defines the specifications, interfaces and parameters associated with subloops in Technical Reference Publication No. 77405. In addition, the PCAT provides CLECs with product information, rate elements and availability. CLECs can access the PCAT at URL: http://www.qwest.com/wholesale/pcat/index.html.

MTE Terminal Subloop Access. Qwest offers a streamlined process for CLECs to obtain access to subloop elements in MTE terminals. First, the CLEC must determine who owns the intra-MTE facilities. Qwest responds to inquiries regarding ownership of facilities within ten business days, in accordance with the Commission's established timeframe for such inquiries.[42] If the landlord owns the intra-MTE facilities,

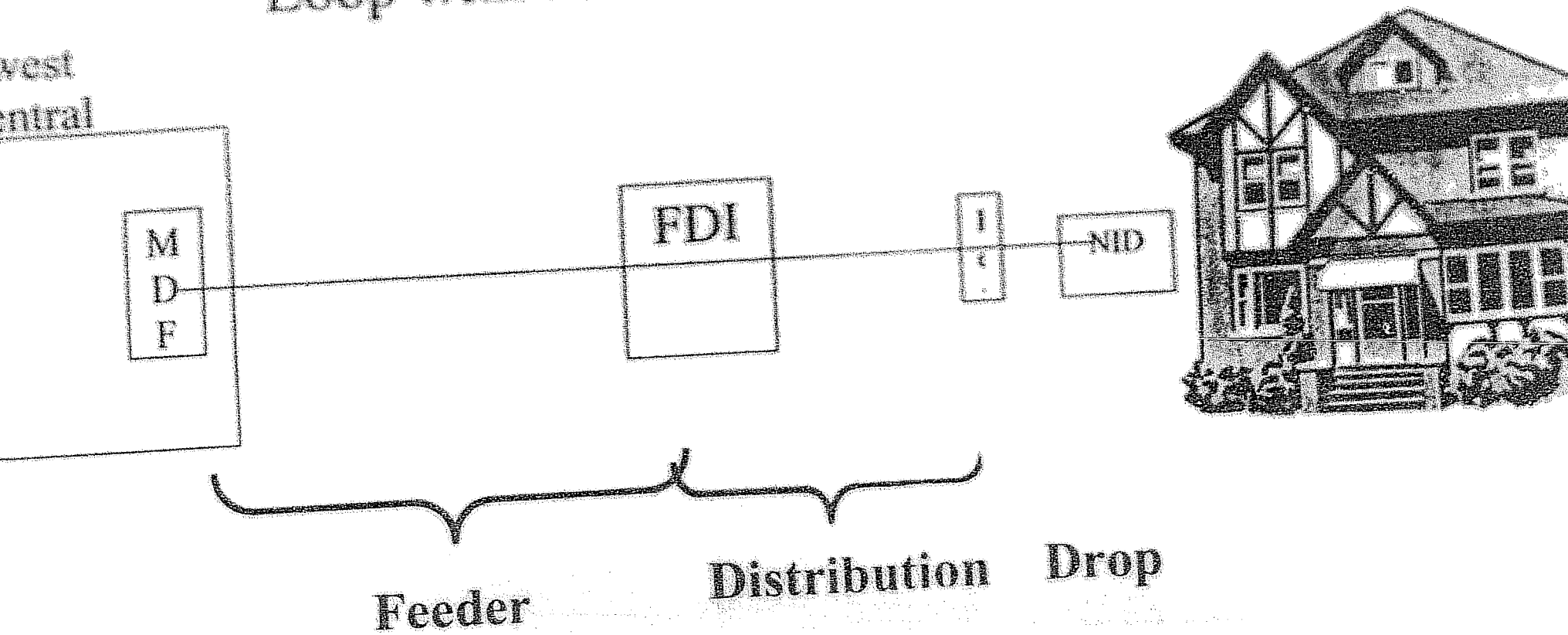
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41 *See* SGAT § 9.3.2.1.3.

42 Promotion of Competitive Networks in Local Telecommunications Markets; Wireless Communications Assoc. International, Inc., Petition for Rulemaking to amend § 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services; Implementation of the Local Competition Provision in

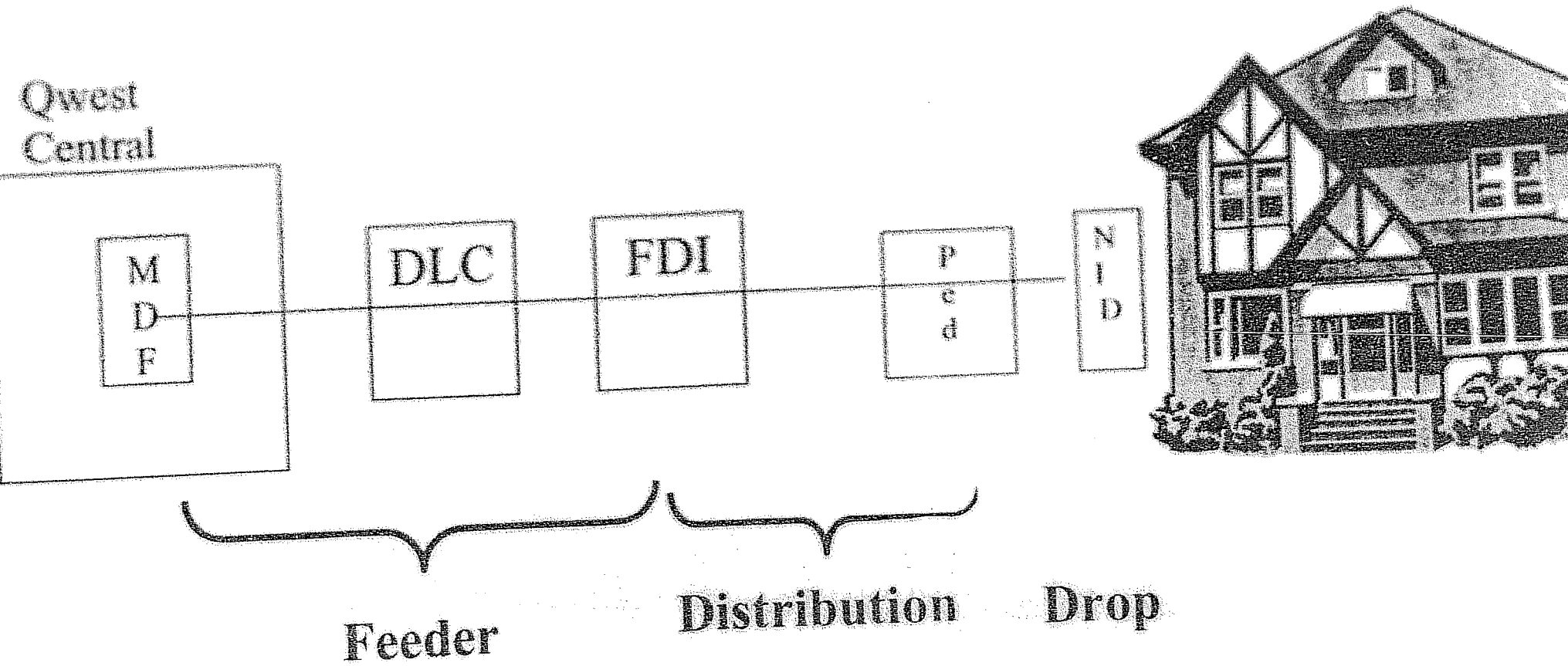
Common Loop Architectures:

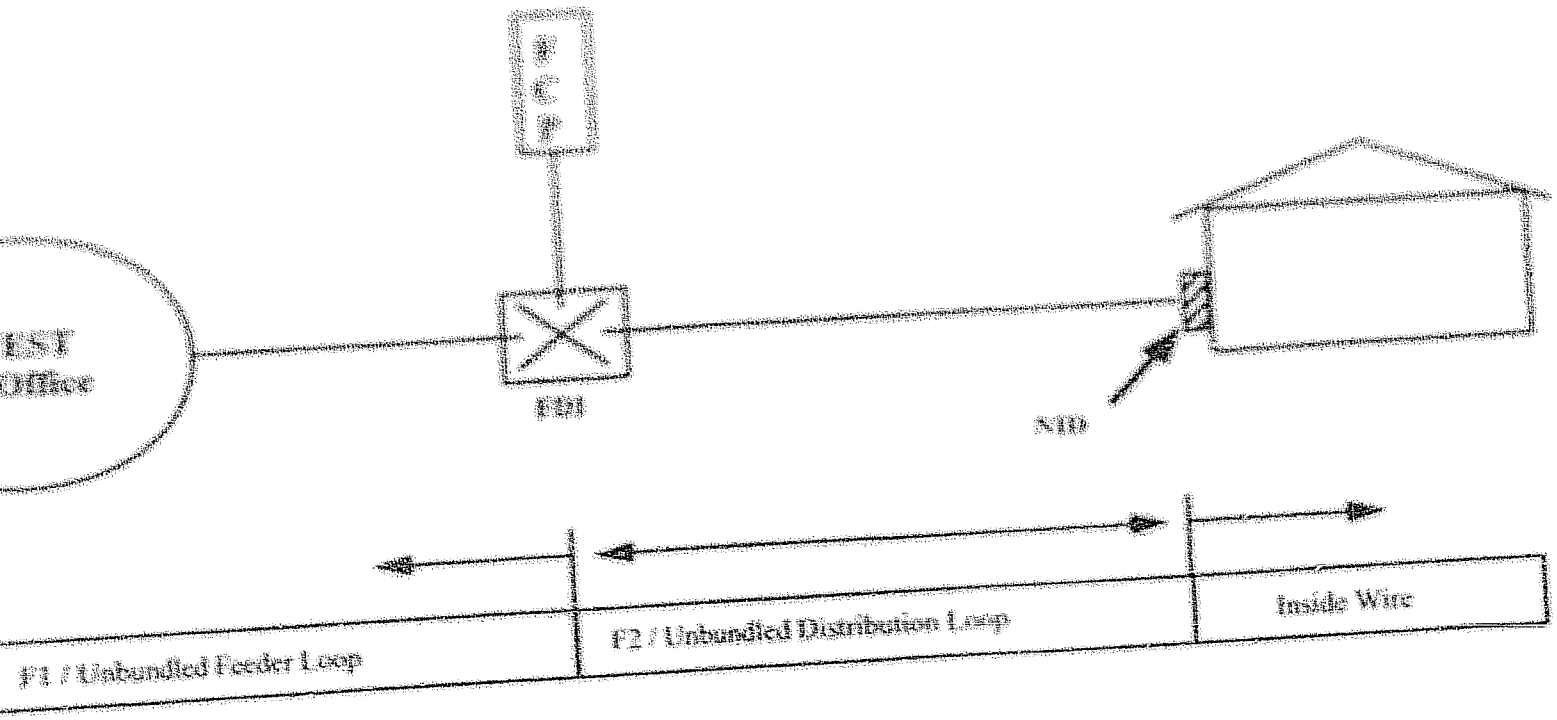
Loop with Feeder Distribution Interface (FDI)



Common Loop Architectures

Loop with Digital Loop Carrier (DLC)





FDI = Feeder Distribution Interface
FCP = Field Connection Point
NID = Network Interface Device

CONTINUATION

[6]

Scan ~ ~ # Pgs [ ]

Field Connection Point Request Application Form

The information requested in this application is essential to evaluate your request for a Field Connection Point for access to Sub-Loop Unbundled Network Elements. Your request will be reviewed for technical feasibility (technically and operationally feasible). Requirements and timeframes for evaluating your request are found in the Field Connection Point Product process.

Please complete the application form in full, and submit it to your Qwest Account Team Representative. All sections must be completed before we can begin processing your request. A diagram must be provided with the application in order to process the request.

1. Requestor's:
   Company Name
   Address
   Primary Contact Name
   Phone Number
   Fax Number
   Date of Request
   Date Received (completed by Qwest)
   Customer ICSC (completed by Qwest)

2. Please identify the specific location (e.g. end-users address) of where you want the FDI Field Connection Point. Qwest will only allow one FDI per FCP request form. Please provide map or diagram if necessary.

3. Please indicate type of request (a) Feeder Distribution Interface Field Connection Point.

4. Please indicate here if you wish to submit this information on a confidential basis.

5. Please identify the type of equipment you plan to interconnect to the Qwest network (e.g. Cross box, DSLAM equipment etc.)

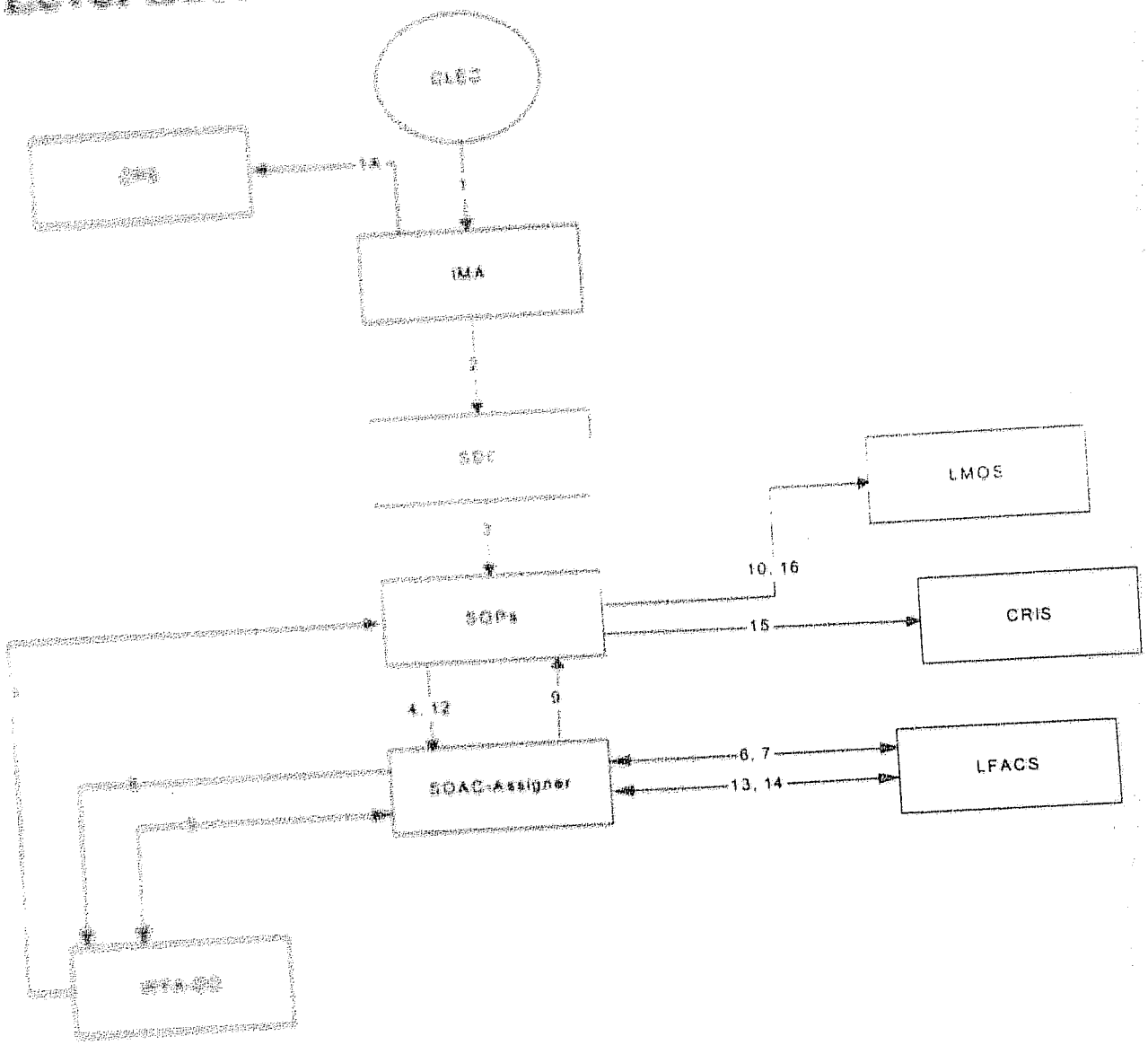
6. Will you be ordering Unbundled Feeder Loops If **yes** please identify the wire center where your collocation is located (E.g. ACTLCILLI)
   Enter type of collocation (e.g. Cage, Physical, Virtual).
   Please enter the number of DS1 Feeder Terminations
   Please enter the NC/NCI code associated will the above request.
   If Central Office Collocation is in progress please enter your BAN #

7. Please identify the size of the cable that will be between the FCP and your equipment

8. Please identify the number of F2 terminations you will be requesting.
   Please enter the NC/NCI code associated will the above request.

9. Please provide any additional information that would be useful in evaluation your request. (Diagrams etc.)

High Level LSR Process Flow for Intra-Building Cable



LSR Requirements:

1. CLEC needs to use Intra building Cable NC/NCI codes on LSR
2. CLEC needs to populate End-Users Address on the End-User form
3. CLEC needs to provide Qwest with Cable and Pair for their termination if they want Qwest to run the jumper. This information is not required if the CLEC is running the jumper

4. CLEC needs to place in the Remark section if they want Qwest to Dispatch or if they will Dispatch to run the jumper.
5. The CLEC will either Fax the order in or issue through IMA.

Attachment E – Service Order Examples
DISTRIBUTION LOOP
NON-DESIGN FLOW
Central

```
BOSS S    ST    T WA TL GO SOI  -  AS  -  BPC  SCN  2
TN 505 J83-3280   MH  CUS 000 CD  -  -  EX ALB  APP 05-28 8A
ORD N505045000        CS XBMXN   SLS 813D000   DD 06-06  | X
DDO   06-06-1998

AOSR  N                                          (central)
RCL   RSL                                        (central)
PCS   Y
IZCID 801
LNC   BROOKS WORLDCOM
ORG   SOA NAME 218 733-XXXX
SOTR                                             (N&T orders)

-LIST
INP   (SPNP) OPTEL(NP) (NODA)                    (new connect requires I action code)
ILA   (OAD)                                      (address of end user)
ISA   1528 W SUPERIOR ST, PHOENIX                (optional, use premis rules)
ILOC  UNIT T1-22
ISIC  4813

--DIR
DEL   NONE

(no CTL section)

-BILL
PON   ALB980522255
B1N1  BROOKS WORLDCOM                            (billing information should be obtained
BN2   ATTN: JOHN JENNINGS
      from the                                   state summary bill CSR in BOSS)
BA1   425 S WOODS MILLS RD
BA2   STE 3--
PO    63017 CHESTERFIELD MO
CBR   314 878-1616
TAR   AJ                                         (third char "x" for loop distribution)
MCN   XXXHVZB01
CC    B/CI CLEC-SEE SUMMARY BILL
```

GRP N 505 111-1450-602
BAPC 25B
CCON KRISTEN BURGHART, 612-252-5023
ZCID B01
TAX EEEE
NRSC N

-S&E

11 XBMXN /ZCID B01
11 NP3/ZCID B01

NO DISPATCH
11 NHCCE/ZCID B01 (USOC for order process)
(4 WIRE)
11 U6LQU/NC LXBN/NCI 02N02/UNE1 59.LXFU.506984..MS/CKR 0264354/UNN1
SPC C20/UCP TYP.UL, LOC.FLD, MTPT CA.xxxxxxxxxx, xxxxxxxxxx, PR.xxxx,
xxxx/LSO xxx xxx (for /ZCID B01
provisioning do not
require NC or NCI
information)

OR
(2 WIRE)
11 U6LRU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxx /ZCID
B01

DISPATCH
11 1CRLJ/ZCID B01
(4 WIRE)
11 U6LQU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, xxxxxxxxxx, PR
xxxx, xxxxx /ZCID B01
OR
(2 WIRE)
11 U6LNU/NC LXBN/NCI 02NO2/UNE1 59.LXFU.506984..MS
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxx/ZCID
B01

-RMKS

IACC C:05:00P
RMK **INTRABUILDING CABLE**
RMK FC SDT (Soft dial tone)

DISTRIBUTION LOOP
NON-DESIGN FLOW
Eastern

INQS S ST T WA TL GO SOI - AS - BPC SCN 2
TN **612 J83-3280** MH CUS **000** CD - - EX ALB APP **05-28 8A**
ORD **N50545000** CS **XBMXN** SLS **813D000** DD **06-06 | X**
DDD 06-06-1998

IZCID B01
LNC BROOKS WORLDCOM
ORG SOA NAME 218 733-XXXX (N&T orders)
SDTR

-LIST (new connect requires ! action code)
INP (SPNP) OPTEL(NP) (NODA)
ILA (OAD) (address of end user)
ISA 1628 W SUPERIOR ST, PHOENIX (optional, use premis rules)
ILOC UNIT T1-22
ISIC 4813

--DIR
DEL NONE

(no CTL section)

-BILL
IPON ALB980522255
IB1N1 BROOKS WORLDCOM **(billing information should be obtained**
IBN2 ATTN: JOHN JENNINGS **from the state summary bill CSR in BOSS)**
IBA1 425 S WOODS MILLS RD
IBA2 STE 3--
IPO 63017 CHESTERFIELD MO
ICBR 314 878-1616
ITAR AJ (third char "x" for loop distribution)
IMCN XXXHVZB01
ICC B/CI CLEC-SEE SUMMARY BILL
IGRP N 505 111-1450-602
IBAPC 25B
ICCON KRISTEN BURGHART, 612-252-5023
IZCID B01

ITAX EEEE
NRSC N
IZAP YZ 9007
ICSG 037

-S&E

I1 NP3/ZCID B01
NO DISPATCH
I1 NHCCE/ZCID B01 (USOC used to order process)
(4 WIRE)
I1 U6LQU/NC LXBN/**NCI 02NO2**/UNE1 3.LXFU.506984..NW/CKR 0264354/UNN1
SPC.C20/UCP1 TYP.UL. LOC.FLD. MTPT CA.xxxxxxxxxx, xxxxxxxxxx, PR.xxxx,
xxxx/LSO xxx xxx (for /ZCID B01
provisioning do not
require NC or NCI
information)
OR
(2 WIRE)
I1 U6LRU/NC LXBN/**NCI 02NO2/UNE1** 3.LXFU.506984..NW
/CKR 0264354 **/LSO XXX XXX**
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxx/ZCID
B01

DISPATCH
I1 1CRLJ/ZCID B01
(4 WIRE)
I1 U6LOU/NC LXBN/**NCI 02NO2/UNE1** 3.LXFU.506984..NW
/CKR 0264354 **/LSO XXX XXX**
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, xxxxxxxxxx ,PR
xxxx, xxxx/ZCID B01

OR
(2 WIRE)
I1 U6LNU/NC LXBN/**NCI 02N02/UNE1** 3.LXFU.506984..NW
/CKR 0264354 **/LSO XXX XXX**
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxx/ZCID
B01

-RMKS
IACC C:05:00P
RMK INTRABUILDING CABLE
RMK FC SDT (Soft dial tone)

DISTRIBUTION LOOP
NON-DESIGN FLOW
WESTERN

STATUS NT APP 03-21-2001 07 a
ID 03-21-2001
TN **206 T22-3280** CUS **000** EX SEA CS XBMXN SPA
ORD **N50545000** SLS **813D000** CAA XYZ
DD **06-06-2001** |X
CD - -
DDD 06-06-1998

ADSR N
IZCID B01
CCOT WE
SDTR

-LIST
ISA 1628 W SUPERIOR ST, PHOENIX (address of end user)
ISIC 4813

(no CTL section)

-BILL
CI CLEC SEE SUMMARY BILL
IPON ALB980522255 (Central region Bill section no I action needed, follow rules for each SOP)
BN BROOKS WORLDCOM
BN ATTN: JOHN JENNINGS **(billing information should be obtained from the**
IMCN XXXHVZB01 (third char "x" for loop distribution)
IBTN N 505 111-1450-602
ICCON KRISTEN BURGHART, 612-252-5023
IZCID B01
ITAX A,D,Y,C,L,J,H,N,K,

-S&E

I1 XBMXN /ZCID B01
CEQ
NO DISPATCH
I1 NHCCE/ZCID B01 (USOC for order process)
(4 wire)
I1 U6LQU/NC LXBN/**NCI 02N02/UNE1** 4.LXFU.506984..PN
/CKR 0264354 **/LSO XXX XXX**
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, xxxxxxxxxx, PR
xxxx, xxxx

/ZCID B01

OR

(2 wire)
/1 U6LRU/NC LXBN/NCI 02NO2/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxx /ZCID

B01

DISPATCH
/1 1CRLJ/ZCID B01
(4 WIRE)
/1 U6LOU/NC LXBN/NCI 02NO2/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, xxxxxxxxxx, PR
xxxx, xxxx/ZCID B01

OR

(2 WIRE)
/1 U6LNU/NC LXBN/NCI 02N02/UNE1 4.LXFU.506984..PN
/CKR 0264354 /LSO XXX XXX
/UNN1 SPC B01/UCP1 TYP.UL, LOC.FLD, MTPT CA xxxxxxxxxx, PR xxxxx/ZCID

B01

-RMKS
/ACC C:05:00P
RMK INTRABUILDING CABLE
RMK FC SDT

(Soft dial tone)

Attachment F– USOCs and NC Codes

USOCS:

USOC	Description
U6LNU	Intra Building Cable Distribution Loop – Unbundled Service Loop – Terminal to Network Interface Device - 2 Wire
U6LQU	Intra Building Cable Distribution Loop – Unbundled Service Loop – Terminal to Network Interface Device - 4-Wire
U6LRU	Intra Building Cable Distribution Loop – Unbundled Service Loop – Terminal to Network Interface Device - 4 Wire - No dispatch required
U6LQU	Intra Building Cable Distribution Loop – Unbundled Service Loop – Terminal to Network Interface Device - 2 Wire - No dispatch required
1CRLJ	Installation Charge - Intra Building Cable Distribution Loop - Unbundled Service - Additional Loop at same request
NHCCE	Nonrecurring Charge - Unbundled Service - Intra Building Distribution Loop - Service Order Processing Charge
1CRLH	Installation Charge - Intra Building Cable Distribution Loop - Unbundled Service – First Loop

NC/NCI CODES:

NC CODE	NCI CODE	SECNCI	DESCRIPTION	USOC to be derived (for C query)
LXBN	04NO2	04QD2.OOF	Distribution Loop, Building Wiring, No Signaling; Transmission Only – 4 wire	NHCCE
LXBN	02NO2	02WD2.OOF	Distribution Loop, Building Wiring, No Signaling; Transmission Only – 2 wire	NHCCE

Acronym	Description
CLEC	Competitive Local Exchange Carrier
CPS	Co-Provider (CLEC) Services – Validation Database
IMA	Interconnection Mediated Access
SDC	Service Delivery Center
SOPs	Service Order Processors
LMOS	Loop Maintenance Operating System
CRIS	Customer Records and Information System
SOAC	Service Order Assignment and Control
LFACs	Loop Facility Assignment and Control System
WFA-DO	Work Force Administration – Dispatch Out



Qwest's Standard

Multi Tenant Environment (MTE)

Terminal Access

Protocol



Table of Contents

INTRODUCTION 3

ASSUMPTIONS FOR DIRECT CLEC ACCESS OF QWEST MTE TERMINALS: 4

PRECONDITIONS FOR CLEC ACCESS TO QWEST MTE TERMINALS: 5

CONDITIONS FOR CLEC ACCESS OF QWEST OWNED MTE TERMINALS: 6

CLEC RESPONSIBILITIES: 7

DIRECT MTE TERMINAL ACCESS DETERMINED BY CWSTP OPTION: 8

CWSTP OPTION 1 8
CWSTP OPTION 2 9
CWSTP OPTION 3 10
CWSTP OPTION 4 11

ACCESS PROTOCOL FOR COMMON MTE TERMINAL TYPES 12

66 Type Terminal Blocks 12
70 Type Terminal Blocks 13

WEATHER PROTECTION FOR OSP WALL FEEDS 14

SINGLE POINT OF INTERCONNECTION (SPOI) 15

QWEST FEEDER CLEC FEEDER 17

QWEST FEEDER CLEC FEEDER 18

DEFINITIONS 36

Qwest

Introduction

Qwest provides CLECs, possessing a valid interconnection agreement, direct access to its multi-tenant environment (MTE) terminals. Direct access to Qwest MTE terminals is provided for the purpose of accessing inside wire owned by Qwest (hereinafter "Intrabuilding Cable"). CLECs may directly access a MTE terminal to obtain access to a subloop unbundled network element (e.g., Intrabuilding Cable) from Qwest or directly access a NID to obtain access to customer owned inside wire.

