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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

October 29, 2008

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

Re: Case No. QWE-T-00-07
Application for Approval of Amendment to the Interconnection Agreement
McLeodUSA Telecommunications Services, Inc.

Dear Ms. Jewell:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', written over a printed name.

Maura E. Peterson

mep
Enclosure
cc: Service list

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

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

CASE NO.: QWE-T-00-07

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

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on November 9, 2000 (the "Agreement"). The Amendment with McLeodUSA Telecommunications Services, Inc. is submitted herewith.

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

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

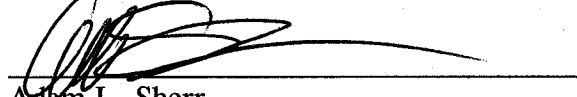
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission,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

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

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

Respectfully submitted this 29th day of October, 2008.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

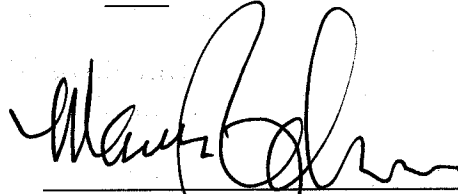
I hereby certify that on this 29 day of October, 2008, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

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Maura Peterson
Paralegal, Qwest Corporation

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

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

RECITALS

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

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, Report and Order and Order on Remand, FCC 03-36 (effective October 2, 2003) ("Triennial Review Order" or "TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Doc.04-313, CC Doc. 01-338, Order on Remand, FCC 04-290 ("Triennial Review Remand Order" or "TRRO") (effective March 11, 2005), which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the Decisions and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

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

I. Amendment Terms.

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

II. Limitations.

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

III. Conflicts.

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

IV. Scope.

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

V. Effective Date.

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

VI. Further Amendments.

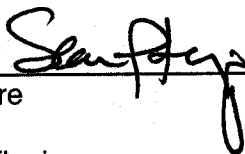
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver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

VII. Entire Agreement.

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

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

**McLeodUSA Telecommunications
Services, Inc.**



Signature

Sean Pflaging

Name Printed/Typed

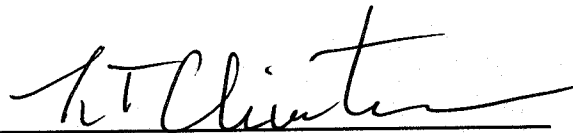
Sr. VP Network Services

Title

9/25/08

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director- Interconnection Agreements

Title

9/30/08

Date

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1.0 Definitions

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

"Commingle" means the act of Commingling.

"Commission-Approved Wire Center List" means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

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

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

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Cf. Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area")*.

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the vice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"Non-Impaired Wire Center" is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 § 51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 § 51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in § 51.319(e)(3) and that is identified on a Commission-Approved Wire Center List.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or switches. A Route between two (2) points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one (1) or more intermediate Wire Centers

or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

"Wire Center Docket" means a Commission Docket No. QWE-T-08-07 and any successor or separate Commission docket in which Qwest files a request(s) to place Non-Impaired Wire Center(s) on a Commission-Approved Wire Center List and the Commission approves addition of wire center(s) to the list.

2.0 Unbundled Network Elements (UNE) General

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251(c)(3) of the Act. The FCC determined in Triennial Review Order and Triennial Review Remand Order, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251(c)(3) of the Act. The FCC also modified certain Terms and Conditions for other Unbundled Network Elements and imposed certain obligations on Qwest.

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

2.2.1 Unbundled Loops

- a) Certain DS1 Loops subject to the requirements of Sections 2.8 and 3.0 following;
- b) Certain DS3 Loops subject to the requirements of Sections 2.8 and 3.0 following;
- c) OCn Loops;
- d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following;
- e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following;
- f) Hybrid Loops (non-copper distribution Loops) except as identified in Section 3.1.7 following;
- g) Line Sharing, except as grandfathered as provided in the TRO and 47 C.F.R. 51.319(a)(1)(i); and
- h) The feeder portion of a loop as a stand alone UNE (Sub-Loop)

2.2.2 Transport

- a) Entrance Facilities, as defined in 47 C.F.R. 51.319(e)(2)(i); E-UDIT (Extended Unbundled Dedicated Interoffice Transport)
- b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC's Premises to a Qwest Wire Center;
- c) OCn Unbundled Dedicated Transport (UDIT); including Remote Node/Remote Port and SONET add/drop multiplexing associated with OCn UDIT;
- d) UDIT and UDF as a part of a Meet Point arrangement;
- e) Certain DS1 Unbundled Dedicated Interoffice Transport (UDIT) subject to the requirements of Sections 2.8 and 4.0 following;
- f) Certain DS3 Unbundled Dedicated Interoffice Transport (UDIT) subject to the requirements of Sections 2.8 and 4.0 following;
- g) Certain Unbundled Dark Fiber Interoffice Facility (UDF-IOF) Transport subject to the requirements of Sections 2.8 and 4.1.7 following;

2.2.3 Unbundled Switching

- a) Packet Switching
- b) Tandem Switching, unless Qwest is required by FCC Rule 51.319(d) to provide such switching.
- c) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1
- d) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1
- e) Signaling Networks (stand alone), as defined by FCC Rule 51.319(d)(4)(i)(A).