This document provides the appropriate access methodology or protocol for CLEC access to Qwest owned or controlled MTE terminals that are attached either to the outside of an MTE or inside of a MTE premises. It is intended for use by CLEC field technicians provisioning telecommunications services to its end user customers.

The MTE access protocol is presented by first providing the assumptions and precondition requirements that establish the correct parameters to allow CLEC direct MTE access. It also addresses the conditions in the form of correct behavior to be exercised when accessing a Qwest owned MTE terminal. Then the access protocol is described in the context of where the network demarcation point occurs as well as the MTE termination arrangements found in Qwest's network. This document is intended to illustrate access in many of the large number of MTE terminals placed in Qwest's networks over several decades. While not inclusive of the entire MTE terminal universe, the access protocol provides clear direction for direct CLEC access of the vast majority of such terminals.

Qwest

Requirements for Direct CLEC Access of Qwest MTE Terminals:

1. There are many types of outside plant (OSP) terminals currently deployed in Qwest's network. The MTE Access Protocol provides CLECs with the methodology to directly access building terminals mounted inside buildings and those attached to the outside of buildings (i.e., Inside Terminals, Wall Feed Terminals).

2. The volume and variety of OSP terminals complicates the capability for any MTE terminal access protocol to address every scenario encountered in Qwest's network. Therefore, proper access methodology to Qwest MTE terminals not identified in the MTE access protocol will be provided on an individual case basis (ICB). Prior to providing proper access methodology, such assessment shall not prevent CLEC from directly accessing Intra-Building Cable Loop utilizing common industry temporizing methods.

3. CLEC will perform appropriate procedures to ensure subloop access to the correct subloop customer. These procedures may include adding tone to the subloop to verify access to the correct end user customer.

4. Qwest and CLECs will always adhere to National Electric Code (NEC) and National Electric Safety Code (NESC) requirements.

5. Access to Qwest subloop UNEs provides CLEC with access to an Intra-Building Cable Loop which is a Qwest provided facility from the building terminal inside a MTE, commonly the MPOE, to the demarcation point at the end user customer premises inside the same building. This subloop UNE only applies when Qwest owns the intra-building cable (i.e., riser cable, inside wire).

6. Access to MTE terminals that perform a demarcation point between Qwest's distribution network and end user customer or landlord owned intra-building cable shall be negotiated between CLEC and the end user customer or landlord. Qwest has no ownership or control of such inside wire or riser cable.

Qwest

Prerequisites for CLEC Access to Qwest MTE Terminals:

1. CLEC has an effective interconnection agreement in the state where the MTE is located.
2. The appropriate Qwest *Cable Wire Service Termination Policy* (CWSTP) option, as defined by CLEC, has been identified for the MTE for which the CLEC desires direct access.
3. Qwest has received a valid local service request (LSR) for subloop access.
4. CLEC connection inventory is contained in appropriate Qwest provisioning and repair systems. CLEC connection inventory creation may occur during, or in conjunction with, the first subloop Intra-Building Cable Loop UNE order in a given MTE terminal.

Qwest

Conditions for CLEC Access of Qwest Owned MTE Terminals:

1. Access must not cause disruption to Qwest facilities and not disrupt Qwest customer service.
2. Intra-building cable (IBC) owned and controlled by Qwest is only to be used to provide telecommunications services, as contemplated in the Telecom Act of 1996, to a MTE end user customer.
3. Integrity of Qwest facilities must remain intact per National Electric Code (NEC) and National Electric Safety Code (NESC).
4. Qwest MTE terminal access protocol shall provide CLEC direct access to the customer side of the MTE terminal cross-connect or direct access to the MTE terminal protector field.
5. If no customer cross-connect field exists in the MTE terminal, CLEC shall access utilizing a cross-connect method that maximizes long-term accessibility to the terminal (e.g., maintains the length of Qwest's network facilities).
6. Qwest MTE terminal access protocol shall provide methodology for CLEC to break direct current (DC) continuity with Qwest's network.
7. Terminal technology and/or subloop volume may necessitate placement or re-placement of a cross-connect field to serve as a single point of interconnection (SPOI).
8. CLEC may access Qwest MTE terminal as a test access point for subloop Intra-Building Cable Loop (IBC) leased from Qwest.

Qwest

CLEC Responsibilities:

A local service request (LSR) must be issued by CLEC to Qwest in all cases before access to a Qwest owned terminal. This will allow Qwest to:

- Remove cross-connects, or connectivity, from records.
- Review terminal for the Cable Wire Service Termination Policy (CWSTP) option.
- Review type of terminal for direct access capability.

When attaching conduit to closures:

- Use existing knockouts in closures.
- If not equipped with knockouts, use standard size hole punch to make an opening.
- Locate opening to not hinder door or other operating parts or cable/jumper paths.
- Conduit entry into MTE terminal must not allow water to drip into closure.

Attaching jumper to Intra Building Cable (IBC):

- Identify IBC from MTE terminal customer side.
- If a cross-connect field exists at MTE terminal, take appropriate action to remove continuity from Qwest network, if any, and attach CLEC jumper (e.g., "lift and lay").
- If no cross-connect field exists, access IBC by placing a temporary connection.

Housekeeping:

- Maintain a safe and clean work environment at the MTE terminal.
- Remove left-in jumpers completely from terminations (i.e., no dangling ends).
- Dress jumpers in proper raceways or paths.
- Close and secure closure properly.
- Remove any trash resulting from work operation.

Qwest

Short MTE Terminal Access Determined by CWSTP Option:

CWSTP Option 1

MTE Terminals identified as Option 1 are MTE network interface devices (NIDs). A MTE NID is defined as a terminal that is simultaneously the minimum point of entry (MPOE) and the network demarcation point where Qwest of telecommunication facilities ownership and control ends and the property owner's ownership and control begins. MTE NID access may be obtained at the protector field, where spare capacity exists, as well as at the customer's inside wire (generally the customer cross-connect side of the MTE NID). Once inside wire ownership is determined to be that of the end user customer or landlord (i.e., MTE NID), CLEC shall have access to the inside wire without precondition and interference from Qwest.

Qwest provides access into a protector field at MTE NIDs on an individual case basis (ICB) dependent upon the type of protector field present at the MTE terminal, the type of splice stub available to connect to the protector field, and availability of spare unused protectors (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field at the splice point on the OSP side of the protector, when spare protector capacity exists. Pair access will be granted at the protector stub splice, except where modular splice connections exist, and only be allowed in cable size increments appropriate to the spare capacity available in the terminal. In such case, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair cable increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into a MTE NID protection field via splice chamber must be terminated per section 315 of the NESC and section 800.30 of the NEC. If CLEC capacity requirements exceed terminal capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC expense and request. CLEC may directly access customer owned inside wire without limitation from Qwest. Management of DC continuity with Qwest's network is the responsibility of the CLEC. CLEC is not authorized to manipulate Qwest's terminations or line protectors within the MTE NID.

Qwest

MTE Option 2

Option 2 sets the demarcation point at the floor level in a multi story building. In Option 2, Qwest owns and maintains riser cable from the floor level back to the MPOE terminal. The same architecture also applies to trailer parks and marinas. Option 2 typically provides a readily accessible cross connect field for direct MTE terminal access at the MPOE. Qwest typically maintains Qwest owned inside wire (riser cable) extending beyond the MTE terminal to the network demarcation point. Option 2 MTE terminal access may be obtained at the MPOE protector field, MPOE terminal, and at the network demarcation point (e.g., located on each floor of a multi-story building or dock of a marina).

- Qwest provides access into a protector field at Option 2 MTE terminals on an individual case basis (CB) dependent upon the type of protector field present at the MTE terminal, the type of splice unit available to connect to the protector field, and availability of spare unused pairs (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field, at the splice point on the outside plant side of the protector, when spare protector capacity exists. Per pair access will be granted at the protector unit splice, except where modular splice connections exist, and only be allowed in cable size increments appropriate to the spare capacity available in the terminal. In such case, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair cable increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into a protection field via splice chamber must be terminated per section 318 of the NESC and section 800.30 of the NEC. If CLEC capacity requirements exceed line protector capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC request and expense.

- CLEC access to customer cross-connects is accomplished in substantially the same manner as Qwest provides for itself. For MPOE terminal access, CLEC places jumper wire between the CLEC controlled cross-connect to the end user customer side of the Qwest owned MTE terminal. If MTE access is gained at the network demarcation point, the CLEC has free access to conductors cabled to the suite or apartment units.

Qwest

Option 3

For Option 3, the demarcation point is located either in the suite or apartment unit. Qwest owns and maintains all wire and equipment from the suite or unit back to the central office. Option 3 MTE terminals typically consist of terminals at the MPOE that are hard-wired and contain no cross-connect field. The exception to this rule is large MTE buildings. Prior to June 2001, Qwest owned and controlled inside wire for Option 3 MTE terminals was not always documented in provisioning and maintenance databases. Hard-wired terminals do not require the insertion of a splice rather than a cross-connect as Qwest technicians have little cause to access such terminals. However, the need for over-voltage protection in the MPOE terminal is limited to the placement of a terminal without cross-connects. Option 3 MTE terminal access may be obtained at the MPOE protector field as well as at the network demarcation point between Qwest's owned and controlled inside wire and the first point of entry into the end user customer wire or equipment. Direct CLEC access to Option 3 hard-wired terminals will initially require a negotiated connection. If conditions warrant, Qwest will replace the Option 3 hard wired terminal with a terminal containing a proper cross-connect field and clear demarcation point for the end user.

- Qwest provides access into a protector field at MTE terminals on an individual case basis (CEA dependent upon the type of protector field present at the MTE terminal, the type of splice cable available to connect to the protector field, and availability of spare unused pairs (i.e., no distribution facilities connected to the protector). The CLEC will be allowed to splice into the protector field, at the splice point on the outside plant side of the protector, when spare protector capacity exists. Per pair access will be granted at the protector side splice, except where modular splice connections exist, and only be allowed in pairs consistent appropriate to the spare capacity available in the terminal. In such cases, for example, if the splice chamber allows splice strips (i.e., modular connectors) for 25 pair increments, CLEC access will be granted in 25 pair increments as spare capacity exists. All cable pairs brought into an MTE NID protection field via splice chamber must be grounded per section 250 of the NESC and section 800.30 of the NEC.

- CLEC access to existing cross-connects are accomplished by first determining the terminal block type (e.g., 66 and 110 type terminal blocks) and following the access procedures outlined above for Option 1.



- If CLEC capacity requirements exceed line protector capacity, Qwest will provide more capacity where it is technically feasible (e.g., space, power, building owner's cooperation) at CLEC request and expense.

CSSTP Option 4

Option 4 provides a MPOE for campus environments. Such terminals may be attached to the MTE but typically are placed near the property line of a campus environment and are detached from MTE buildings usually resting on a separate pad on provided rights of way. Access to attached Option 4 terminals functioning as Option 1 NIDs will be provided as described above in Option 1. Access to Option 4 detached terminals is provided through Field Connection Point (FCP) and collocation processes (see SGAT for terms and conditions).

Qwest

Access Protocol for Common MTE Terminal Types

66 Type Terminal Blocks

If the 66 type terminal block is a M150 or M125 type, CLEC may directly access the MTE terminal on the customer side of the cross-connect field by performing a "lift and lay" process whereby the Qwest jumper wire is removed and the CLEC jumper wire is placed. If a bridge clip and/or jumper wire, the CLEC must remove the bridge clip or wire jumper and lay jumper wire on the customer side of the cross connect field. Removal of a bridge clip or wire jumper removes DC continuity with Qwest's network *(Fig 1)*.

When found in Option 3, often the 66 terminal block is a single terminating strip. In this scenario, the CLEC must determine the type of line protector provided in the MTE terminal.

- If the protector is a carbon (screw) or fuse type protector, a M150 or M125 type 66 block the existing 66 block must be replaced. Protectors of this type do not provide a mechanism to remove DC continuity that may lead to excessive bridge tap in direct MTE terminal access applications. Qwest will perform the terminal block replacement *(Photo 6)*.

- If the protector is a five-pin line protector, CLEC may directly access the terminal by placing a capacity expanding device (Marconi part # SA3) over the existing customer cross-connect and then laying the CLEC jumper wire onto the capacity expanding device. To break DC continuity, the CLEC must remove the five-pin line protector for the end user customer and replace it with a service denial line protector unit (Marconi part # 901750).

Additionally, CLEC must perform the following activities:

1. Tag the CLEC jumper wire with CLEC name and unit number accessed.
2. Properly dress jumper wire in wire guides provided within terminal or on backboard.
3. Provide raceway or conduit appropriate to the environment (i.e., inside versus outside) between the CLEC terminal & the customer side of the Qwest provided terminal.

Version 1

Qwest

4. Utilize knockouts, where they exist and are accessible, for conduit placement in attached outside and closed terminals. If no knockouts exist in the MTE terminal for conduit placement, drill hole in such a manner to minimize introduction of moisture into the terminal.

76 Type Terminal Block:

When accessing 76 type terminal blocks *(Photo 8)* in MTE terminals, CLEC may directly access the customer side of the cross-connect field by performing a "lift and lay" procedure. 76 type terminals utilize a screw type binding post connecting the Qwest's distribution network between the central office and the network demarcation point near the end user. Access to 76 type MTE terminals involves the CLEC unscrewing the customer cross connect binding post, removing Qwest's jumper wire, placing CLEC jumper on the customer cross-connect, and tightening the screw on the binding post. Additionally, CLEC must perform the following activities:

1. Tag the CLEC jumper wire with CLEC name and premises unit number accessed.

2. Properly dress jumper wire in wire guides provided within terminal or on backboard.

3. Provide raceway or conduit appropriate to the environment (i.e., inside versus outside) between the CLEC terminal & the customer side of the Qwest provided terminal.

4. Utilize knockouts, where they exist and are accessible, for conduit placement in attached outside and closed terminals. If no knockouts exist in the MTE terminal for conduit placement, drill hole in such a manner to minimize introduction of moisture into the terminal.

Removal of the Qwest jumper wire at the customer cross-connect breaks DC continuity with Qwest's network.

Qwest

Grounding Procedures for OSP Wall Feeds

Grounding procedures need to be considered when accessing OSP closures. Typically, wall feeds are routed to underground closures mounted on the side of buildings. The closure houses a splice between premise cable and connecting blocks. Terminations are grounded per NESC and [illegible]

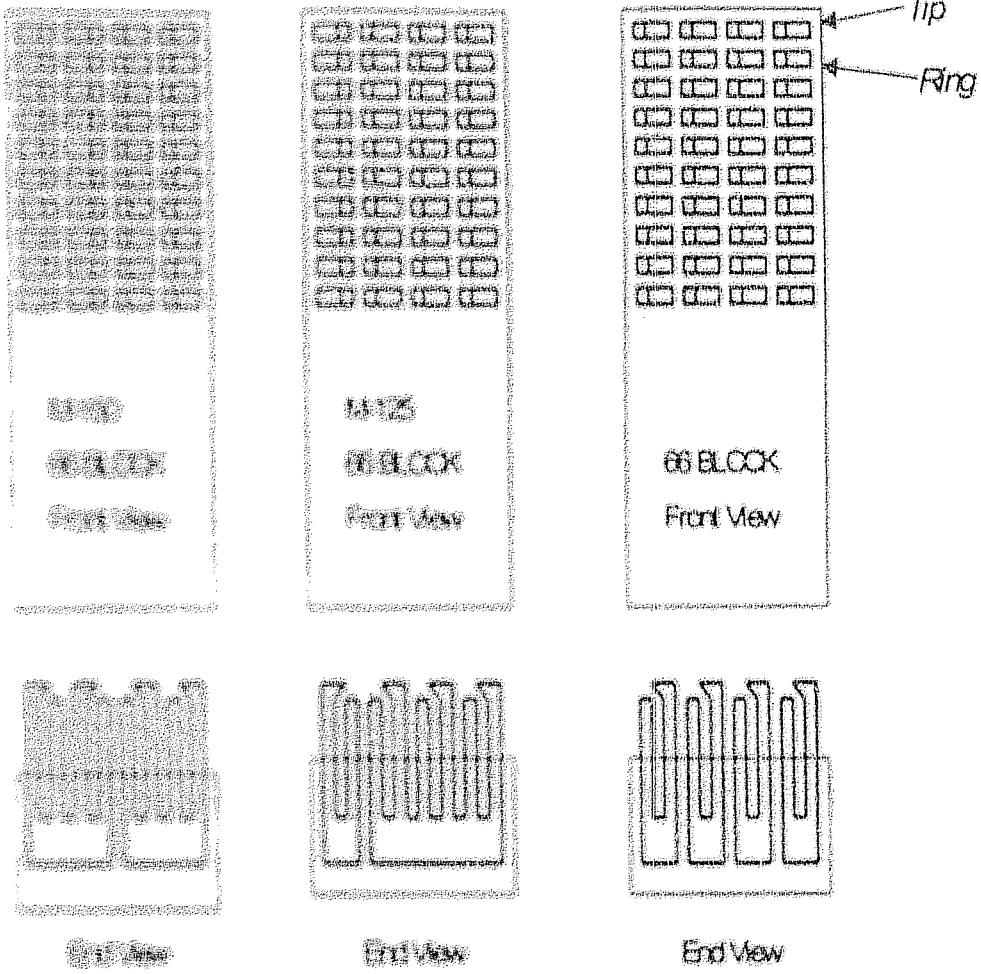
To access an OSP closure, the CLEC will place a conduit with a weatherproof connection from CLEC closure to the Qwest closure. The conduit must be closed any openings or access points so as to keep out the elements. The conduit will utilize existing knockouts for entrance into the closure when possible or will place CLEC facilities through the bottom sealing of the closure. CLEC closure must be protected and independently grounded per NESC and [illegible] before connecting conduit to the Qwest closure.

Qwest

Single Point of Interconnection (SPOI)

For CLEC options 1, 2, and 3, Qwest may place a Single Point of Interconnection (SPOI) at or near the MTE terminal as space, terminal technology, or terminal access volumes dictate. On an ICB, Qwest will provision a new cross-connect field as a SPOI where technically feasible (space, power, building owner's cooperation). CLEC shall have access to existing MTE terminal prior to placement of SPOI utilizing temporary connections at such terminal.

If a SPOI is placed after direct CLEC access has been granted at a MTE terminal, Qwest will negotiate with CLEC timing to minimize end user customer service disruption to move all existing connections to the SPOI and subsequent MTE terminal access will be granted to CLEC at the SPOI only.



ALTERNATIVE ACCESS METHODS

CLEC may access subloop UNEs at any accessible terminal, including the NID, MPOE, or demarcation point. If the terminal is equipped with a cross-connect field, the CLEC may access the subloop UNE at the customer side of the cross-connect. If a cross-connect field does not exist, CLEC may use a temporary connection to obtain access to the customer side of the MTE terminal until Qwest can provide a proper cross-connect field or SPOI. Where Qwest places a SPOI to create a permanent cross-connect field for CLEC direct access, Qwest will move all temporary CLEC connections onto the SPOI. CLEC may not temporize its connections once Qwest places a SPOI. CLEC may request Qwest place a SPOI at CLEC expense.

Typically, feeder cable and extra building cable are terminated on separate 66 blocks. Cross-connect jumpers are run between the 66 blocks to connect the feeder cable to the extra building cable.

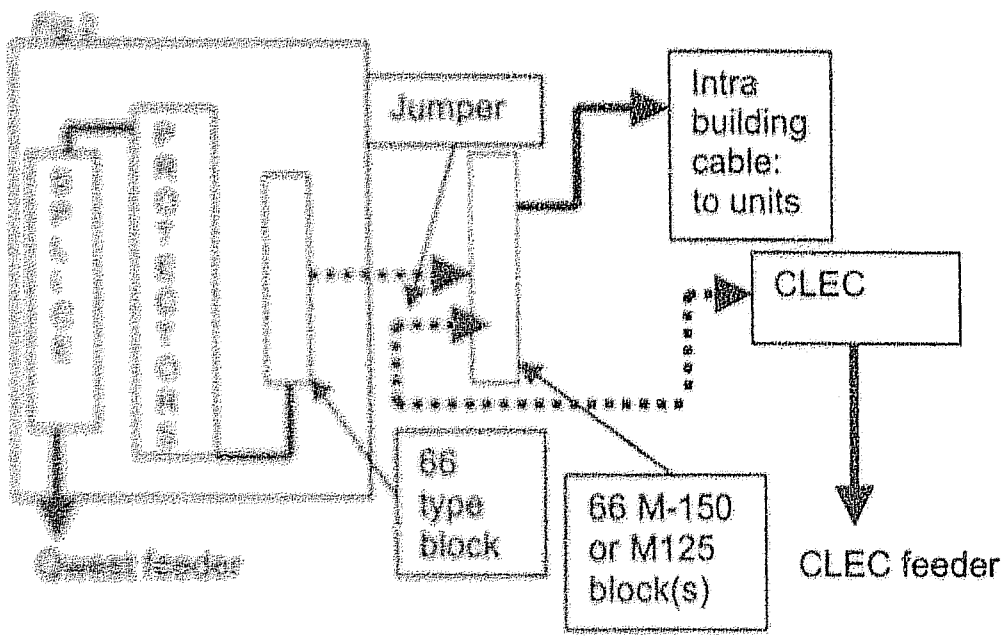
Version 1

Qwest

Either 66-M150 or 66-M125 blocks can be used as a cross-connect field supporting multiple vendors. Cable connected back to the Qwest central office is terminated on the left side of the M-150 or M-125 block. Intra building cable (IBC) is connected on the far right side of the blocks. Continuity from the feeder side to the intra building cable side is achieved by:

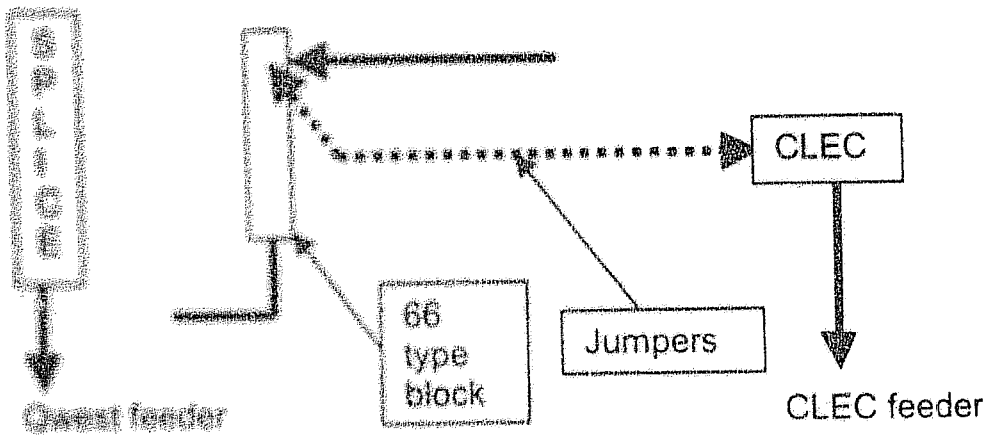
A) Placing a bridging clip across the correct center to end termination tips.
B) Laying a jumper wire down on the correct center to end termination tips.

Typically Inside Terminals consisting of 300 pairs and less are equipped with extra 66 blocks on the backboard. CLECs gain access to IBC by placing a jumper at the 66-M150 or M-125 block(s). Continuity to Qwest's network is eliminated by removing a jumper or bridging clip at the 66-M150 or M125 block.



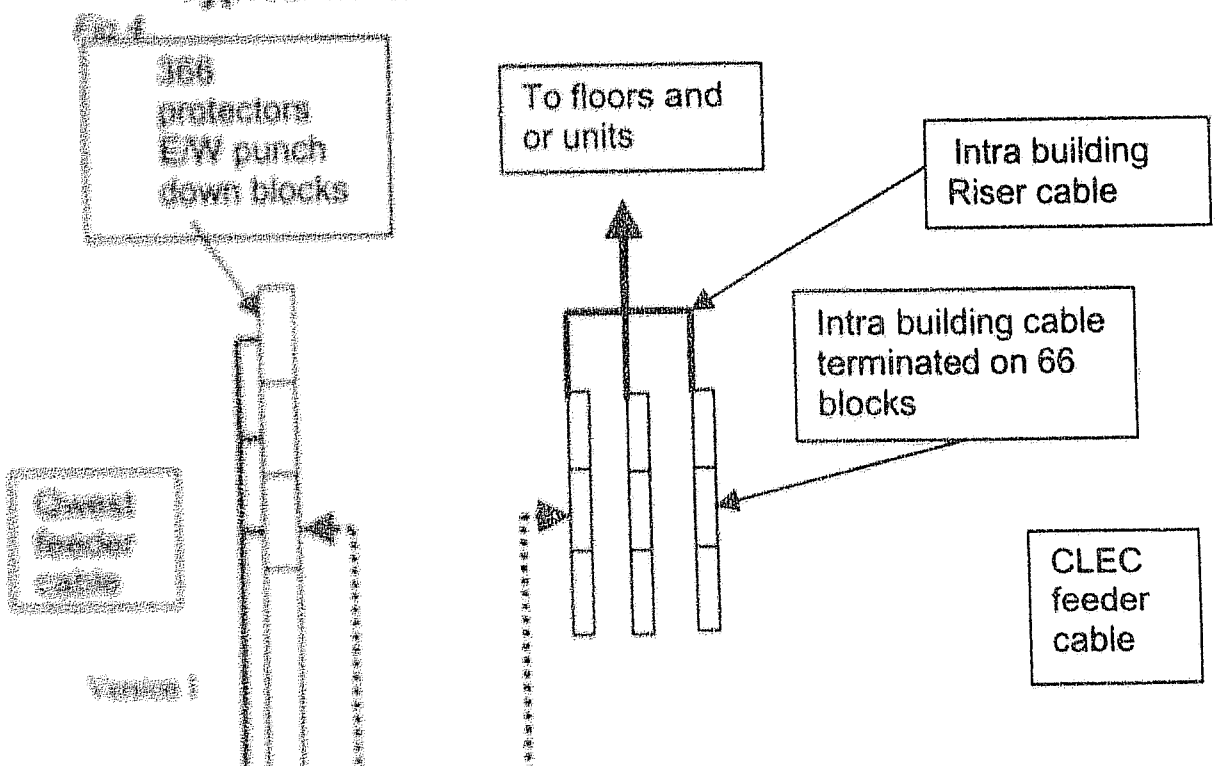
Inside terminal without M150 or M125 66

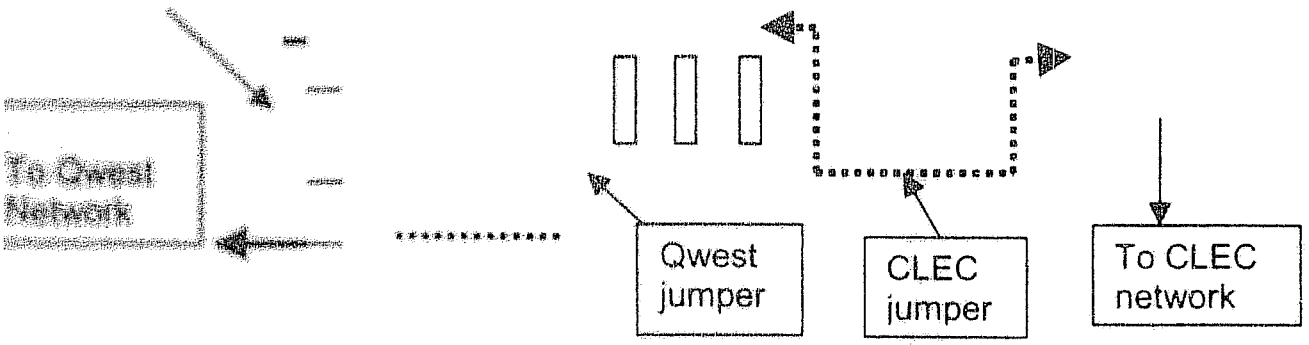




Access is obtained by placing a capacity expanding device (Seimon part # SA3) over the existing customer cross connect and then lay the CLEC jumper wire onto the capacity expanding device. To break DC continuity, CLECs must remove the 5 pin line protector for the customer and replace it with a 3 pin service denial line protector unit (Marconi part # F013789) and leave the 5 pin protector in the closure.

Typical MTE with more than 300 cable pairs





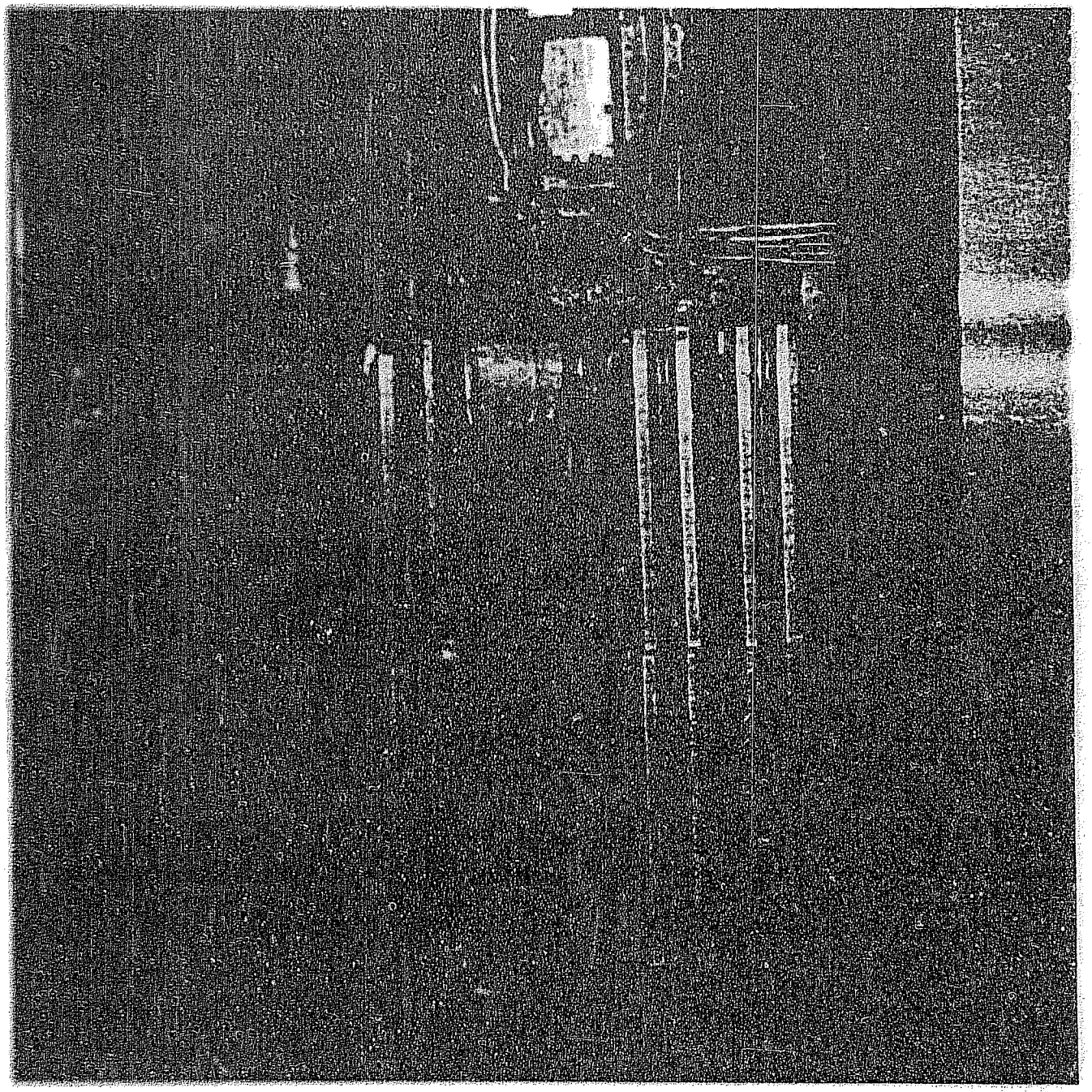
CWSTP Option 1: CLEC gains access to IBC through building owner or authorized party.

CWSTP Option 2: CLEC may access IBC subloops at the minimum point of entrance for a recurring charge. If a floor level terminal DMARC is an option, the access to the House Cable will be determined by the CLEC and the building owner or their agent.

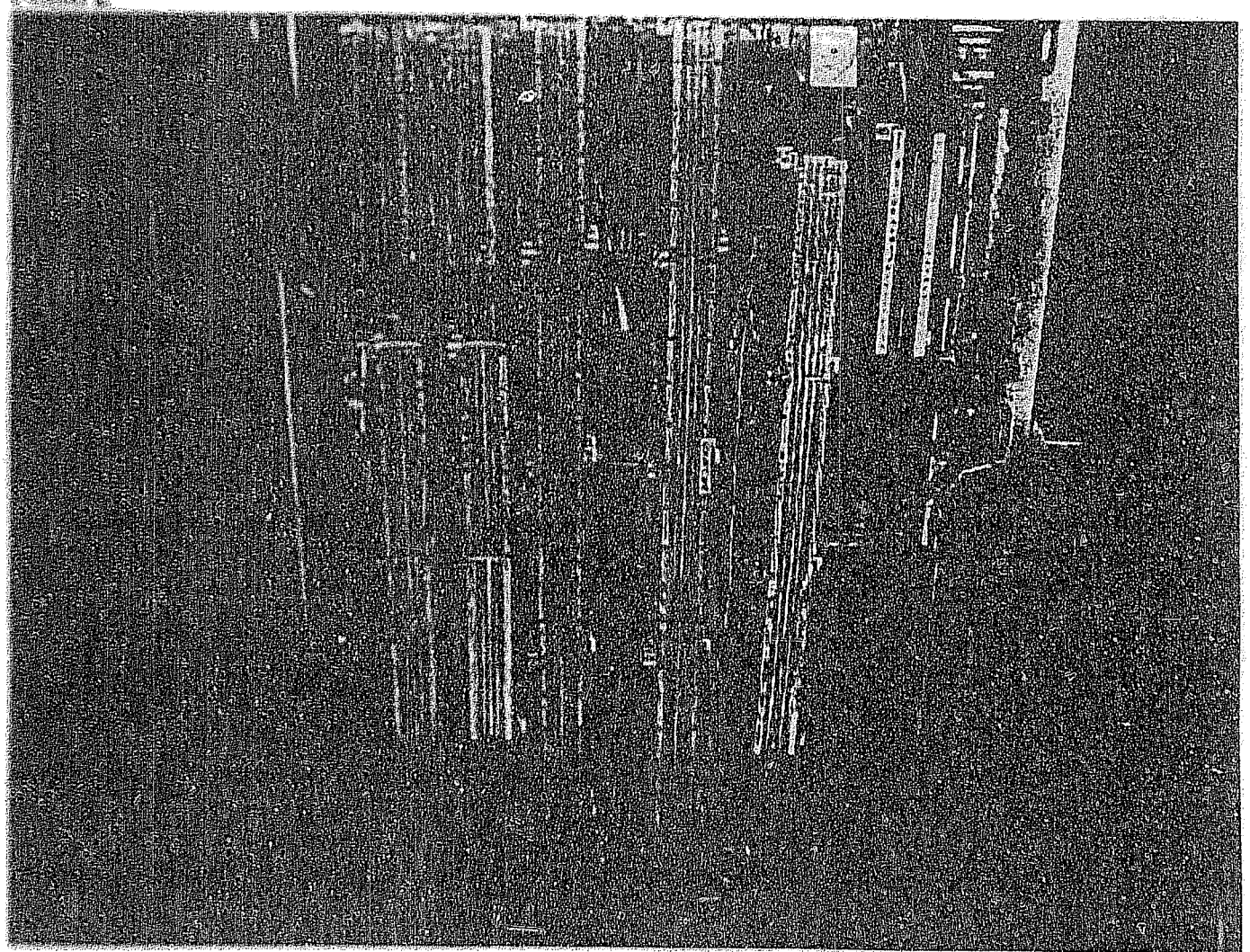
Inside Terminal equipped with (E/W) carbon screw down protectors. Qwest cable comes in from below and is spliced to a protector field, which is terminated at the 66 blocks on the left. The IBC cable is terminated on the 66 blocks to the right. Because the IBC has separate accessible terminations a cross-connect field exist After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Page 1

Qwest



Same except as photo 1, except splice and termination components are arranged differently.

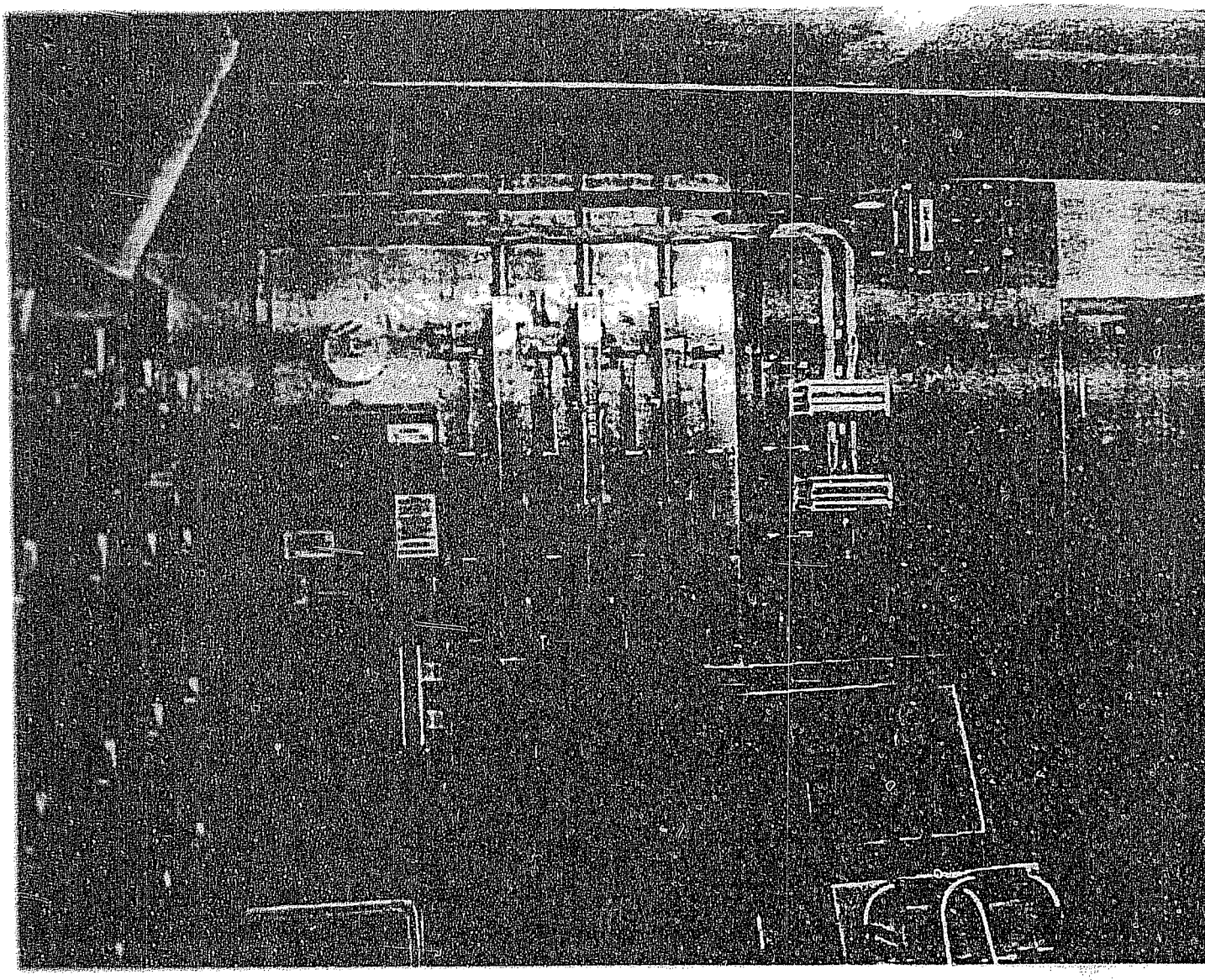


Qwest

Inside terminal E/W building entrance protectors (BEP). Qwest cable comes in from below to a splice chamber (left side of black protectors). The splice chamber is E/W 25 pair splicing strips that has factory connections through the protector block to the 66 type block and/or the pin type connectors (Bottom closure far left). The IBC is terminated on separate 66 type blocks fastened directly to the plywood backboard. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 3

Qwest



Qwest

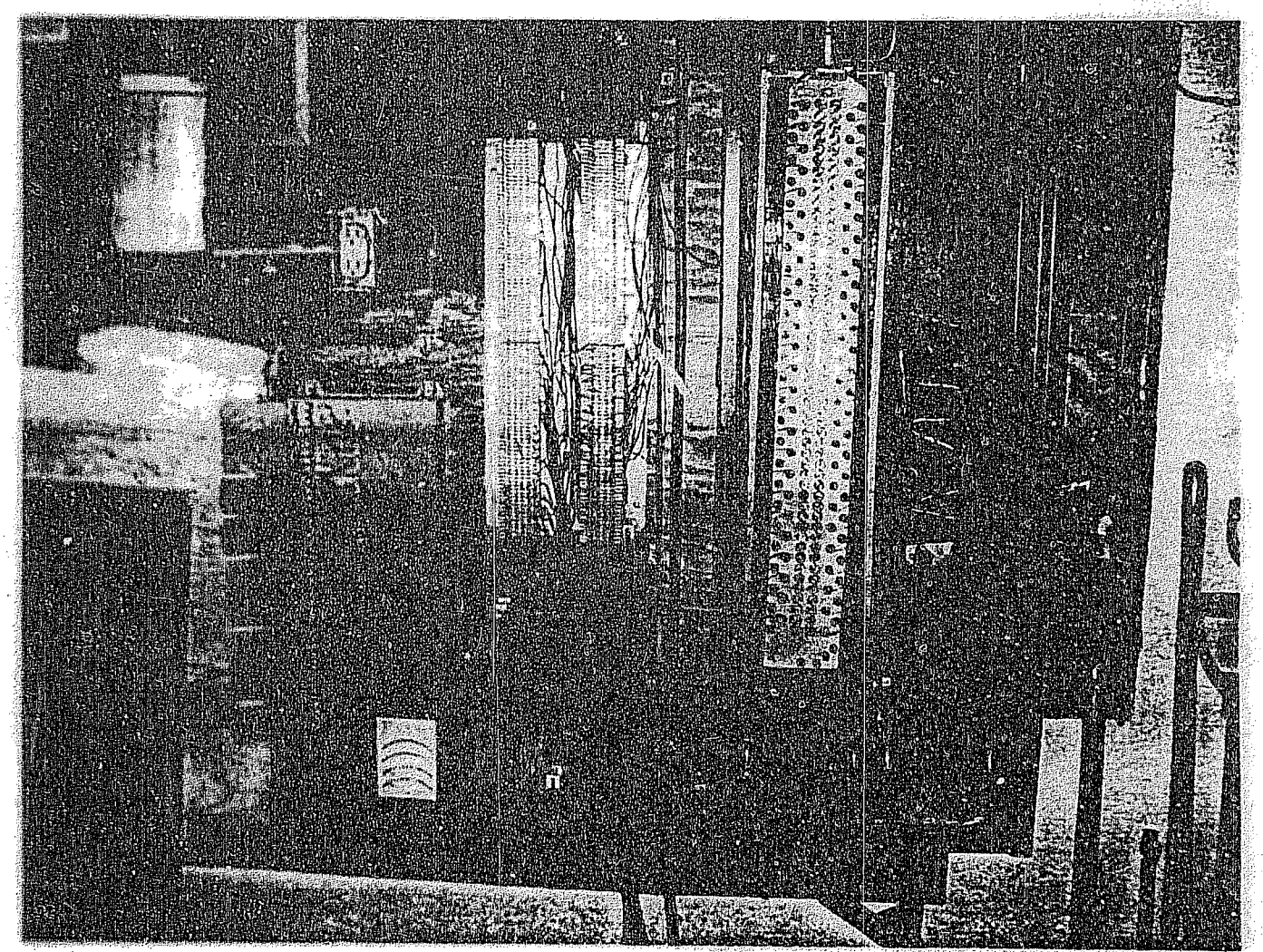
Inside terminal, the Qwest cable comes in from top far right and splices into the protector block then it is jumpered to a 66 block (bottom center) and on to the RJ11 connections on the far left. The IBC is terminated on the 66 blocks with the blue backboard then jumpered to the RJ11 connections on the gray closure to the left.

After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

The IBC in this case may be accessed at the 66 blocks on the blue backboard or the RJ11 jacks.

Photo 4

Qwest

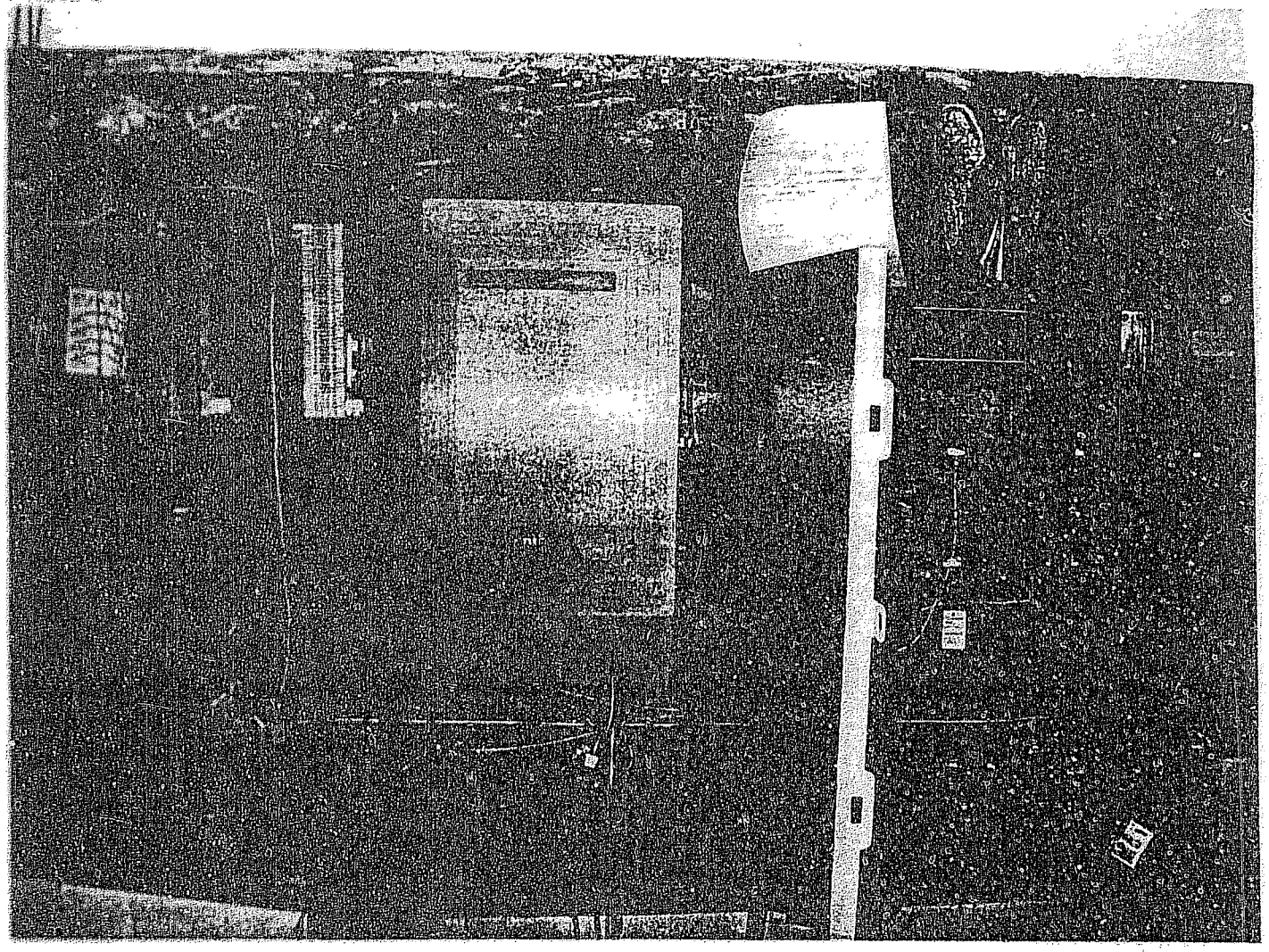


Version 1

Qwest

Inside terminal: Qwest cable comes in from the bottom center through the protectors to the RJ11 jacks behind the orange colored covers. The IBC is terminated at 66 blocks on the far left and jumpered to the RJ11 jacks. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 5



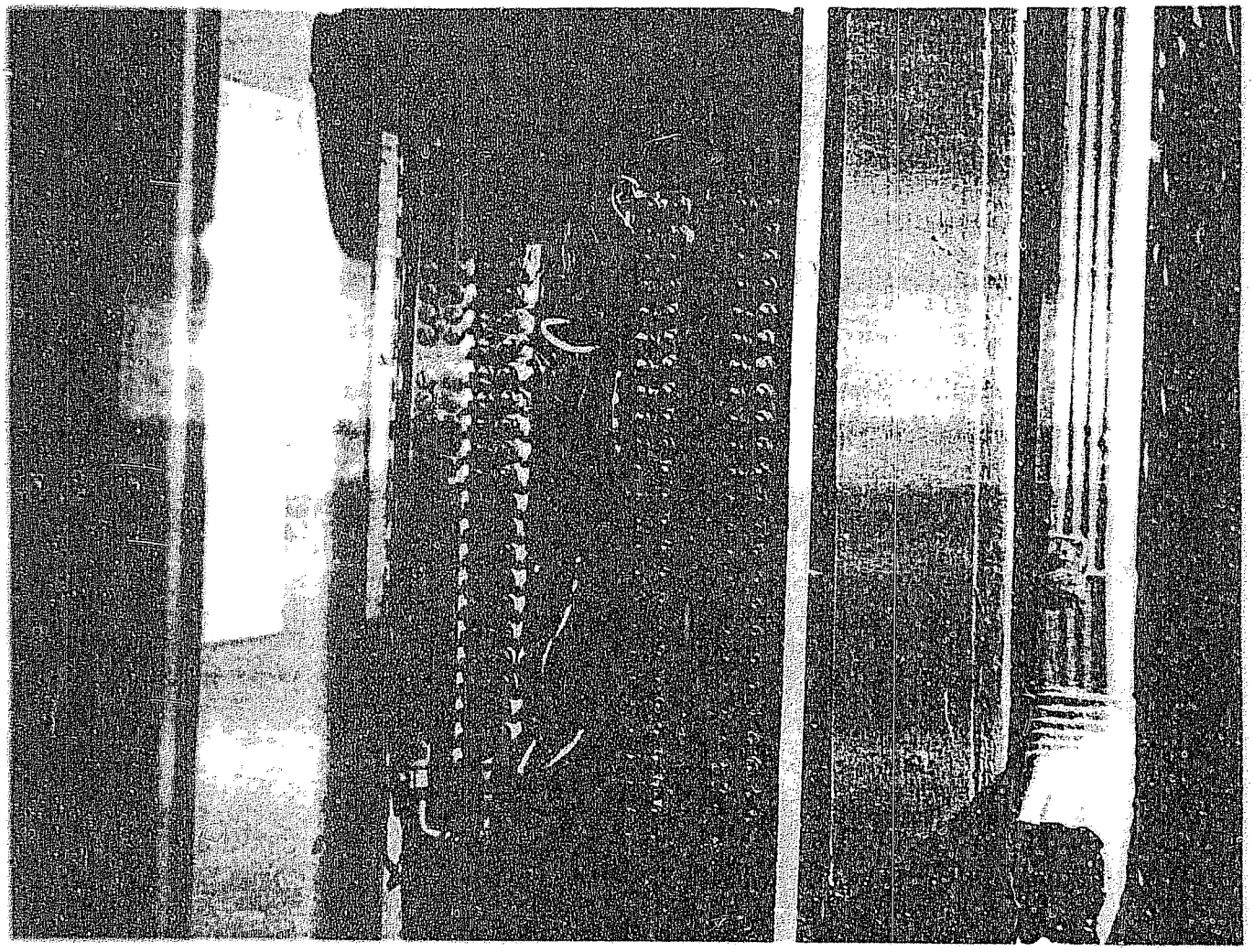
Qwest

Photo 6



Photo 7

Qwest



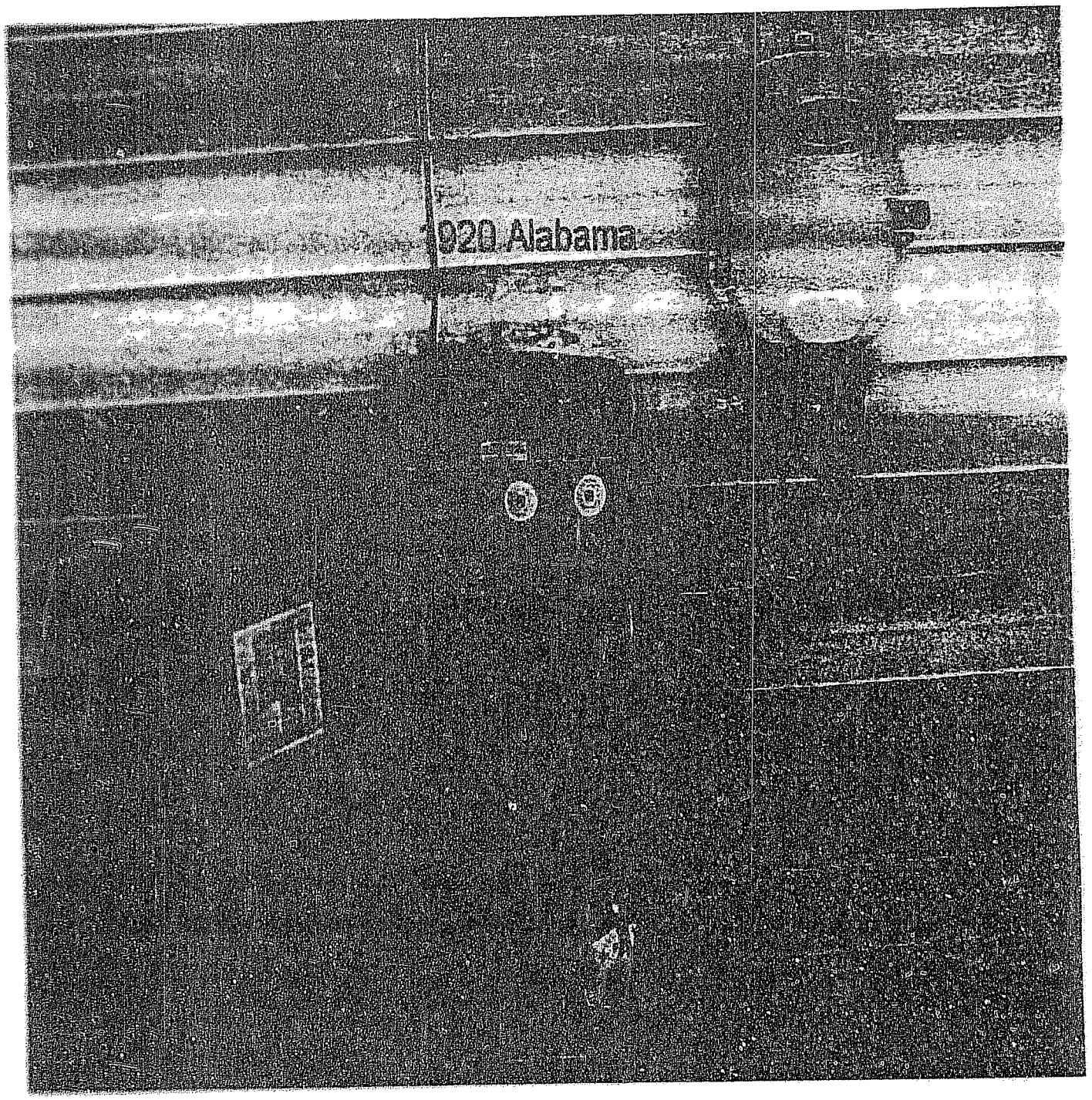
Wall feed: Qwest cable is direct buried to the closure, the screw down carbon protectors are spliced to the cable in the skirt of the closure. The IBC is terminated on 76 type post on the right. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Qwest

Wall feed: Qwest cable is direct buried to the closure, the screw down carbon protectors are spliced to the cable in the skirt of the closure. The IBC is terminated on 76 type post on the on either side of the protectors. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC by placing a temporary connection directly on the IBC pair. (See page 6)

Photo 8

Qwest



Version 1

Wall feed: The Qwest drop is terminated at the protector and wired to the screw down type termination. Then it is wired through the RJ11 jack and then terminated on the outside screw down terminations. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 9

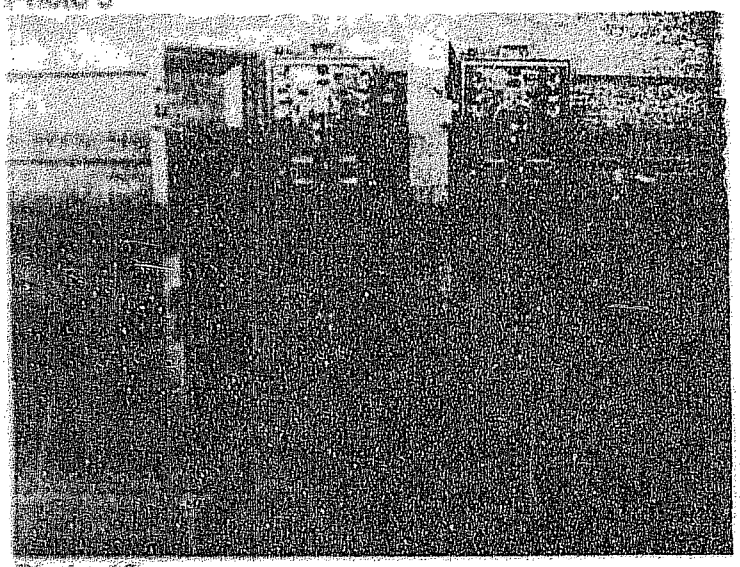
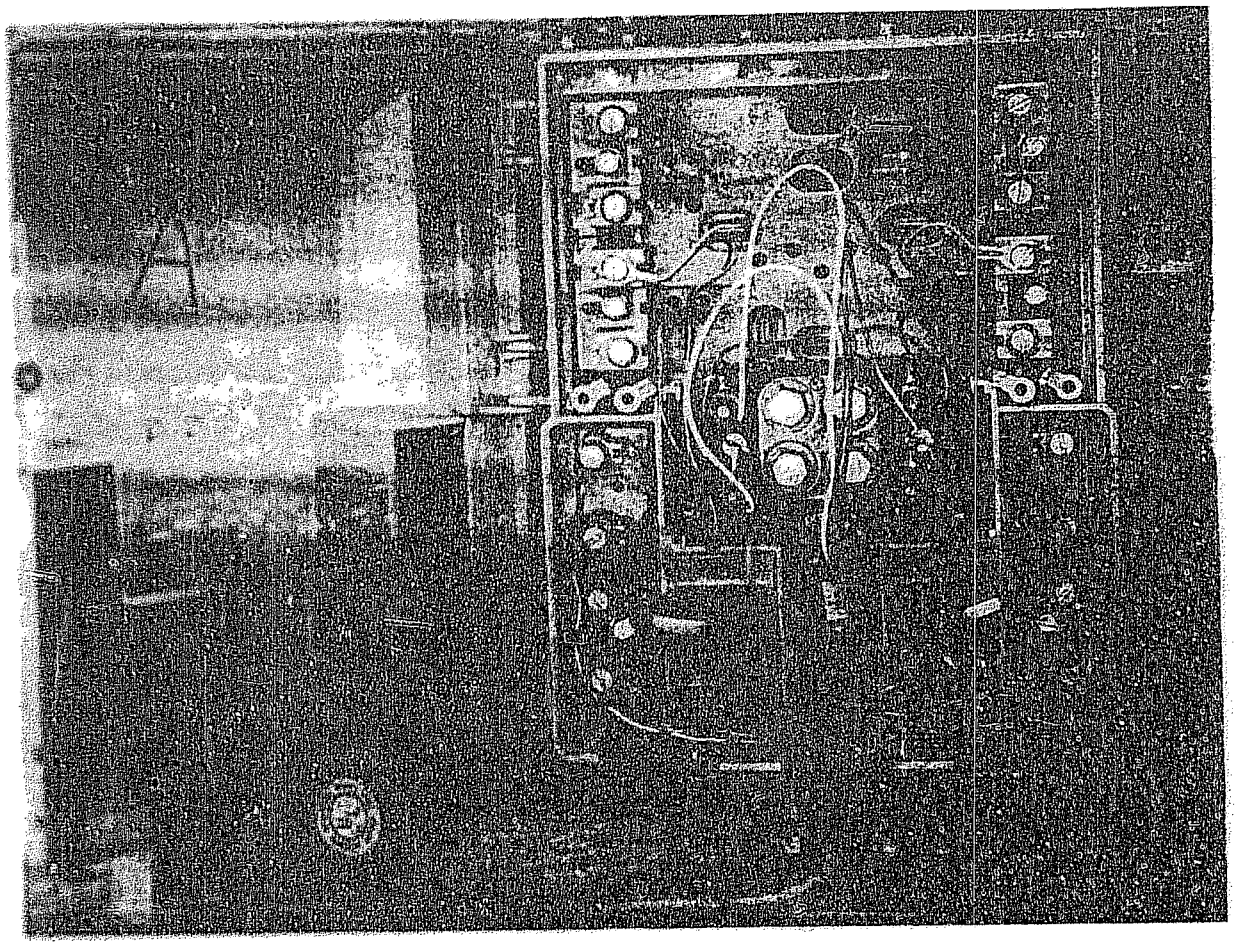


Photo 10

Qwest



Wall feed: Qwest cable is direct buried to the closure, and spliced to the 5 pin protectors which is terminated on the 66 block. The IBC is terminated on 66 blocks located on the blue back board. After determining the CWSTP option and issuing a LSR the CLEC may access the IBC as outlined on page 6.

Photo 11

Qwest.

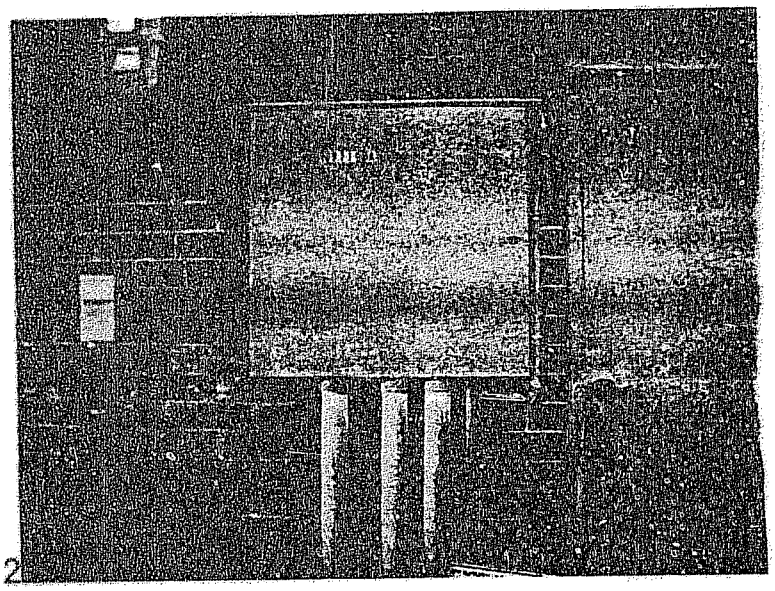
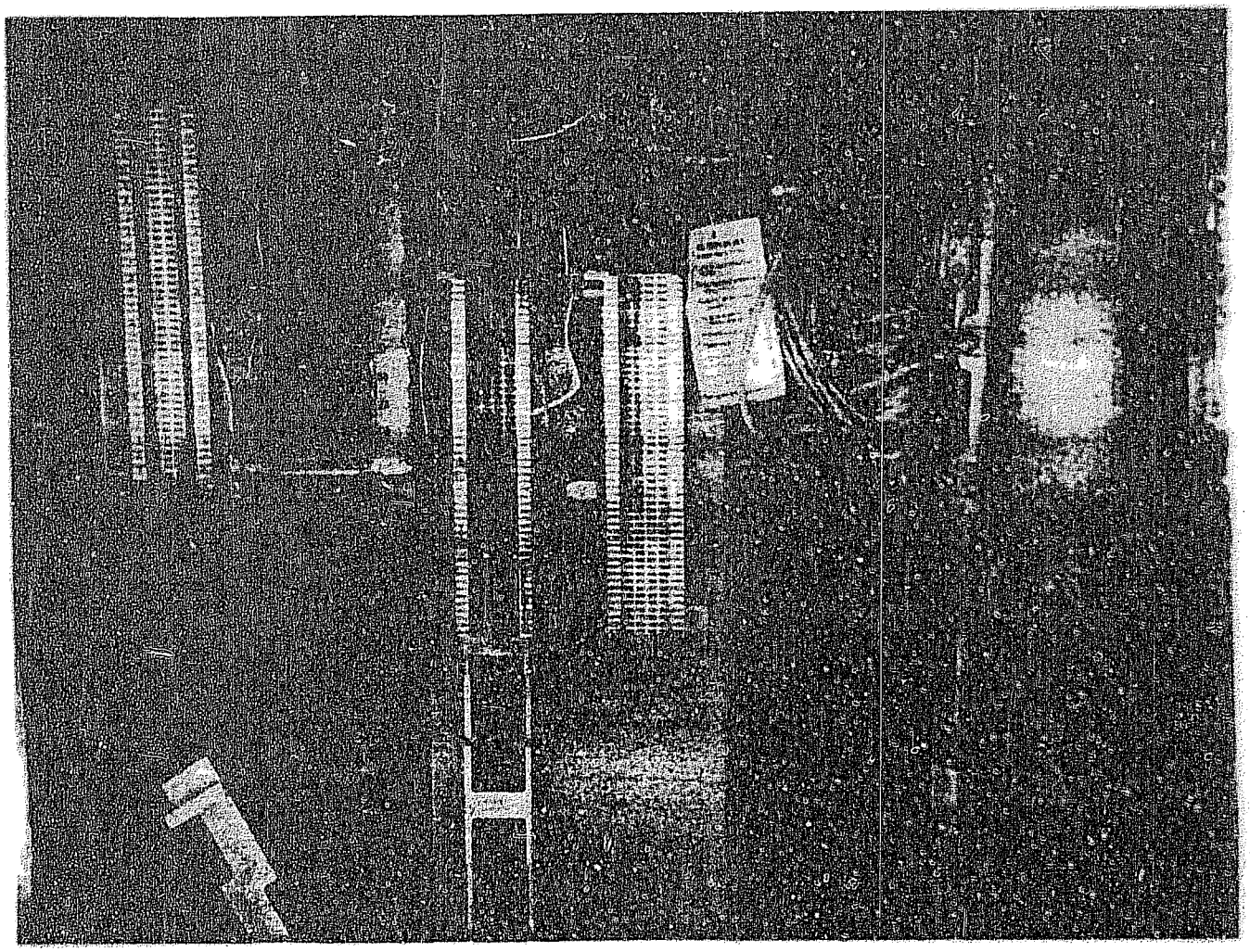


Photo 12

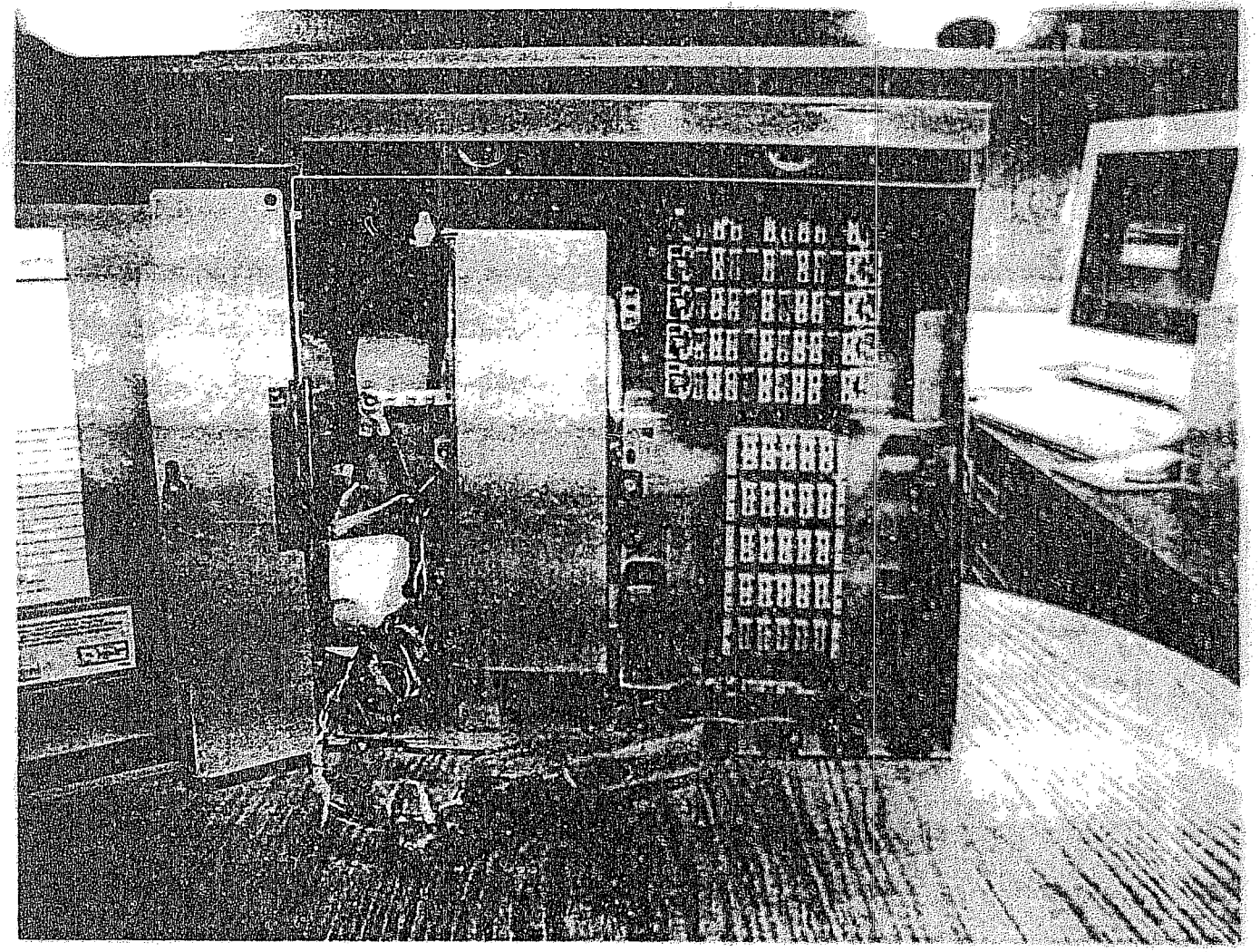
Qwest

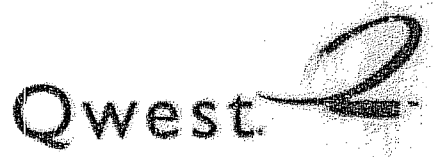


New prototype WF E/W a splice chamber, 5 pin protectors, feeder terminations, IBC terminations & knockouts for CLEC conduit. (Currently in a field trial in WA.)

Photo 13

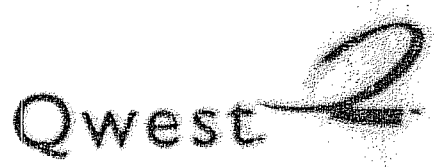
Qwest



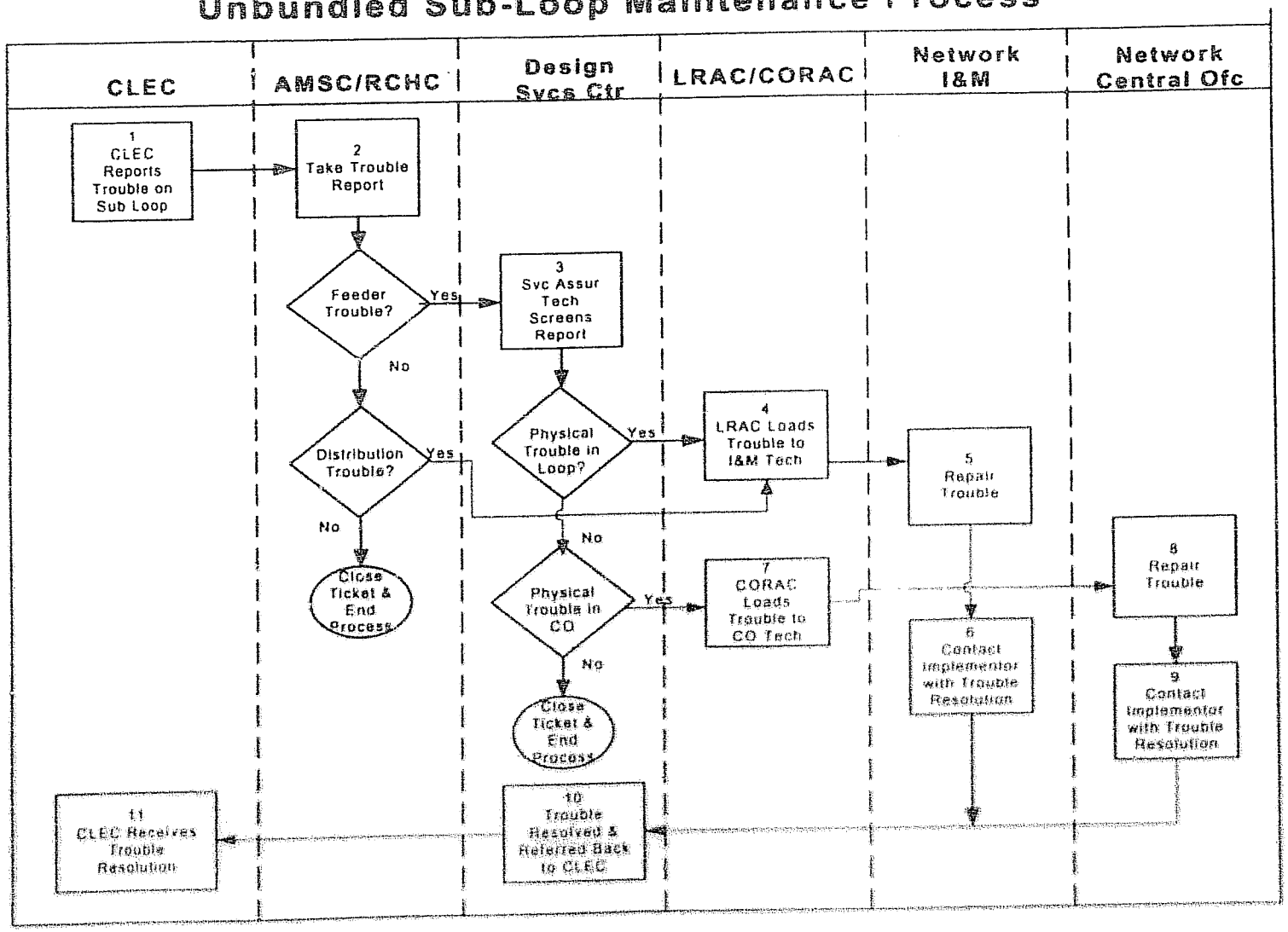


Definitions

CWSTP	Cable and Wire Service Termination Policy. Qwest's tariffed offering of demarcation options available to MTE owners or landlords.
Demarcation Point	A physical point in the distribution network where Qwest ownership and control of the facility ends and MTE owner or landlord ownership and control of the facility begins.
MPOE	Minimum Point of Entry. The closest physical point to where the distribution facilities cross the property line or the closest practical point to where distribution facilities center a MTE building. Typically, MPOE consists of a building terminal containing overvoltage protection. The MPOE may also be the demarcation point.
MTE Terminal	Qwest owned building terminal that is physically attached to the inside or outside of a MTE building and the distribution facilities on both sides of the terminal are owned and controlled by Qwest.
NID	Network Interface Device. A NID is a device wired between a telephone line protector and the inside wiring. The NID consists of an overvoltage protector designed to isolate the distribution network from the inside wiring associated with the MTE.
SPOI	Single Point of Interconnection. At MTEs, a SPOI provides an accessible cross-connect field, where none exists, for CLEC and Qwest to access the customer side of the terminal.


Qwest

Unbundled Sub-Loop Maintenance Process

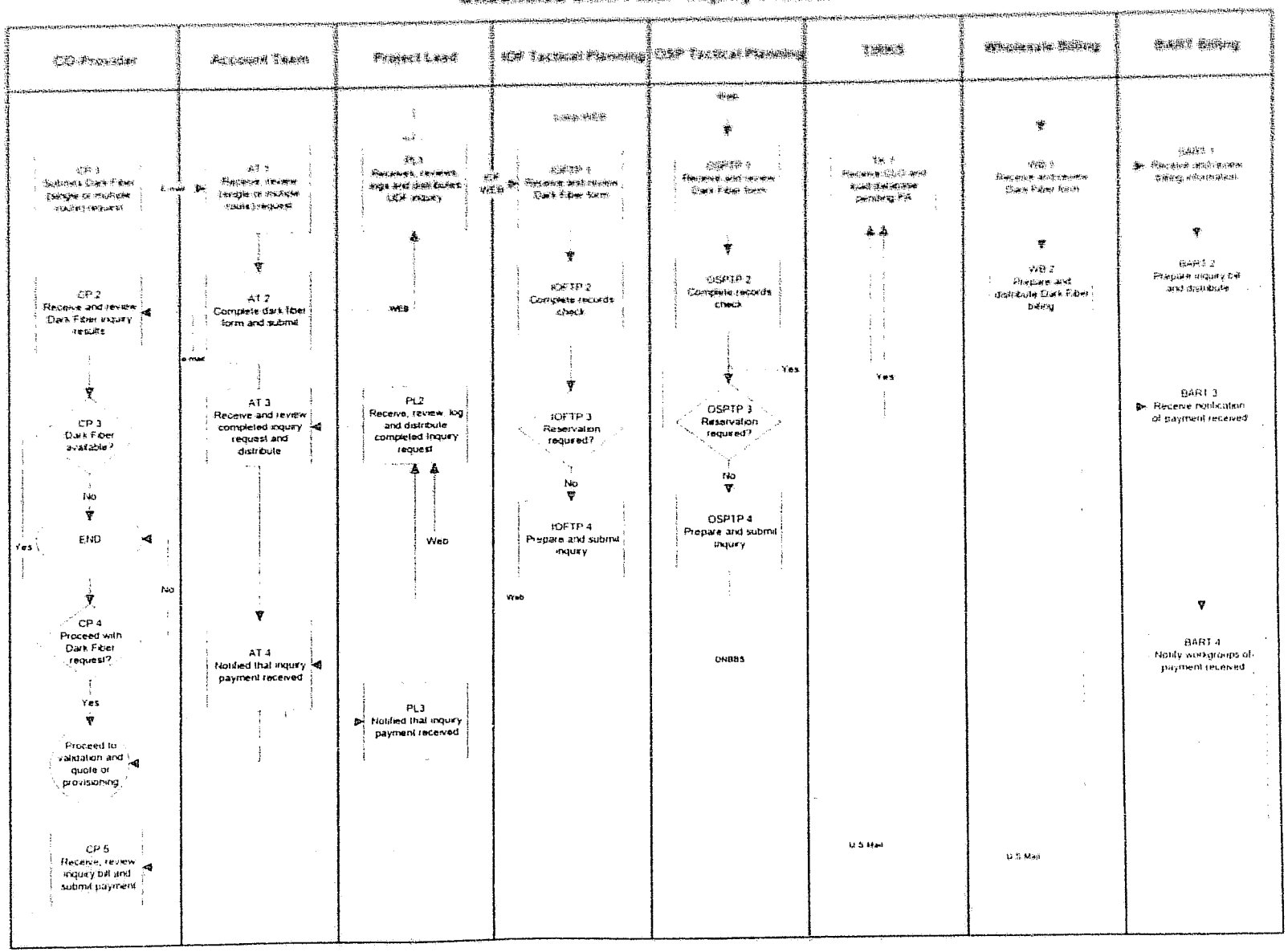


Sub-Loop Maintenance Task List

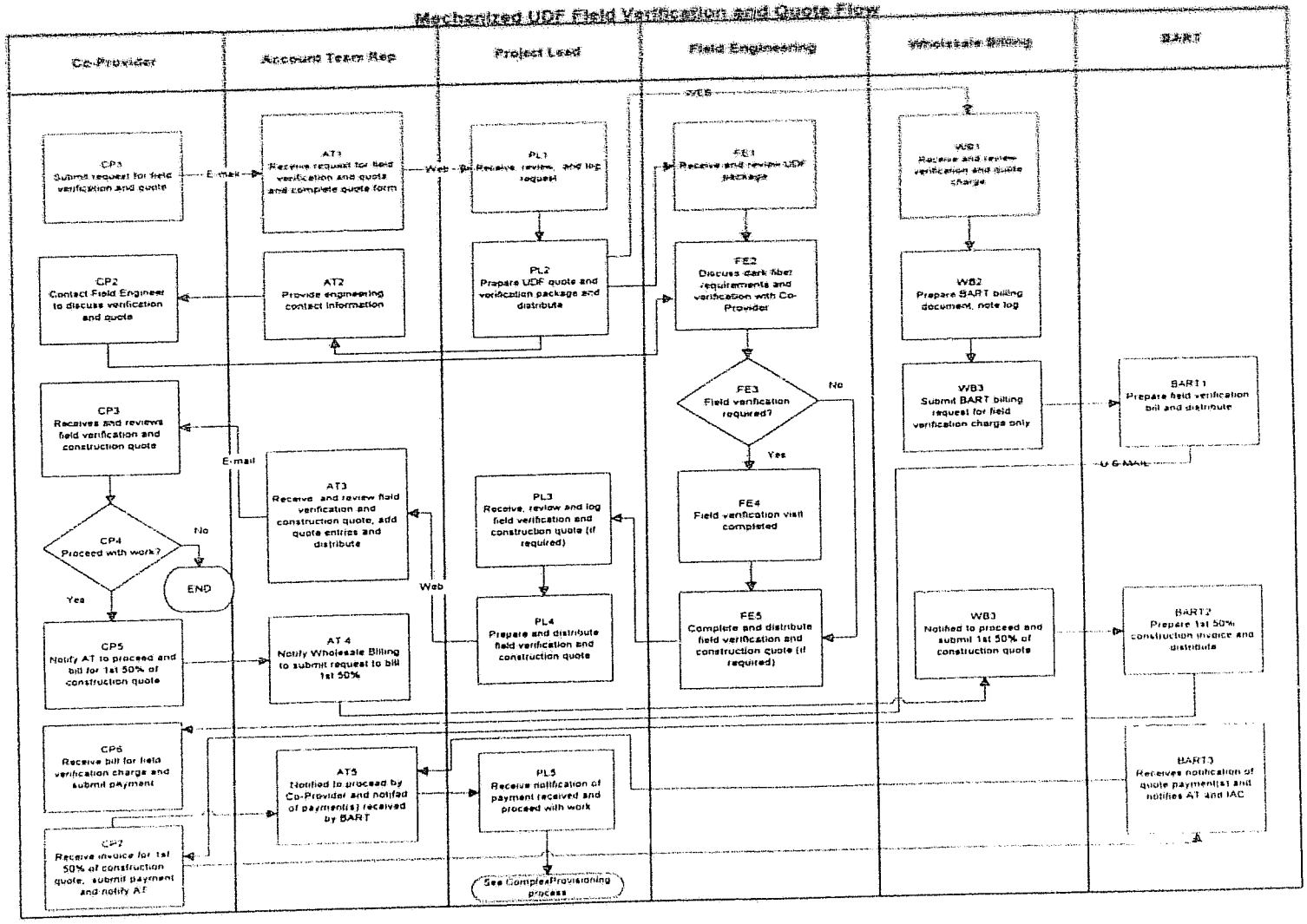
Assoc. Task #	Process
1	Co-Provider reports trouble on the Distribution and/or Feeder Sub-Loop to U S WEST.
2	The Co-provider's trouble report comes into the Account Maintenance Support Center/Repair Call Handling Center (AMSC/RCHC). It is first determined if the trouble being reported is a Feeder or Distribution problem. If the trouble is Feeder the report is recorded in WFA-C and sent on the Design Service Center (go to Task 3). If the trouble is determined to be a Distribution problem the report is recorded in LMOS and sent to the LRAC (go to Task 4).
3	In the Design Center Service additional screening and testing is performed by a Service Assurance Technician to determine if the physical trouble is in the loop or in the U S WEST Central Office. If the trouble is in the loop in the field the LRAC is notified (go to Task 4). If the trouble is in the U S WEST Central Office the report is routed to the CORAC (go to Task 7).
4	The LRAC loads the trouble to a I&M Technician for dispatch to the field.
5	The Network I&M Technician determines the physical trouble and repairs the sub-loop. If repair was of the Distribution sub loop the technician reports resolution to the Co-provider and closes the ticket in LMOS (go to Task 11). If the repair was to Feeder sub-loop go to Task 6.
6	Once the Feeder sub-loop is repaired in the field the I&M Technician contract the Design Implementor in the Design Service Center with the trouble resolution.
7	The CORAC loads the trouble to a Central Office Technician (COT) for resolution
8	The Central Office Technician determines the cause of the trouble with the Feeder Sub Loop and repairs the sub-loop.
9	Once the Feeder sub-loop is repaired in the Central Office the COT contract the Design Implementor in the Design Service Center with the trouble resolution.
10	The Implementor receives the repair resolution from the COT or I&M Technician, contacts the Co-Provider with the resolution information and closes the ticket
11	The Co-provider receives the trouble resolution from U S WEST

Docket No. 1
Exhibit No.
Witness: Kathleen A
Exhibit No.
Page 1 of 1

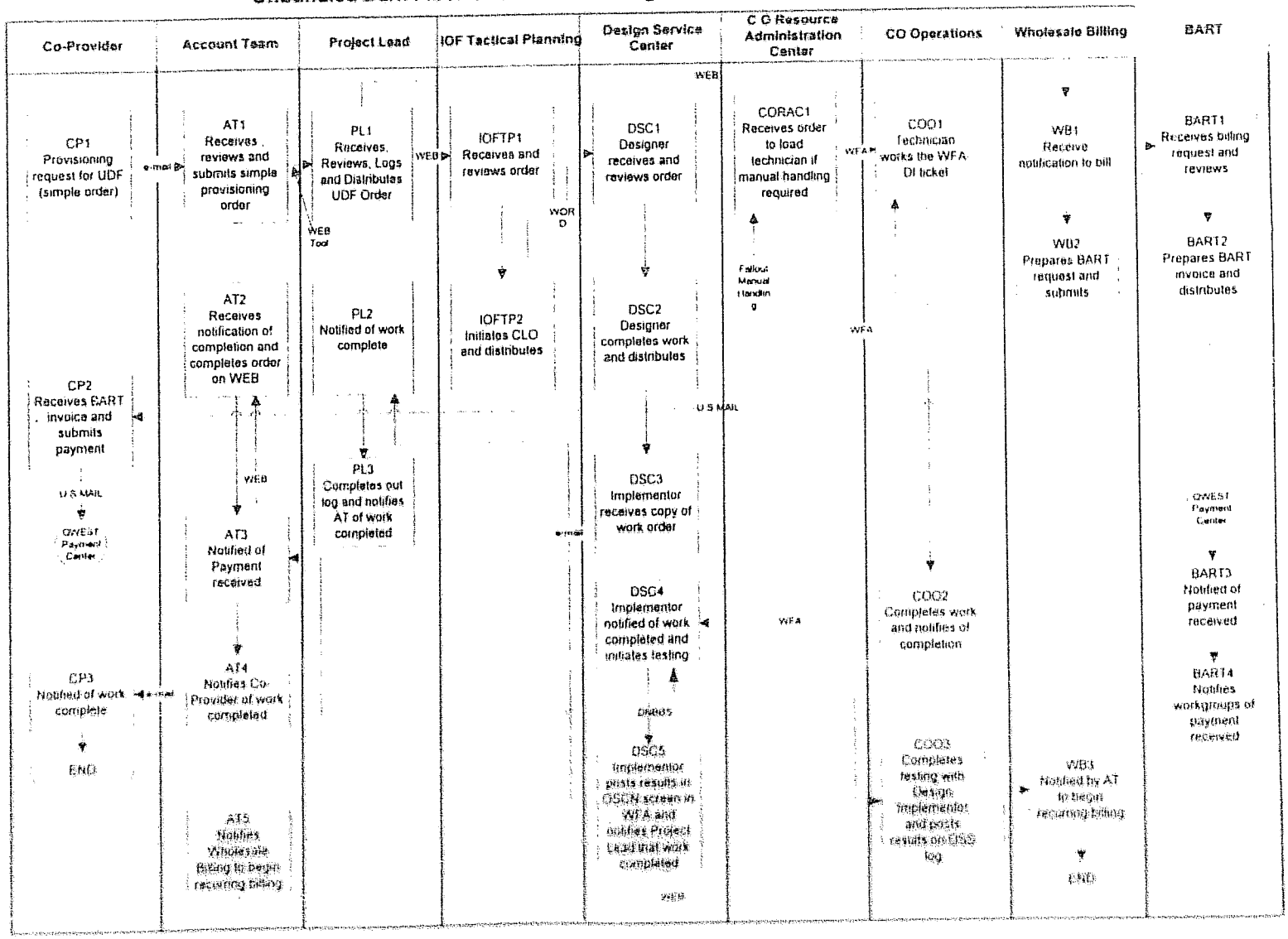
Unbundled Dark Fiber Inquiry Process



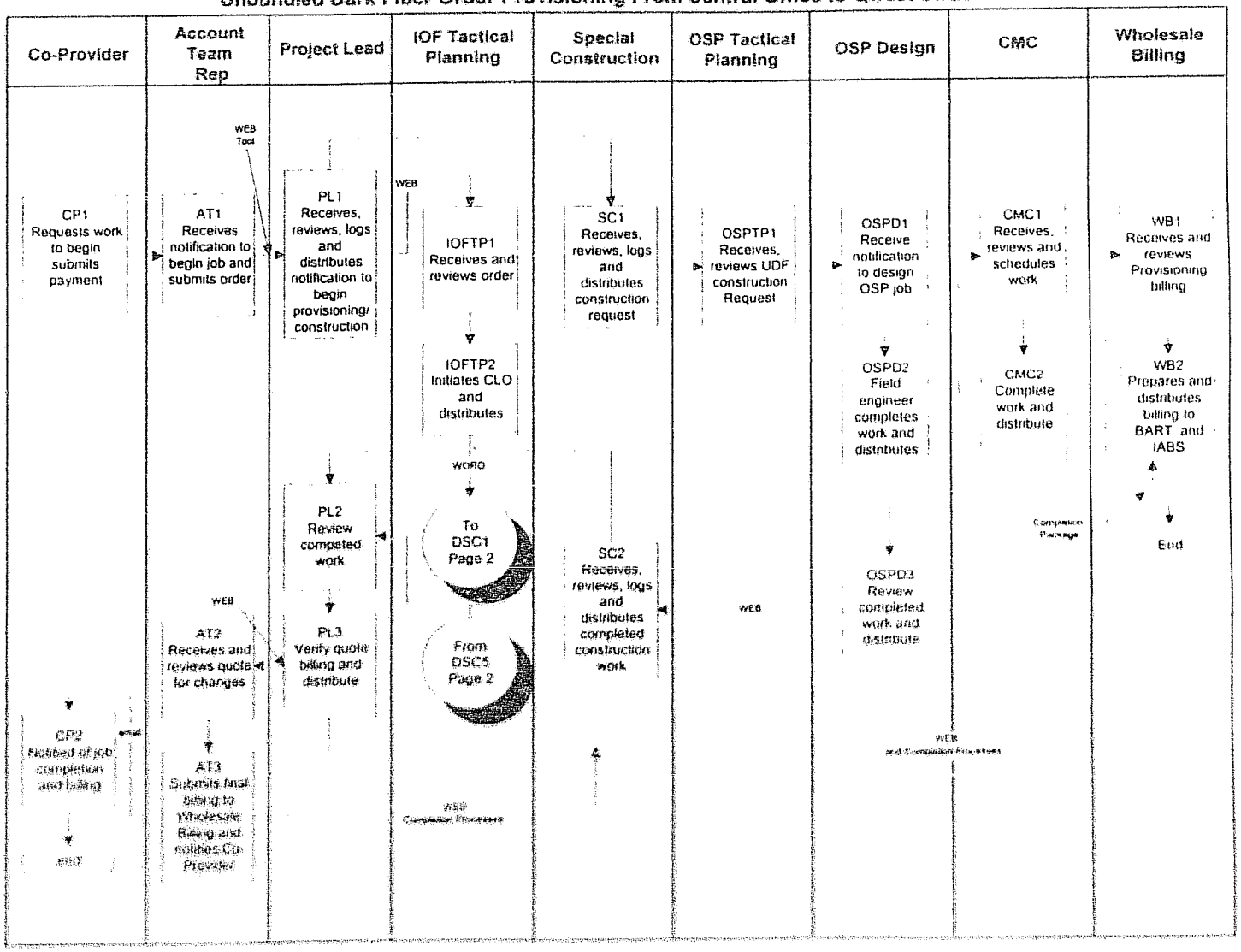
Mechanized UDF Field Verification and Quote Flow

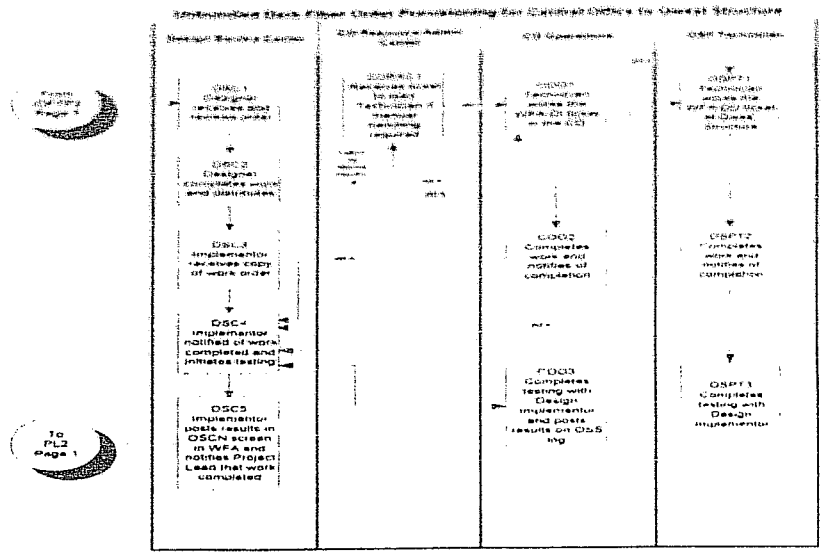


Unbundled Dark Fiber Order Provisioning for Central Office to Central Office Order

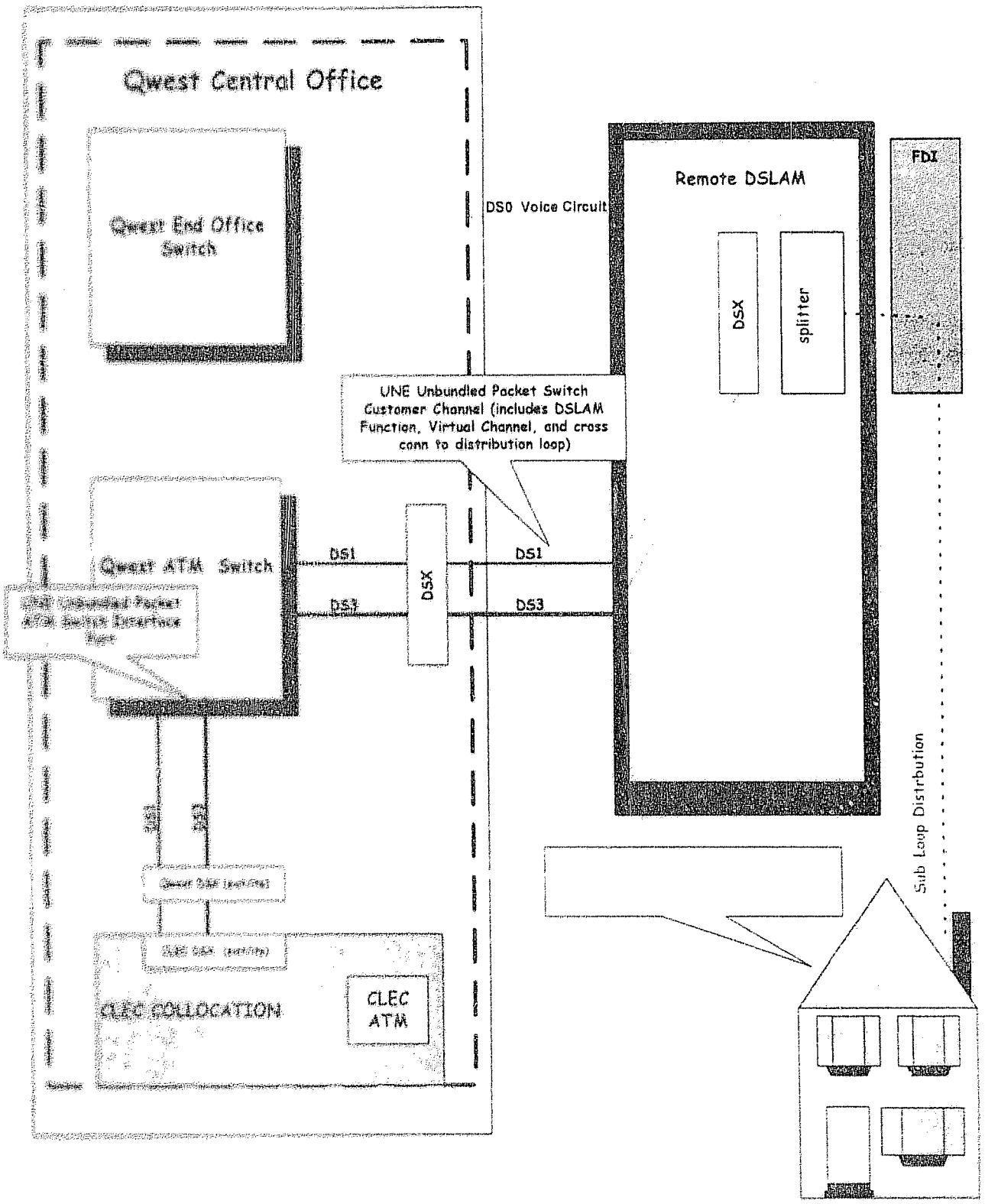


Unbundled Dark Fiber Order Provisioning From Central Office to Qwest Structure

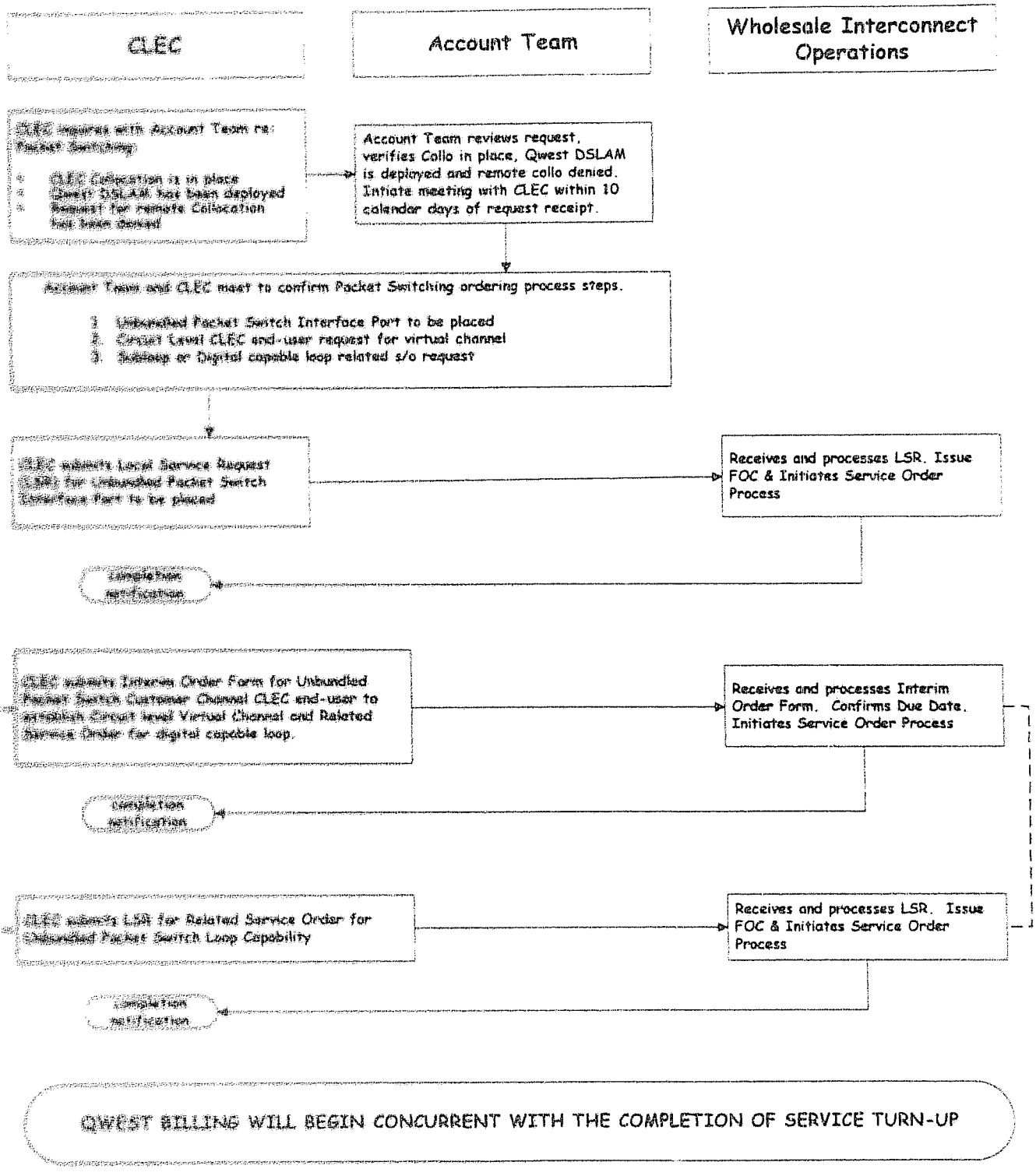




UNE - Packet Switching



Interim - Packet Switching Process Flow



QWEST BILLING WILL BEGIN CONCURRENT WITH THE COMPLETION OF SERVICE TURN-UP

BEFORE THE

PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET TC01-

Being first duly sworn upon oath, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 11th day of October, 2001.

Karen A. Stewart
Karen A. Stewart

STATE OF Oregon

OFFICIAL SEAL
JANICE KAY KERR
NOTARY PUBLIC-OREGON
COMMISSION NO. 326256
MY COMMISSION EXPIRES SEPT. 17, 2003

COUNTY OF Multnomah

Subscribed and sworn to before me this 11 day of October, 2001.

Janice Kay Kerr
Notary Public

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET-TC 01-165

QWEST CORPORATION'S

REBUTTAL AFFIDAVIT

OF

KAREN A. STEWART

EMERGING SERVICES

APRIL 2, 2002



Table of Contents

I. Identification of Affidavit 1

II. EXECUTIVE SUMMARY 1

III. ISSUES RAISED REGARDING Qwest'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR LINE SHARING 3

1 – Ownership of and Access to Splitters 3
2 – Tying Qwest Data Service and Voice Service 8
3– Line Sharing Over Fiber Loops 10
4– Provisioning Interval 14

III. ISSUES RAISED REGARDING Qwest'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR SUBLOOPS 15

1– Subloop Access at MTE Terminals 16
2– Requiring Local Service Requests (LSRs) for Access to Premise Wiring at MTEs 19
3– CLEC Facility Inventories 22
4– Determining Ownership of Inside Wire/Intervals 26
5– Intervals 30
6– Requirement for Qwest-Performed Jumpering at MTEs 31
7– Expanding Explicitly Available Subloop Elements 33

IV. ISSUES RAISED REGARDING Qwest'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR DARK FIBER 34

1– Affiliate Obligations to Provide Access to Dark Fiber 35
2– Access to Dark Fiber in Joint Build Arrangements 35
3– Applying a Local Exchange Usage Requirement to Dark Fiber 38
4– Consistency with Technical Publications 42

V. ISSUES RAISED REGARDING Qwest'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR PACKET SWITCHING 43

1– Availability of Spare Copper Loops 43
2– Denial of Digital Subscriber Line Access Multiplexers (DSLAM) Collocation 47
3 –ICB Pricing 49
4 –Unbundling Conditions as a Prerequisite to ordering 50
5 –Line Card "Plug and Play" 52

CONTINUATION

[7]

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I. IDENTIFICATION OF AFFIDAVIT

Karen A. Stewart states as follows:

My name is Karen A. Stewart. I am a Senior Staff Advocate in the Qwest Services Corporation (Qwest) Policy and Law organization. My office is located at 421 SW Oak Street, Portland, Oregon. I filed an affidavit regarding Qwest's compliance with all FCC requirements regarding Emerging Services in Docket No. TC 01-165 on October 24, 2001.

The purpose of my Rebuttal Affidavit is to reply to the affidavits of the numerous parties commenting on line sharing, sub-loop unbundling, access to dark fiber, and Qwest's obligation to provide access to unbundled packet switching. Specifically, I respond to the affidavits of Kenneth Wilson on behalf of AT&T Communications of the Midwest, Inc (AT&T), Dr. Marlon Griffing representing South Dakota Commission Staff, and W. Thomas Simmons representing Midcontinent Communications.

As described in my Direct Affidavit and in this Rebuttal Affidavit, Qwest satisfies the requirements of Sections 251 and 271 of the Act and the FCC's rules as it relates to emerging services.

II. EXECUTIVE SUMMARY

In this affidavit, I address issues raised by other parties regarding Qwest's compliance with the FCC's emerging services obligations. Qwest's emerging service

obligations are the result of the FCC's Third Interconnection Order in CC Docket No. 96-98[1] and the Line Sharing Order in CC Docket Nos. 98-147 and 96-98.[2] The Line Sharing Order, as its name implies, added a requirement for line sharing and the Third Interconnection Order added requirements for sub-loop unbundling, access to dark fiber, and limited access to unbundled packet switching.

Qwest has a concrete and specific legal obligation to provide emerging services and UNEs through its revised Statement of Generally Available Terms and Conditions (SGAT), the KMC Telecom V, Inc. ("KMC") interconnection agreement, and Qwest's other Commission approved interconnection agreements. Section 9 of the South Dakota SGAT was updated consistent with the recommendations from Mr. John Antonuk's reports on emerging services, i.e., for SGAT sections for line sharing, sub-loop unbundling, dark fiber, and packet switching.

My affidavit, when combined with the Regional Oversight Committee's (ROC) Third Party Operation Support System (OSS) testing results, and references to the SGAT and South Dakota interconnection agreements, such as KMC, proves that Qwest provides access to emerging services in conformance with the Act. The South Dakota

---

1 Third Interconnection Order and Fourth Notice of Proposed Rulemaking, CC Docket No. 96-98 FCC 99-238, (November 5, 1999) (Third Interconnection Order or UNE Remand Order).

2 Third Interconnection Order, CC Docket No. 98-147, and Fourth Report and Order, CC Docket No. 96-98, FCC 99-355 (December 9, 1999) (Line Sharing Order).

Commission should confirm that Qwest satisfies its obligations to provide access to emerging services under checklist item 2.

II. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR LINE SHARING

This issue concerns whether Qwest must provide CLECs with access to its line splitters on a line at a time basis. Two witnesses commented on issues associated with line sharing: Dr. Griffing on behalf of the Commission Staff; and Mr. Wilson on behalf of AT&T. I will address these issues and concerns in the following sections. Dr. Griffing provided Direct Testimony on each impasse issue identified in Mr. John Antonuk's (the Multi-state facilitator) Third Report – Emerging Services ("Third Report") issued on June 11, 2001. For ease of identification by the parties, I have used the numbering and issue identification contained in the Direct Testimony of Dr. Griffing.

1 – Ownership of and Access to Splitters

Qwest strongly disagrees with AT&T's position that Qwest be required to purchase, own, and deploy line splitters to support line splitting arrangements.[3] The FCC in the Texas 271 order rejected this exact request. Specifically the FCC stated:

> 326. AT&T also argues that it has a right to line splitting capability over the UNE-P with SWBT furnishing the line

[3] AT&T Emerging Services Comments at page 38.

splitter.[4] AT&T alleges that this is "the only way to allow the addition of xDSL service onto UNE-P loops in a manner that is efficient, timely, and minimally disruptive."[5] Furthermore, AT&T contends that competing carriers have an obligation to provide access to all the functionalities and capabilities of the loop, including electronics attached to the loop.[6] AT&T contends that the splitter is an example of such electronics and that it is included within the loop element.[7]

327. **We reject AT&T's argument that SWBT has a present obligation to furnish the splitter when AT&T engages in line splitting over the UNE-P.** The Commission has never exercised its legislative rulemaking authority under section 251(d)(2) to require incumbent LECs to provide access to the splitter, **and incumbent LECs therefore have no current obligation to make the splitter available.**[8] As we stated in the *UNE Remand Order*, "with the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity."[9] We separately determined that the DSLAM is a component of the packet switching unbundled network element.[10] We observed that "DSLAM equipment sometimes includes a splitter" and that, "[i]f not, a separate splitter device separates voice and data traffic."[11] **We did not identify any circumstances in which the splitter would be treated as part of the loop, as distinguished from being part of the packet switching element.** That distinction is critical, because we declined to exercise our rulemaking authority under section 251(d)(2) to require incumbent LECs to provide access to the packet switching

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4 *See* AT&T Texas II Pfau/Chambers Decl. at ¶¶40-42; *see also* IP Communications at 12, 14.

5 AT&T Texas II Pfau/Chambers Decl. at ¶41.

6 AT&T Texas II Pfau/Chambers Decl. at ¶¶40-42.

7 AT&T Texas II Pfau/Chambers Decl. at ¶40.

8 *See* 47 U.S.C. § 251(d)(2); *AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721, 736 (1999).

9 *UNE Remand Order*, 15 FCC Rcd at 3776, ¶175.

10 *UNE Remand Order*, 15 FCC Rcd at 3833, ¶¶302-303.

11 *UNE Remand Order*, 15 FCC Rcd at 3833, ¶303.

> element, and our decision on that point is not disputed in this proceeding. (emphasis added)
> 328. **The *UNE Remand Order* cannot fairly be read to impose on incumbent LECs an obligation to provide access to their splitters.** (emphasis added).

Thus, this issue has been resolved by the FCC against AT&T. This position is further supported by the FCC's Line Sharing Order. This order specifically stated that ILECs such as Qwest had the option of providing line splitters itself or, in the alternative, allowing CLECs to place their splitters in the ILEC's central offices.[12]

Interestingly, the FCC believes that providing CLECs with the option to own line splitters is to the CLEC's advantage, since it ensures that the ILEC cannot limit the CLEC's ability to deploy competitive services.[13]

Thus, the FCC has specifically stated, not once but twice, that ILECs are not required to own and install splitters for CLECs that can be obtained on a line-at-a-time basis.

Moreover, this issue has also been determined by the Texas Commission. In the case of Southwestern Bell (SWBT), it was utilizing non-integrated outboard splitters as part of a managed data service it was offering. Because outboard splitters were already available to an SWBT affiliate, the Texas Commission mandated that the

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[12] Line Sharing Order at ¶146.

[13] Line Sharing Order at ¶76.

CLECs could also use the SWBT outboard POTS splitters. Additionally, the Texas Commission clarified in its order:

> "The Commission clarifies that this finding applies only to "stand-alone" splitters, as requested by AT&T in this docket. **This does not apply to a splitter that has been incorporated into a DSLAM.**"[14] (emphasis added)

First, Qwest does not currently provide non-integrated (i.e. outboard) POTS splitters to an affiliate. The only splitters used in Qwest's central offices are those that are integrated into the Qwest DSLAM unit. Within both the Cisco and Lucent platforms used by Qwest, there is a separate shelf for the splitters. However, the DSLAM shelves are hardwired directly to the back of the data ports of the splitters. These hardwired connections are made with amphenol connectors. Qwest's current architecture for DSLAM and splitter deployment does not call for circuit board integration, due to critical need to maintain voice service if a DSLAM card fails or is removed for maintenance purposes. However, Qwest believes that the integration of DSLAMs and splitters is not defined exclusively by circuit board integration.

Second, from a design and provisioning perspective, the Qwest DSLAM modems and the POTS splitters are considered as one unit. This translates into one and only one point of demarcation between the line shared loop and the Splitter/DSLAM port combinations. Also, the interface to the ATM switch is seen as one demarcation point.

Furthermore, the equipment bays that house the POTS splitter and DSLAM units are ordered from the manufacturer as one EF&I (Engineered, Furnished, and Installed) unit. Finally, Qwest's technicians do not have access to the cable between the Splitter and the DSLAM for testing. Testing is performed at the Main Distribution Frame ("MDF") in the serving wire center. Therefore, it is impossible to provide access for another provider to the Qwest-owned splitter. In summary, Qwest does not use the type of "shared splitters" that could be shared between Qwest and other CLECs.

In addition, Qwest disagrees with AT&T's implication that providing access to Qwest splitters would result in a CLEC being able to provide or partner with another CLEC to provide DSL services without central office collocation.[15] In reality, one of these parties would require central office collocation to place the DSLAM to provide access to the packet switch providing the DSL service.

Therefore, the Qwest position that POTS splitters in South Dakota must be provided by the CLEC is consistent with both the FCC and the Texas Commission on this issue.

Finally, Dr. Griffing, on behalf of the Commission Staff, carefully reviewed the multi-state facilitator's Third Report regarding the issue of POTS splitter ownership that

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[14] Order Approving Revised Arbitration Award, PUC Docket No. 22315, Public Utility Commission of Texas, page 9.

[15] AT&T Emerging Services Comments at page 38.

resulted from the Multi-state emerging services workshops, and concurs with Mr. Antonuk's recommendation.[16] In his Third Report, Mr. Antonuk recognized that existing regulations do not require Qwest to provide CLECs with splitters.[17] Nor did Mr. Antonuk find any evidence to support a conclusion that CLEC installation of splitters would expose distance, cable length, or central-office space problems that could be avoided by having Qwest perform the splitter installations.[18] The state commissions from Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, Utah, Wyoming, and Washington have all agreed with Qwest on this issue. No Commission has found otherwise.

In summary, Qwest agrees with the recommendation of Dr. Griffing and notes no changes are necessary to the South Dakota SGAT to implement his recommendation.

2 – Tying Qwest Data Service and Voice Service

This issue concerns whether Qwest must enable CLECs to offer Qwest DSL service when CLECs provide voice service over UNE-P. Qwest provides for such access. No CLEC provides comment on this issue. Probably because he has not seen how this issue has evolved, only Dr. Griffing, on behalf of the Commission Staff, provides comment. Dr. Griffing reviewed the facilitator's report and analyzed the

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[16] Dr. Griffing's Direct Testimony at pages 53-54.

[17] Mr. Antonuk's Third Report at page 15.

[18] Mr. Antonuk's Third Report at page 15.

previous Qwest policy of disconnecting retail Qwest DSL service if an end user customer was to convert their retail Qwest local exchange service to voice service provided by a CLEC using unbundled network elements (UNEs). Dr. Griffing correctly noted that Qwest's initial response was to respond to AT&T's request literally and allow CLECs to keep existing Qwest DSL service in place when the CLEC decided to provide voice over UNE-P. Dr. Griffing supports, at a minimum, an interpretation of Mr. Antonuk's Third Report that Qwest allow CLECs to provide Qwest retail DSL to any interested end user customer that obtains its voice service by a CLEC via UNEs.[19] So long as Qwest has the infrastructure in place to provide the DSL service, Qwest supports that recommendation and has already included this commitment to offer Qwest DSL service in its South Dakota SGAT and its KMC interconnection agreement.

> 9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. . . .[20]

In addition to recommending, at a minimum, that the South Dakota Commission adopt the resolution in Mr. Antonuk's Third Report, Dr. Griffing also recommends that Qwest be required to offer Qwest DSL as a stand-alone product. The issue of Qwest's ability to offer Qwest DSL as a stand-alone product is discussed in the Rebuttal Affidavit of Ms. Jean Liston.

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19 Dr. Griffing's Direct Testimony at page 55.

20 See SGAT § 9.23.3.11.7 and KMC agreement § 9.23.3.11.7

However, since Qwest has already implemented the resolution from Mr. Antonuk's Third Report in South Dakota, Qwest recommends that the South Dakota Commission finds that this issue has been resolved.

3– Line Sharing Over Fiber Loops

Mr. Wilson, on behalf of AT&T, seeks to impose new obligations, in addition to those the FCC currently imposes, on Qwest to provide line sharing over fiber.[21] In the Line Sharing Reconsideration Order, the FCC clarified Qwest's current obligation:

> where a competitive LEC has collocated a DSLAM at the remote terminal, an incumbent LEC must enable the competitive LEC to transmit its data traffic from the remote terminal to the central office. The incumbent LEC can do this, at a minimum, by leasing access to the dark fiber element or by leasing access to the subloop element.[22]

Qwest clearly complies with this current obligation. Qwest provides CLECs with the network elements to transport data from Qwest remote terminals including

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21 AT&T Comments on Emerging Services at page 1.

22 Line Sharing Reconsideration Order ¶12.

unbundled dark fiber,[23] DS1 capable loops,[24] and OCN.[25] Qwest also provides CLECs with the ability to commingle its data with Qwest's data.[26]

Qwest admits that the FCC then acknowledged that there may be additional ways to implement line sharing where there is fiber in the loop, which would turn on the inherent capabilities of the equipment ILECs have deployed.[27] Accordingly, the FCC initiated two further notices of proposed rulemaking to request comments to explore the feasibility of additional methods of providing line sharing over fiber-fed loops.[28] Clearly, the FCC has not imposed any additional obligations, but has merely begun the process for considering whether to impose any such additional obligations. Nonetheless, AT&T asks that the Commission impose additional line sharing obligations of the very kind the FCC intends to study through the comments it has requested.

Specifically, the AT&T request would require Qwest to delete references to "copper" loops in SGAT section 9.4.1, which describes Qwest's line sharing offering.

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23 *See* SGAT section 9.7.

24 *See* SGAT section 9.2.

25 *See* SGAT section 9.2.2.3.1. Qwest also offered to add the following sentence at the end of section 9.2.2.3.1: "Qwest shall allow CLECs to access high capacity loops at accessible terminals including DSX, FDPs or equivalent in the Central Office, customer premises or at Qwest owned outside plant structure (e.g., CEV, RT or hut)."

26 *See* SGAT section 9.20 (unbundled packet switching).

27 Line Sharing Reconsideration Order ¶12.

28 *Line Sharing Reconsideration Order* ¶12 ("For these reasons, we are initiating a Third Further Notice of Proposed Rulemaking today in the Advanced Services docket and a Sixth Further Notice of Proposed Rulemaking in the Local Competition docket that requests comment on the feasibility of different methods of providing line sharing where an incumbent LEC has deployed fiber in the loop.")

and broaden the reference to include other loops. Deleting references to copper loops would render the SGAT's description of line sharing misleading because Qwest cannot currently offer line sharing over anything other than a copper loop. No state commission in Qwest's region has imposed the obligation that AT&T seeks here. All have recognized that the line sharing language as currently constructed is dependent on the use of copper loops.

Mr. Wilson asserts that line sharing over fiber fed loops is technically feasible.[29] However, Mr. Wilson quickly acknowledges this would require the South Dakota Commission to expand Qwest's legal obligations as it relates to unbundled packet switching.[30] Mr. Wilson does not provide any information, facts or data about the technology, cost or network impacts of his recommendation that would allow this Commission to do a necessary and impair analysis of his request. Moreover, an expanded definition of unbundled packet switching would not make line sharing over fiber any more technically feasible. This process is just not feasible in Qwest's network today.

Moreover, Qwest has included language in the South Dakota SGAT and in the KMC interconnection agreement that acknowledges its obligations to provide line sharing over additional transport mechanisms as they become available.

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29 AT&T Comments on Emerging Services at page 39.

> 9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology. Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.

Dr. Griffing, on behalf of the Commission Staff, reviewed the facilitator's report regarding this impasse issue from the Multi-state emerging services workshops. Dr. Griffing supports the recommendation from Mr. Antonuk's Third Report.[30] Specifically, Mr. Antonuk found no evidence that Qwest was failing to provide any technically feasible line sharing over fiber.[32] Moreover, Mr. Antonuk noted that 9.4.1.1 is flexible enough to accommodate new technologies.[33] Qwest agrees with this recommendation and notes that no changes are necessary to the South Dakota SGAT to implement Dr. Griffing's recommendation.

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30 *Id.*

31 Dr. Griffing's Direct Testimony at pages 55-56.

32 Mr. Antonuk's Third Report at pages 18-19.

33 Mr. Antonuk's Third Report at page 19. Mr. Antonuk's report refers to an original version of 9.4.1.1, prior to it being modified based on CLEC comments in past Multi-state emerging services workshops. The version of 9.4.1.1 in Mr. Antonuk's Third Report reads: "To the extent additional line sharing technologies and transport mechanisms are identified, and Qwest has deployed such technologies for its own use, and Qwest is obligated by law to provide access to such technology, Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for line sharing may need to be amended in order to provide such access." Qwest believes the

4– Provisioning Interval

This issue concerns the speed with which Qwest must make line sharing available to CLECs. Dr. Griffing representing Commission Staff, was the only party to provide direct testimony on this provisioning installation interval. This issue developed in the Multi-state workshop because a CLEC desired Qwest to provide a one day installation interval for line sharing. However, the FCC has expressly determined that the retail parity standard applies to line sharing because there is a retail analogue.

> As a general matter, the nondiscrimination obligation requires incumbent LECs to provide to requesting carriers access to the high frequency portion of the loop that is equal to that access the incumbent provides to itself for *retail* DSL service its customers or its affiliates, in terms of quality, accuracy and timeliness. Thus, we encourage states to require, in arbitration proceedings, incumbent LECs to fulfill requests for line sharing within the ***same interval the incumbent provision xDSL to its own retail or wholesale customers***, regardless of whether the incumbent uses an automated or manual process.[34]

Thus, the FCC has established that the nondiscrimination standard for line sharing is retail parity and the interval for line sharing should be the same as the xDSL loop interval.

Qwest's installation interval was actually better than this FCC directive when it first set the line sharing interval at five days. Qwest's retail DSL provisioning interval is

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current version of 9.4.1.1 in the South Dakota SGAT still contains the relevant commitments identified by Mr. Antonuk and is preferred by the CLECs.

[34] *Line Sharing Order* ¶173 (emphasis added).

ten days. Thus, Qwest was already providing CLECs with a faster interval than required to comply with the parity standard. Clearly, a five day interval provides CLECs better than retail parity. Nonetheless, Qwest agreed to reduce its line sharing interval even further. Effective July 1, 2001, the standard interval for line sharing was reduced to only 3 days for quantities of 1 to 24 lines.

Moreover, since Mr. Antonuk's decision, parties to the ROC PID process have agreed upon an average line sharing provisioning interval of 3.3 days. Thus, if Qwest provides CLECs with line sharing in, on average, 3.3 days, the CLECs admit that they have a meaningful opportunity to compete. While CLECs in South Dakota have not yet afforded themselves of line sharing, throughout the region, Qwest consistently provisions line sharing at or faster than the 3.3 day benchmark. Thus, Qwest can and does meet this 3.3 day objective with its 3.0 day provisioning interval thereby verifying its propriety. All 12 states to consider this issue have supported Qwest's existing provisioning interval for line sharing.

III. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR SUBLOOPS

Qwest offers CLECs access to subloop unbundling such that CLECs can obtain access to fragments of an unbundled loop at any Qwest accessible terminal. Three witnesses commented on issues associated with subloop unbundling: Dr. Griffing on behalf of the Commission Staff; Mr. Wilson on behalf of AT&T, and W. Thomas

Simmons representing Midcontinent Communications. I will address these issues and concerns in the following sections. Dr. Griffing provided Direct Testimony on each impasse issue identified in Mr. Antonuk's Third Report. For ease of identification by the parties, I have used the numbering and issue identification contained in the Direct Testimony of Dr. Griffing.

After proceedings on this subject in multiple states, Qwest and the CLEC community have reached consensus on how CLECs should access subloop elements in detached terminals such as a feeder distribution interface (FDI). The issues that remain, concern how CLECs can access subloops and terminals in multiple tenant environments (MTEs). AT&T wants access without any rule or limitation. Qwest asserts that some minimal procedures must be followed.

1– Subloop Access at MTE Terminals

The first issue is whether the SGAT section on subloop access is consistent with the FCC's definition of the unbundled network interface device ("NID"). Qwest is confused about this issue, as it appears to be an unnecessary hold over from the time when Qwest demanded collocation in MTE terminals. The SGAT and KMC interconnection agreement allows CLECs to access NIDs (terminals without a subloop element) and MTE terminals (when subloop access is required) in exactly the same way. Despite this, AT&T contends that any accessible terminal containing a protector in an MTE is a NID and subject to the FCC's rules on access to the unbundled NID.

AT&T in their comments only raises issues that were addressed and resolved in the Multi-state workshops and in Mr. Antonuk's Third Report. AT&T does not provide any new factual evidence on this issue.

Before discussing the merits of AT&T's position, Qwest would like to make a practical point. This is simply a terminology issue, nothing more. There is no difference in what access the CLECs will obtain. The only issue is what do we call these terminals when they are a stand-alone product versus what we call these terminals when they have an accompanying subloop. Qwest asserts that the terminals should have different names to leave absolutely no confusion about whether a subloop is involved or not. When an MTE Terminal is involved, a Qwest subloop exists past the terminal. When an MTE Terminal is involved, a CLEC also wants access to a Qwest subloop past the terminal. When a NID is ordered, it is the only portion of the network that CLECs seek access to; generally this would mean that the NID is a demarcation point between the Qwest network and customer owned inside wire. We do not need to add a level of confusion for the individuals who must implement the SGAT.

In order to make its argument, AT&T cites to Rule 319 (a)(2)(D) that provides "[a]ccess to the subloop is subject to the Commission's collocation rules." In order to avoid the application of the collocation rules, AT&T claims that the accessible terminals it seeks to access in conjunction with subloop elements constitute unbundled NIDs, and therefore are not subject to the collocation rules. Qwest does not seek to

require CLECs to collocate in either NIDs or MTE Terminals for subloop unbundling. Qwest decided to back off of this clear FCC language in March of 2001. AT&T knows this as SGAT section 9.3.3.1 specifically states that no such collocation is required.

The crux of the purported disagreement between AT&T and Qwest turns on the FCC's description of these two UNEs – subloop and NID. Essentially, AT&T claims that any accessible terminal that includes the cross-connect and electrical over-voltage protections that a NID performs constitutes a NID to which Qwest must provide unbundled access pursuant to Rule 319(b). This contention ignores the FCC's plain distinction between the functionality of the NID, which the FCC expressly held is included as part of a subloop, and the unbundled network element NID, which the FCC clearly defined as the demarcation point between "end-user customer premises wiring [and] the incumbent LEC's distribution plant."[35] Thus, all Qwest is stating is that CLECs must order subloops pursuant to section 9.3 of the SGAT and NIDs pursuant to section 9.5 of the SGAT. The processes involved have much agreed upon overlap and the differences required for subloop are necessary to ensure Qwest can monitor, repair, and bill for its subloop elements. All 12 state commissions to consider this issue have agreed with Qwest.

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35 *UNE Remand Order* ¶233

Dr. Griffing, who also provided direct testimony on this issue, recommends that the Commission adopt Mr. Antonuk's Third Report on this issue.[36] Mr. Antonuk stated that we should avoid trying to define the issue simply in terms of a broad definition of the NID and rote application of collocation rules, but rather that there be language in the SGAT flexible enough to allow a case-by-case assessment of "accessible" terminals by subloop elements.[37] As also stated by Dr. Griffing, Qwest has already made Mr. Antonuk's suggested changes to the SGAT and has implemented these changes in the KMC interconnection agreement. Qwest agrees with this recommendation and believes this Commission should find that Qwest meets its obligations to provide access to subloops at MTE terminals.

2– Requiring Local Service Requests (LSRs) for Access to Premise Wiring at MTEs

The second such subloop issue in an MTE environment is whether CLECs must order subloops using the standard LSR process. Dr. Griffing recommended that the Commission adopt the resolution from Mr. Antonuk's Third Report, which specifically mandated use of LSRs.[38] Mr. Antonuk discounted the AT&T suggestion to have CLECs avoid a standard LSR process by sending in monthly reports to Qwest.[39] Every state

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36 Dr. Griffing's Direct Testimony at page 57

37 Mr. Antonuk's Third Report at page 29-30

38 Dr. Griffing's Direct Testimony at pages 58-59

39 Mr. Antonuk's Third Report at page 31

commission except Oregon has specifically required use of the LSR, and Oregon relied upon a Washington ALJ decision, which the Washington Commission reversed.[40] This is the same proposal AT&T is still making in its South Dakota comments.[41] In rejecting this proposal, Mr. Antonuk stated:

> AT&T's arguments about the low cost and the low incidence of repair for on-premises wiring does not support its proposed long-term solution. Because Qwest is entitled to bill for the wiring if it owns it, it is also entitled to regularity and completeness for billing purposes. LSRs provide an efficient means of getting Qwest's billing systems the information needed; comparable manual methods would not be efficient; and AT&T's solution is simply not rigorous enough to offer Qwest what it is entitled to have when it makes its facilities available for CLEC use as subloop elements.[42]

Qwest acknowledges that Mr. Antonuk addressed the timing concerns of the CLECs in having to have complete LSRs the first time they access an MTE location. Therefore, Qwest agreed to implement Mr. Antonuk's recommendation that it allow CLECs to submit incomplete LSRs the first time the CLEC accesses Qwest subloop elements at an MTE. Qwest has made the SGAT changes recommended by Mr. Antonuk in its South Dakota SGAT and makes the same commitment in the AMC interconnection agreement.

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40 Qwest has filed comments in Oregon that it will seek review of this issue in the next Oregon 271 workshop.

41 AT&T Emerging Services Comments at page 12.

42 Mr. Antonuk's Third Report at page 31.

> 9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

Qwest agrees with this recommendation and urges the Commission find the Qwest policy of requiring an LSR is reasonable and that Qwest meets its obligations to provide access to Qwest-owned inside wire.

Despite the statements of AT&T, submission of an LSR is the industry standard for wholesale orders of network elements. The OBF is the national industry forum that creates and maintains LSR ordering guidelines. These guidelines are the de facto standard for ordering UNEs. The OBF has considered how subloop unbundling should be ordered and has begun to adopt processes for access to the various types of subloops. The process the subloop ordering process that the OBF has thus far defined for ordering subloops is based on submission of an LSR.

The industry standard requires submission of an LSR for ordering for good reason. The LSR contains information Qwest requires for billing, tracking inventory, and identifying the circuit for maintenance and repair purposes. Timely submission of the LSR is required so that Qwest can satisfy its obligations to manage and maintain its

network and to bill and recover the payment to which it is entitled for the element. More importantly, both CLEC and Qwest customers will be adversely affected by the lack of a timely LSR due to the resultant inaccuracies in Qwest's systems, which will impede Qwest's repair efforts.

AT&T's contention is that it is too costly to submit LSRs. Yet, AT&T does not object to submitting LSRs when the end user customer they are going to serve wants its number ported. AT&T has estimated that 80% of the time this will be the case. So in the remaining 20%, AT&T proposes a non-standard, one-off process that does not eliminate cost but rather increases it. The difference with AT&T's proposal is that all the cost of having to deploy methods, processes, training and system changes are borne by Qwest.

Again, Qwest asks this Commission to adopt the recommendations of Ms. Antonuk and require that CLECs submit LSRs when seeking access to Qwest subloops.

3– CLEC Facility Inventories

This step of the subloop provisioning process requires Qwest to inventory the particular facilities that the CLEC physically brings into and attaches to the Qwest MTE Terminal. Qwest takes 5-days to complete this process. The creation of an inventory allows Qwest to monitor what Qwest facilities are currently in use by a CLEC. In the 7

state report, Mr. Antonuk recommended that CLECs be allowed to submit LSRs for subloops before the 5-day inventory process was complete. Qwest has committed to this concept in SGAT section 9.3.5.4.7 of the Seven Statute SGAT and the AIMC interconnection agreement.

Dr. Griffing recommended the Commission adopt the resolution from Mr. Antonuk's Third Report on this issue that allows Qwest to conduct CLEC inventories but that the need for such inventories to create circuit identifications within the Qwest systems should not delay CLEC access.[45] Mr. Antonuk deemed that upon CLEC request, the required inventory would take place during the 5-day period an LSR is in suspension. Qwest agrees with this recommendation and has already implemented this option for CLECs via its SGAT and makes this commitment in its AIMC interconnection agreement.

> 9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the date of LSR submission by CLEC.

AT&T has expressed concern about the language in 9.3.5 and that it needs to be clear that the CLEC does not have to wait for the completion of the inventory either

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[45] Dr. Griffing's Direct Testimony at pages 66-68.

AT&T contends that Qwest should inventory CLEC facilities after, rather than before, the CLEC has completed its installation process.[44]

AT&T concerns are without merit. As stated above, SGAT section 9.3.5.4.7 specifically allows CLEC to access to the intrabuilding cable subloops prior to submitting a complete LSR. If a CLEC begins the 5 day inventory process at the time its places facilities into the MTE, the CLEC could easily have more than 5 days before needing to process an end user customer order. Further, a CLEC's business plan will be in place well before marketing actually begins. AT&T could notify Qwest in advance of the targeted MTEs so that the inventory can be completed before the CLEC even begins marketing, eliminating AT&T's concern. Accordingly, AT&T's argument should be rejected.

Secondarily, AT&T argues that "it is prejudicial to have AT&T create an inventory." However, in the next sentence, AT&T acknowledges that the inventory is a simple "cable count." Thus, it is not clear what the prejudice is. Moreover, it is not AT&T creating the inventory, it is Qwest. All AT&T must do is inform Qwest of the cable count into the MTE Terminal and, from that, Qwest will create the inventory that facilities simple subloop ordering in its systems. It is hardly prejudicial for AT&T to tell Qwest how many cable pair it is terminating in Qwest's terminal.

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44 AT&T Emerging Services Comments at page 17

Finally, AT&T claims it should not have to pay Qwest for creating the inventory that will allow CLECs to order subloops. This is a one time charge. Section 252(d) specifically allows Qwest to recover its cost of making UNEs available to CLECs. Thus the submission of the LSR prior to completing the inventory is at the CLEC's option.

Nonetheless, Qwest would not object to the following SGAT revision to address the AT&T issue of clarity in section 9.3.3.5:

> 9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) calendar days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input the inventory of CLEC's terminations into its systems. **If a CLEC requires immediate access to the subloop, then the CLEC may access the subloop element prior to the completion of the inventory per Section 9.3.5.4.7.** Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accord with Section 9.3.5.4.1.

Qwest believes this will address AT&T's concerns with this section of the SGAT. Qwest will file this update in the next South Dakota SGAT and will provide the same terms to CLECs in their interconnection agreements. As to AT&T's concerns regarding the price for doing the CLEC inventory work, Qwest has a right to recover it cost for providing a CLEC with access to its UNEs. However, Qwest does agree with Dr. Griffing and Mr. Antonuk that the proposed South Dakota cost docket is the correct place to resolve this issue. At least 11 state commissions have agreed with Qwest on this issue.

4– Determining Ownership of Inside Wire Intervals

The SGAT, and interconnection agreements such at the KMC interconnection agreement, provides Qwest with a certain period of time to determine whether it, or the landlord owns the facilities inside an MTE. Mr. Antonuk recognized that Qwest has the responsibility of keeping ownership records given that it will receive payments from CLECs when it is found to be the owner of the wire and thus has the burden of absorbing the record keeping cost. Moreover, Mr. Antonuk recognized that once Qwest makes a determination of ownership in a MTE once, subsequent decisions in the same MTE should be more simple. Qwest's subloop proposal specifically provides Qwest with ten days from an initial CLEC request to determine whether Qwest or the landlord owns the facilities on the customer side of the MTE Terminal.

Three parties commented on issues associated with determination of inside wire ownership: Dr. Griffing on behalf of the Commission Staff, Mr. Wilson on behalf of AT&T and W. Thomas Simmons representing Midcontinent Communications.

First, Mr. Simmons is concerned if there is a rate associated with Qwest's determination of inside wire ownership.[45] This is easily resolved. Qwest does not charge the CLEC to determine its ownership of inside wire. Mr. Simmons' other comments appeared to be of a general nature and did not imply that Qwest was falling short of its obligations to determine inside wire ownership. Qwest recommends that the Commission find the issue of rate for ownership determination to be closed between the parties.

AT&T stated no real objection to the need for the determination, but rather focused on the interval. Indeed, in the Colorado follow-up workshop on emerging services the week of April 16, 2001, AT&T proposed SGAT language requiring Qwest to perform the ownership inquiry.[46] Ownership determination is necessary because it establishes where Qwest's network facilities (and its accompanying maintenance and repair obligations) ends, and the customer premises facilities begin. Without this determination, Qwest and the CLEC can not know if CLEC requires a subloop element

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45 Direct testimony of Mr. Simmons at pages 8

46 AT&T proposed SGAT, filed April 19, 2001 in the Colorado workshop as Exhibit 3 ATT 4, section 9.3.8.2 ("Qwest shall reply to such MTE Ownership Request within (a) ten (10) days if CLEC's request is the first request for access at such MTE.")

from Qwest or cable owned by the landowner or both. No state commission has agreed with AT&T on this issue. In fact, in the sate of Washington, AT&T specifically agreed with Qwest on this issue. It is not clear, therefore, why this issue has been reopened.

As a result of Mr. Antonuk's Third Report, Qwest modified its original proposal of 10 days to a more aggressive interval schedule recommended by Mr. Antonuk.[47] Specifically, Mr. Antonuk proposed the following interval schedule that has been implemented in Qwest's South Dakota SGAT and Qwest also has this concrete obligation in its KMC interconnection agreement:

> 9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via e-mail, of its intention to provide access to customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event there has been a previous determination of on-premises wiring ownership at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the customer side of the terminal, the preceding ten (10) day period shall be reduced to five (5) calendar days from Qwest's receipt of such claim.

Qwest's ten **calendar** day interval for determining ownership of MTE wiring for the first time in an MTE is reasonable. In the *MTE Order*, the FCC held that the ILEC has up to ten **business** days to determine ownership of the intrabuilding cable.[48]

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[47] Mr. Antonuk's Third Report at page 7.

[48] First Report and Order and Further Notice of Proposed Rulemaking in WT Docket No. 99-217, Fifth Report and Order and Memorandum Opinion and Order in CC Docket No. 96-98, and Fourth Report

Therefore, Qwest's ten calendar days interval is less than the amount of time it is entitled to by the FCC. Moreover, as identified above, the interval can be a little as two days based on the current South Dakota SGAT and KMC interconnection agreement.

AT&T has suggested that Qwest must maintain a web site that would contain the ownership determinations that have occurred as a result of SGAT based inquiries.[49] Qwest has several concerns about AT&T's web site proposal. First, the property owner's ownership of specific network facilities at an MTE may well be confidential information. Next, there would be an additional personnel and server expense involved in Qwest being required to indefinably maintain such a website. Next, as also suggested by AT&T, Qwest does attempt (in buildings it has recently augmented network facilities in) to post information regarding Qwest's ownership of inside wire.

Dr. Griffing recommended that this Commission adopt the resolution from Mr. Antonuk's Third Report.[50] Qwest has already implemented all the recommendations suggested by Mr. Antonuk Third Report on these issues. First, the SGAT does contain

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and Order and Memorandum Opinion and Order in CC Docket No. 88-57, *In the Matter of Promotion of Competitive Networks in Local Telecommunications Markets, Wireless Communications Association International, Inc. Petition for Rulemaking to Amend Section 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Review of Sections 68.104 and 68.213 of the Commission's Rules Concerning Connection of Simple Inside Wiring to the Telephone Network*, CC Docket No. 96-98 & 88-57, FCC 00-366 (Rel. October 25, 2000) (*"MTE Order"*) ¶56.

[49] AT&T Emerging Services Comments at page 18.

[50] Dr. Griffing's Direct Testimony at pages 60-61.

the intervals he suggested and second, the SGAT does not contain a charge to determine of inside wire in the SGAT. Qwest agrees with this recommendation and notes that no additional changes are necessary to the South Dakota SGAT to implement the recommendations of Mr. Antonuk. Qwest also has made these commitments in its KMC interconnection agreement.

Dr. Griffing also suggested the Commission consider a further reduction in the 5 day interval for when the property owner self declares ownership.[51] However, he makes this recommendations based on "AT&T's stated willingness to bear the risk of relying on a potentially incorrect ownership declaration." I have reviewed the AT&T testimony filed in South Dakota, and could not find this statement, or any similar statement. Moreover, it is not AT&T taking risk here, it is Qwest. I would recommend that the Commission not reduce the 5 day interval, since Qwest is already committing to an interval that is less than half of the interval contemplated by the FCC as quoted above.

5– Intervals

As discussed in previous subloop issues, there are numerous intervals associated with CLEC access to subloops. Dr. Griffing, who was the only witness to file direct testimony on this issue, states there is no need for Commission action on this

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[51] Dr. Griffing's Direct Testimony at pages 60-61.

issue.[52] He bases his recommendation on Mr. Antonuk's Third Report that notes that the report in the prior subloop impasse issues deals with all the necessary interval issues and no additional relief was needed on any subloop access intervals.[53] Qwest agrees with this recommendation and notes that no changes are necessary to the South Dakota SGAT. Qwest believes the Commission should find this issue closed.

6– Requirement for Qwest-Performed Jumpering at MTEs

Dr. Griffing representing Commission Staff, was the only witness to provide comment on this issue.[54] In summary, this issue was a CLEC request to be able to require Qwest to run the jumpers in any subloop situation, and conversely, be able to have a CLEC technician run a jumper in any subloop situation. Originally, Qwest required CLECs to run all jumpers in an MTE for intrabuilding cable, and Qwest would run all jumpers in non-MTE environments and for all distribution subloops.

Mr. Antonuk's Third Report recognized that a case-by-case analysis of the needs and circumstances associated with unique and varying outside plant configurations and conditions should provide a solution for this issue. I noted in my testimony on Subloop Issue 1, Mr. Antonuk had already provided SGAT language that provides for a case-by-case analysis SGAT language as.

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52 Dr. Griffing's Direct Testimony at page 61.

53 Dr. Griffing's Direct Testimony at page 61.

54 Dr. Griffing's Direct Testimony at pages 61-62.

As a result of this recommendation, and CLEC requests, Qwest agreed to provide the option for it to run the jumpers in MTE terminals and added this ordering option in the SGAT and KMC interconnection agreement:

> 9.3.5.4.5 If CLEC ordered intrabuilding cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than intrabuilding cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. **CLEC, at its option, may request that Qwest run the jumper for Intrabuiling cable in MTEs when the inventory is done and a complete LSR has been submitted.** (Emphasis added)

In addition, Qwest acknowledges that CLECs can use the following subloop case-by-case analysis language to have the flexibility to run the jumpers in Qwest's outside plant environments:

> 9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

> 9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.
>
> 9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary.

Dr. Griffing recommended adopting Mr. Antonuk's Third Report resolution for this issue, but requested clarification of the applicable SGAT references.[55] I have provided that clarification above, and request that this Commission find that this issue is closed.

7- Expanding Explicitly Available Subloop Elements

Dr. Griffing representing Commission Staff, was the only witness to provide comment on this issue.[56] This impasse issue in the Multi-state workshops (regarding the potential list of all subloop elements and AT&T's request they all be put in the SGAT) was closed between AT&T and Qwest in subsequent state workshops. This issue was closed with the addition of the following SGAT language:

> 9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

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[55] Dr. Griffing's Direct Testimony at page 62.

[56] Dr. Griffing's Direct Testimony at pages 62-63.

This SGAT language is in the South Dakota SGAT and the KMC interconnection agreement. Mr. Antonuk's Third Report also recognized that it is not appropriate to expect Qwest to undertake the effort to design standard offerings for every conceivable case, without reference to potential demand for each in Qwest's network, and anticipated a resolution as later reached by the parties.[57] Dr. Griffing recommends the adoption of the Mr. Antonuk's Third Report resolution.[58] Qwest agrees with this recommendation and notes that no changes are necessary to the South Dakota SGAT.

IV. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR DARK FIBER

Two parties commented on issues associated with dark fiber: Dr. Griffing on behalf of the Commission Staff, and Mr. Wilson on behalf of AT&T. I will address these issues and concerns in the following sections. Dr. Griffing provided Direct Testimony on each impasse issue identified in Mr. Antonuk's Third Report. For ease of identification by the parties, I have used the numbering and issue identification contained in the Direct Testimony of Dr. Griffing.

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[57] Mr. Antonuk's Third Report at page 7.

[58] Dr. Griffing's Direct Testimony at pages 63.

1- Affiliate Obligations to Provide Access to Dark Fiber

Qwest does not agree it is under any obligation to unbundle its affiliate's network facilities, including dark fiber facilities. Please see the Rebuttal Affidavit of Ms. Mary LaFave for Qwest's response to the parties' testimony on this issue.

2- Access to Dark Fiber in Joint Build Arrangements

AT&T claims that Qwest refuses to permit CLECs to obtain access to any rights that Qwest has to use the facilities of a third party.[59] Qwest disagrees. In fact, one has only to read section 9.7.1 of the South Dakota SGAT and the KMC interconnection agreement to see that is not even remotely correct:

> 9.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an End User Customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. **Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to**

[59] AT&T Emerging Services Comments at page 26.

> **which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.** (emphasis added)

In a typical meet point arrangement, two entities combine to make a fiber route between two points. As part of the arrangement, the route is divided into two parts that come together at the meet point, and each entity owns one of the parts. As Qwest has made clear in its SGAT, it will unbundle dark fiber that it owns as part of a meet point arrangement.

AT&T, however, wants Qwest to go further and unbundle dark fiber it does not own in such meet point arrangements. Qwest cannot and will not unbundle such dark fiber belonging to other entities.

Qwest has clearly met its legal obligations concerning this issue by committing to unbundle all dark fiber it owns in meet point arrangements. Section 9.7.2.20 provides the following:

> Qwest shall allow CLEC to access Dark Fiber that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

The intent of SGAT sections 9.7.1 and 9.7.2.20 is that Qwest will unbundle all the dark fiber it owns and controls in the route, but it cannot, nor is it obligated to, unbundle dark fiber it does not own or control. For the portion of the route that Qwest does not own or control, the CLEC must go to the owner of that dark fiber and strike an agreement, which is what Qwest did.

AT&T points out Qwest may have rights to send traffic over the fiber owned by the other party and argues that CLECs are entitled to have those rights unbundled. This is not the case. First, whatever those rights may be, they are not Qwest dark fiber, and therefore, they are not subject to unbundling obligations as part of dark fiber. Second, failure of Qwest to unbundle those rights is not, as AT&T contends, discriminatory. Rather, having to deal with the third party that has no legal obligation to deal with Qwest is exactly what Qwest had to do. So it is not discriminatory that CLECs have to do the same. And the rights Qwest may have with regard to the third party's fiber depend on what Qwest provided to the third party in return.

To provide Qwest's traffic rights to CLECs at TELRIC rates (which is necessarily implied by unbundling) when CLEC does not have to take over Qwest's duties under

the arrangement with the third party could actually be unlawfully discriminatory against Qwest and possibly the third party. Moreover, the third party may have some legal rights against the unbundling to CLECs of Qwest's rights under the two-party arrangement.

Consequently, the Commission should reject AT&T's request as reaching far beyond the legal requirements placed on Qwest to unbundle dark fiber.

Mr. Antonuk's Third Report provided specific direction for SGAT language to be developed to insure that Qwest unbundled all of it rights of access to dark fiber.[60] Qwest has complied with Mr. Antonuk recommendations in the South Dakota SGAT and KMC interconnection agreement. In addition, Dr. Griffing has also recommended this Commission adopt the resolution from the Mr. Antonuk's Third Report.[61] There is really no dark fiber left to unbundle regardless of the claims of AT&T. In summary, Qwest recommends that this Commission adopt the recommendation of Dr. Griffing on this issue.

3. Applying a Local Exchange Usage Requirement to Dark Fiber

Section 9.7.2.9 of the SGAT specifically requires that EELs comprised in whole or in part of dark fiber must conform to the FCC's local use restriction. Mr. Antonuk

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[60] Mr. Antonuk's Third Report at pages 54-55.

[61] Dr. Griffing's Direct Testimony at page 68.

recognized that when a CLEC secures access to dark fiber that provides the functionality of a loop that is connected to dedicated transport, it secures an EEL, a combined loop and transport element. Dr. Griffing recommended this Commission adopt the resolution from Mr. Antonuk's Third Report.[62] Mr. Antonuk recognized that when a CLEC secures access to dark fiber which provides the functionality of a loop that is connected to dedicated transport, it secures an EEL, a combined loop and transport element.

Qwest agrees with this recommendation and no changes are necessary to the South Dakota SGAT.

AT&T has challenged the following provision in the SGAT as unlawful:

> 9.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC (See 9.23.3.7.2).

AT&T claims that the FCC authorized such a restriction only for enhanced extended links (EELs) and not dark fiber per the FCC's *Supplemental Order Clarification* regarding the *UNE Remand Order*.

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[62] Dr. Griffing's Direct Testimony at pages 68-69.

However, EELs are combinations of loop and transport.[63] Dark fiber is not a UNE unto itself, but rather a version of transport and loop.[64] The local exchange traffic restriction pertains to combinations of loop and transport.[65] Thus, the local exchange traffic restriction does properly pertain to combinations of dark fiber loop and transport.

Moreover, the FCC's rationale for the local exchange restriction pertains to dark fiber combinations of loop and transport just as it does to EELs. The FCC imposed the restriction so as to prevent unbundling requirements from interfering with access charge and universal service reform.[66] In other words, an unfettered unbundling obligation would have erased substantial amounts of access charge revenues. In addition, access revenues have historically provided implicit subsidies that are necessary to maintain the goals of universal service. Without the local service restriction, dark fiber loop and transport unbundling could present a similar threat to access revenues and universal service.

Consequently, section 9.7.2.9 is appropriate under the FCC's *Supplemental Order Clarification*.

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[63] *UNE Remand Order* ¶¶477, 480.

[64] *UNE Remand Order* ¶¶174, 325.

[65] *Supplemental Order Clarification*, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000) ¶8.

[66] *Id.*

As to AT&T's concern that multiple customers may be served on the dark fiber.[67] This is not different than the situation where multiple DS1s riding a single DS3 pipe may serve different customers. The FCC has addressed this issue in the Supplemental Order of Clarification when stating what constitutes a "significant amount of local exchange service":

> . . . When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. . .[68]

Therefore, each derived channel of dark fiber must meet the local use restriction. If there are multiple customers within a single channel, then AT&T would have to self certify for each customer what percentage of their traffic was local usage and that it meets the significant amount of local usage based on their traffic mix.

Dr. Griffing recommended this Commission adopt the resolution from the 7 state Mr. Antonuk report.[69] Mr. Antonuk recognized that when a CLEC secures access to dark fiber which provides the functionality of a loop that is connected to dedicated transport, it secures an EEL, a combined loop and transport element.[70] Every state

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[67] AT&T Emerging Services Comments at pages 19 –20.

[68] *Supplemental Order Clarification*, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000) ¶22 (2) and (3).

[69] Dr. Griffing's Direct Testimony at pages 68-69.

[70] Mr. Antonuk's Third Report at page 11.

commission except Washington -- 11 different sate commissions – have all agreed with Qwest on this issue.

Qwest agrees with this recommendation and no changes are necessary to the South Dakota SGAT.

4– Consistency with Technical Publications

This issue developed during a period of time when Qwest was making new commitments in multiple dark fiber workshops to address CLEC concerns with the provisioning of dark fiber. Qwest's published product documentation understandably lagged behind the new commitments that where being made in workshops. However, CLECs wanted assurances that if there was a conflict between a published product document, such as a technical publication, that the new commitments memorialized in the SGAT would prevail. Qwest agreed to a new SGAT provision that would demonstrate the commitments in the SGAT would prevail over previously published product documentation. This resolved this issue in workshops in subsequent states. The South Dakota SGAT and KMC interconnection agreement state:

> 2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or

expands the rights or obligations or either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Since the conclusion of the workshops in 2001, Qwest has updated its product documentation to be consistent with its commitments in the various state workshops. The issues on dark fiber have all gone through the Change Management Process (CMP). Thus, this issue is now moot.

V. ISSUES RAISED REGARDING QWEST'S COMPLIANCE WITH THE FCC'S REQUIREMENTS FOR PACKET SWITCHING

Two parties commented on issues associated with line sharing: Dr. Griffing on behalf of the staff for the South Dakota PUC, and Mr. Wilson on behalf of AT&T. I will address these issues and concerns in the following sections. Dr. Griffing provided Direct Testimony on each packet switching impasse issue identified in Mr. John Antonuk's (the Multi-state facilitator) Third Report – Emerging Services issued on June 11, 2001. For ease of identification by the parties, I have used the numbering and issue identification contained in the Direct Testimony of Dr. Griffing.

1- Availability of Spare Copper Loops

In its *UNE Remand Order*, the FCC modified Rule 319 to require unbundling of packet switching in very limited circumstances.[71] As the FCC has recently confirmed,

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[71] Third Report and Order, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 99-238, 15 FCC Rcd 3696 (rel. Nov. 5, 1999) ("*UNE Remand Order*") ¶313.

Rule 319(c)(3)(B) requires an incumbent to unbundle packet switching only if each of the following four preconditions is met:

(1) the ILEC has deployed a digital loop carrier system ("DLC")

(2) there are no spare copper loops capable of supporting the xDSL services that a CLEC seeks to offer

(3) it has not permitted the requesting CLEC to collocate its DSLAM at the remote terminal

(4) the ILEC has deployed packet switching capability for its own use.[72]

Qwest's SGAT contains these explicit requirements, which the FCC has found satisfactory in the past. Qwest and AT&T reached impasse in the Multi-state workshops regarding the second of these requirements: "there are no spare copper loops capable of supporting the xDSL services that a CLEC seeks to offer." In order to insure its compliance with FCC requirements to implement this condition, Qwest literally copied it word-for-word into the SGAT at section 9.20.2.1.2. Nonetheless, AT&T still complains that additional language regarding available copper loops must be included in order to ensure that CLECs can offer the xDSL service they desire.[73]

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[72] Third Report and Order on Reconsideration in CC Docket No. 98-147, Fourth Report and Order on Reconsideration in CC Docket No. 96-98, Third Further Notice of Proposed Rulemaking in CC Docket 98-147, Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket Nos. 98-147 & 96-98, FCC 01-26 (Rel. January 19, 2001) ("*Line Sharing Reconsideration Order*") ¶ 56, citing 47 C.F.R. 51.319(c)(3)(B).

[73] AT&T Emerging Services Comments at pages 31-32.

Specifically, AT&T requests that the word "no" be replaced with "insufficient" and that the word "adequately" be added before "supporting," so that the requirement would be revised to read: "there are *insufficient* spare copper loops capable of *adequately* supporting the xDSL services that the requesting carrier seeks to offer." Clearly, the CLECs are seeking to add to Qwest's existing obligations under the Rule and FCC orders.

The FCC has already rejected this attempt by CLECs. The identical dispute arose in SWBT's Kansas/Oklahoma proceeding. The FCC held that SWBT had satisfactorily established a sufficient legal obligation because the SGATs at issue "incorporate **verbatim** the criteria adopted in our *UNE Remand Order* to establish when packet switching will be made available."[74]

In addition, inserting "adequately" to modify the requirement that available loops must be "capable of supporting the xDSL services the requesting carrier seeks to offer" adds nothing but vagueness and the potential for conflict. The CLECs' revision would introduce a layer of uncertainty by requiring a factual inquiry regarding the "adequacy" of loop capabilities. The language in the SGAT (and the Rule) unambiguously states the condition: available loops are either capable of supporting the xDSL service the CLEC chooses to offer or they are not.

Under the Rule, packet switching must be unbundled if there are no spare copper loops capable of supporting the xDSL service the CLEC seeks to offer. This analysis applies on a customer-by-customer basis. If there is an available loop capable of providing the particular customer with the service the CLEC desires to offer, then the condition is not met. If there is no such loop available to support the xDSL service a CLEC seeks to offer to that particular customer, the condition is met. The concept of "insufficient" simply does not apply. Again, the AT&T's proposal would only introduce an additional layer of uncertainty by requiring a factual inquiry regarding the "sufficiency" of available loops.

Finally, AT&T's concern that the availability of copper loops will pose an impediment to their ability to obtain unbundled packet switching is moot as a practical matter. In order for packet switching to be unbundled, Qwest must have remotely deployed a DSLAM. Generally, Qwest will only remotely deploy a DSLAM if the existing loops are too long to support xDSL; thus, as a practical matter, where the fourth condition for unbundling -- Qwest has remotely deployed a DSLAM -- is met, the second condition -- no xDSL capable copper loops – will generally also be met.

In his Third Report, Mr. Antonuk recognized that the FCC made it clear that where copper loops are available and sufficient to fill a CLEC order, providing them

constitutes full satisfaction of Qwest's requirements.[75] Therefore, Mr. Antonuk agreed with Qwest that it was not necessary to modify the quoted sections of the FCC rule captured in the SGAT.[76] After careful review of Mr. Antonuk's Third Report, Dr. Griffing recommended this Commission adopt the resolution from Mr. Antonuk's Third Report that does not require Qwest to insert the ambiguous concept of "adequacy" into SGAT language that already clearly meets Qwest's obligations to unbundled packet switching in South Dakota.[77] All 12 state commissions to consider this issue have agreed with Qwest.

Qwest agrees with the recommendation of Dr. Griffing and notes that no changes are necessary to the South Dakota SGAT to implement his recommendation.

2- Denial of Digital Subscriber Line Access Multiplexers (DSLAM) Collocation

Mr. Wilson, on behalf of AT&T, requests that this Commission change the FCC pre-conditions for ordering unbundled packet switching. AT&T believes that Qwest's

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[75] Mr. Antonuk's Third Report at page 25.

[76] Mr. Antonuk's Third Report at page 25.

[77] Dr. Griffing's Direct Testimony at page 63.

obligation to unbundle packet switching should be expanded to include situations where the CLECs believes it is economically infeasible to remotely deploy its own DSLAM.[78]

Mr. Antonuk's Third Report on this Multi-state impasse issue was clear that CLECs in the Multi-state workshops did not provide any specific analysis or quantification to support the assumption that there is substantial difference in the economics of DSLAM deployment between CLECs and Qwest. In essence, this lack of critical financial data, was a significant flaw in the CLEC's testimony. Mr. Antonuk specially stated:

> In fact, much more than an addition to the FCC requirements is anticipated; the request is to replace an operational standard with an economic one, which would serve to redefine the applicable FCC standard entirely. It is difficult to imagine that the FCC has utterly failed to consider any relevant economic considerations. Certainly, we should not her consider them without at least a substantial showing that there areas significant economic differences in CLEC versus Qwest deployment. Nothing prevented the participants from discovery and testimony that would specifically address such economic differences. The failure to provide any level of quantification of that difference is material, given the *Iowa Utilities Board* standard for economic impairment. **There is simply no sound basis for deciding that the FCC conditions regarding DSLAM collocation should be supplemented by the addition of an economic impairment.** (emphasis added)[79]

All 12 state commissions to consider this issue have agreed with Qwest.

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78 AT&T Emerging Services Comments at page 34.

79 Mr. Antonuk's Third Report at page 45.

In reviewing AT&T's testimony I did not find any specific analysis or quantification to support the assumption that there is a substantial difference in the economics of DSLAM deployment between CLECs and Qwest. Again, AT&T wants another Commission and (as well as Qwest) too accept on face value, any CLEC's assurance that it is not economically feasible to collocate their own DSLAM and significantly expand Qwest's unbundling obligations under the law. Qwest is not even sure what the basis of the CLEC's economic "feasibility" test would be. Does a CLEC lacking sufficient funds in a checking account to buy a DSLAM constitute "economic" unfeasibility? It appears that AT&T is demanding that Qwest be required to go beyond its obligations for unbundling packet switching based on the CLECs own, and perhaps biased statements of affordability.

Moreover, Dr. Griffing recommended this Commission adopt the resolution from the 7 state Mr. Antonuk report as detailed above.[80] Qwest agrees with this recommendation and notes that no changes are necessary to the South Dakota SGAT to implement Dr. Griffing's or Mr. Antonuk's recommendations.

3 –ICB Pricing

Dr. Griffing, on behalf of the Commission Staff, was the only witness to provide direct testimony specific to this issue. As an initial matter, Qwest believes that this

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[80] Dr. Griffing's Direct Testimony at pages 63-64.

impasse issue is moot because this issue developed at a point in time when Qwest did not have interim rates for packet switching in its SGAT and was planning to develop individual case based ("ICB") rates for each service request. Since the conclusion of the Multi-state workshops, Qwest has filed interim rates for packet switching in its South Dakota SGAT Exhibit A on October 24, 2001. In addition, Qwest has had no requests for packet switching in South Dakota and did not rely on ICB rates to provide service to any CLEC.

Dr. Griffing notes in his Direct Testimony that Mr. Antonuk's Third Report stated that ICB pricing subject to eventual true-up was then the only feasible approach.[81] Dr. Griffing also states that the Commission might ask that the packet switching rates be highlighted in the cost docket for review. Qwest agrees with Dr. Griffing's recommendation and already plans to support its packet switching rates in the proposed South Dakota cost docket. Qwest recommends that the South Dakota Commission find this a closed issue.

4 -Unbundling Conditions as a Prerequisite to ordering

Dr. Griffing, on behalf of the Commission Staff, reviewed the facilitators report regarding this impasse issue from the Multi-state emerging services workshops and was the only party to provide direct testimony specific to this issue. This issue involved

[81] Dr. Griffing's Direct Testimony at page 36.

parallel processing of DSLAM collocation requests and packet switching unbundling requests. This issue arose in the workshop because CLECs were concerned about the timing between a denial for remote collocation (i.e., meeting the first three pre-conditions to ordering unbundling packet switching) and then having to wait for the packet switching installation interval before providing service to end user customers.

Mr. Antonuk's Third Report recommended that Qwest commit in the SGAT to respond to DSLAM collocation orders and packet switching orders in parallel.[82] Qwest supported this recommendation and has already included the following language in its South Dakota SGAT and its KMC interconnection agreement:

> 9.20.4.1.2 To the extent that CLEC submits an order for Unbundled Packet Switching before the Collocation Application, Collocation space availability report pursuant to Section 8.2.1.9, or Collocation Forecast is denied, Qwest shall respond to the Collocation request and Unbundled Packet Switching order in parallel.

Dr. Griffing recommends this Commission adopt Mr. Antonuk's resolution identified above.[83] Qwest agrees with this recommendation and notes that no additional changes are necessary to the South Dakota SGAT and believes this issue should be considered closed.

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82 Mr. Antonuk's Third Report at pages 44-45.

83 Dr. Griffing's Direct Testimony at pages 65-66.

5 –Line Card "Plug and Play"

Dr. Griffing, on behalf of the Commission Staff, reviewed the facilitators report regarding this impasse issue from the Multi-state emerging services workshops and was the only party to provide direct testimony specific to this issue. This issue developed in the Multi-state workshops when CLECs requested that they be able to place line cards in Qwest's DSLAMs (i.e., "plug and play") and therefore not be required to remotely collocate their own DSLAMs. This issue is essentially the same as Packet Switching Issue No. 2 above.

Mr. Antonuk's Third Report on this issue agreed with Qwest that there was insufficient evidence in the Multi-state record to support the conclusion that plug and play is technical feasibile; and that a "plug and play" option would in effect eviscerate the current FCC standard.[84] Mr. Antonuk did not require any SGAT commitments or changes by Qwest based on his resolution of this issue.

Dr. Griffing recommended this Commission adopt the resolution from Mr. Antonuk's Third Report.[85] Qwest agrees with this recommendation and again notes that no changes are necessary to the SGAT.

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84 Mr. Antonuk's Third Report at page 48.

85 Dr. Griffing's Direct Testimony at page 66.

The South Dakota Commission should find that Qwest has implemented its legal obligations in the SGAT to unbundle packet switching in the limited circumstances required by the FCC.

This concludes my rebuttal affidavit.

BEFORE THE
PUBLIC UTILITIES COMMISSION
STATE OF SOUTH DAKOTA

IN THE MATTER OF THE INVESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH SECTION 271 (C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))	DOCKET-TC 01-165

QWEST CORPORATION'S

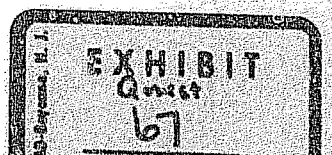
SUPPLEMENTAL AFFIDAVIT

OF

KAREN A. STEWART

CHECKLIST ITEM 4: NIDS AND LINE SPLITTING

APRIL 19, 2002



I. IDENTIFICATION OF AFFIDAVIT 1

II. PURPOSE OF AFFIDAVIT 1

III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED 1

I. IDENTIFICATION OF AFFIDAVIT

My name is Karen A. Stewart. I am a Senior Staff Advocate in the Qwest Services Corporation (Qwest) Policy and Law organization. My office is located at 421 SW Oak Street, Portland, Oregon. I filed Direct and Rebuttal Affidavits regarding Qwest's compliance with FCC requirements for Checklist Items 2, 5 and Emerging Services in Docket No. TC 01-165 on October 24, 2001 and April 2, 2002. My previous affidavits describe my background and qualifications.

II. PURPOSE OF AFFIDAVIT

The purpose of this affidavit is to inform the South Dakota Public Utilities Commission and the parties in this docket that for the hearing beginning on April 22, 2002, I will be adopting portions of the affidavits of Jean M. Liston.

III. IDENTIFICATION OF AFFIDAVIT PORTIONS ADOPTED

I have read Jean Liston's Direct and Rebuttal affidavits. I am adopting the line splitting and NIDs portion of each affidavit. Based on my professional experience, personal knowledge, and information available to me in the normal course of my duties, I will be prepared to present Qwest's compliance with the portion of Checklist Item 4 covering NIDs and line splitting. I will be prepared to receive any cross-examination appropriate to NIDs and line splitting.

Specifically, I adopt the following portions of "QWEST CORPORATION'S AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 – UNBUNDLED LOOPS, LINE SPLITTING AND NIDS" dated October 24, 2001:

1. Section I. "Executive Summary" as it relates to Qwest complying with the FCC's requirements regarding access to NIDs and line splitting;
2. Section IV. "Qwest Complies with FCC NID Requirements" in its entirety, beginning on page 46 and ending on page 51;
3. Section V "Qwest provides Line Splitting and Loop Splitting in Compliance with the FCC Rules" in its entirety, beginning on page 51 and ending on page 59;
4. Exhibit JML-LOOP-17 Network Diagram of Loop Splitting;
5. Exhibit JML-LOOP-18 Line Splitting Scenarios; and
6. Exhibit JML-LOOP-19 Loop Splitting Scenarios.

I have reviewed and specifically adopt the following portions of "QWEST CORPORATION'S REBUTTAL AFFIDAVIT OF JEAN M. LISTON CHECKLIST ITEM 4 – UNBUNDLED LOOPS, LINE SPLITTING AND NIDS" dated April 2, 2002:

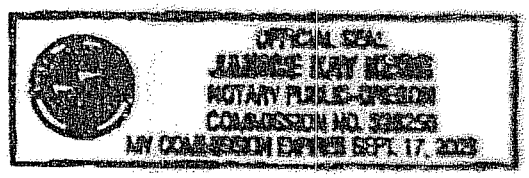
1. Section I. "Executive Summary" as it relates to Qwest complying with the FCC's requirements regarding access to NIDs and line splitting;
2. Section IV "Access to Line Splitting" in its entirety, beginning on page 53 and ending on page 60;
3. Section V. "Access to NID" in its entirety, beginning on page 61 and ending page 65;
4. Exhibit JML-LOOP-5 Ms LaFave's Supplemental Filing;
5. Exhibit JML-LOOP-6 Line Partitioning CR Response; and
6. Exhibit JML-LOOP-7 Line Partitioning SGAT Language.

This concludes this Supplemental Affidavit.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on this 18 day of April, 2002.

Karen A. Stewart
Karen A. Stewart



STATE OF Oregon

COUNTY OF Multnomah

Subscribed and sworn to before me this 18 day of April, 2002.

Janice Kay Kerr
Notary Public