2.2.3.1 Related services

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

2.2.4 Transition

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

2.3 Intentionally Left Blank.

2.4 Intentionally Left Blank.

2.4.A Whether high capacity loops or high capacity transport UNEs are unavailable, and the date upon which they become unavailable, based on Non-Impairment Wire Center designations will be determined by the Commission in a Wire Center Docket. The Parties agree to propose to the Commission in a Wire Center Docket to use the methodology and procedures for determining Non-Impaired Facilities and Wire Center tier designations the methodology and procedures in Sections V and VI of the Multi-State Settlement Agreement Regarding Wire Center Designations and Related Issues between the Parties. The Parties will follow any procedures established by the Commission in a Wire Center Docket with respect to exchange of data and Confidential Information and updating the Commission-Approved Wire Center List. Regarding ordering after any additions to a Commission-Approved Wire Center List, see Section 2.4.F of this Amendment.

2.4.B Upon receiving a request for access to a high capacity loop or high capacity transport UNE, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to Qwest's Non-Impaired Wire Center list in effect on the execution date of this Amendment, see Section 2.4.A, and regarding ordering after any additions are made to a Commission-Approved Wire Center List, see Section 2.4.F. For changes of law, the Parties agree that the change of law provisions contained in the Agreement will apply.

2.4.C Intentionally Left Blank.

2.4.D For high capacity loops and high capacity transport UNEs, Qwest will through July 31, 2010, assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

2.4.D.1 The Parties may disagree as to the amount of the applicable non-recurring charge after July 31, 2010, and each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Amendment precludes a Party from addressing charges after July 31, 2010. A different non-recurring charge will apply,

however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties and reflected in an amendment to the Agreement.

2.4.E Intentionally Left Blank

2.4.F Additional Non-Impaired Wire Centers. When Qwest files a request(s) to add additional Wire Center(s) to a Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. If the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

2.4.F.1 Length of Transition Period for Additional Non-Impairment Designations.

2.4.F.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.4.F, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.4.F.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.4.F, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition to an alternative arrangement. Qwest and CLEC will work together to identify those circuits impacted by such a change.

2.4.F.2 Rate During Transition Period for Additional Non-Impairment Designations.

2.4.F.2.1 For a ninety (90) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.2 For a one-hundred and eighty (180) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.3 The 115% rate described in Sections 2.4.F.2.1 and 2.4.F.2.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.4 The non-recurring conversion charge is addressed in Section 2.4.D of this Amendment.

2.4.F.3 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

2.4.F.3.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in a Wire Center Docket.

2.4.F.3.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in a Wire Center Docket.

2.4.F.4 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket for additional Non-Impaired Wire Centers established in a Wire Center Docket after the execution date of this Amendment.

2.5 UNEs shall not be utilized by CLEC for its own administrative use.

2.6 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.7 If CLEC accesses and uses a UNE consistently with Sections 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs is inconsistent with Existing Rules, except due to change in law, CLEC has thirty (30) calendar Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangement. CLEC is also responsible for just and reasonable non-recurring charges for the alternate service arrangement. CLEC is also responsible for just and reasonable non-recurring charges for the work required to perform the disconnect of the UNE.

2.9 Service Eligibility Criteria and Requirement for EELs

2.9.1 Qwest agrees to make available to CLEC Enhanced Extended Links ("EELs") in accordance with the terms and conditions set forth below. Qwest shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 2.9, Qwest shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

2.9.1.1 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the High-Cap EEL Service Eligibility Criteria set out below in Section 2.9.1.2.

2.9.1.2 Qwest need not provide access to an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service unless CLEC certifies that all of the following Service Eligibility Criteria are met:

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

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

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

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

2.9.1.2.5 Collocation. Each circuit to be provided to each customer will terminate in a collocation, with the associated CFA, that meets the following requirements:

2.9.1.2.5.1 Each circuit to be provided to each Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP. However, a CLEC can satisfy this prong through reverse collocation, as specified in paragraph 605 of the TRO; or

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

2.9.1.2.5.3 When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and must be within Qwest's network and cannot be at an Interexchange Carrier POP or ISP POP. However, a CLEC can satisfy this prong through reverse collocation, as specified in paragraph 605 of the TRO.

2.9.1.2.6 Interconnection Trunking and Calling Party Number. Each circuit provided to each customer will be served by an interconnection trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party's number in connection with the calls exchanged over the trunk. Where the CLEC does not arrange for a meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions, those arrangements cannot be attributed towards satisfaction of this criterion. Each DS1 EEL circuit must be served by a local interconnection trunk in the same LATA as the Customer served by the circuit. For each twenty-four (24) DS1 EEL circuits, CLEC must maintain at least one (1) active DS1 local interconnection trunk in the same LATA as the Customer served by the circuit.

2.9.1.2.7 End Office Switch. Each circuit to be provided to each Customer will be served by a switch capable of switching local voice traffic. CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

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

2.9.1.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as a circuit continues to meet the Service Eligibility Criteria set forth above or CLEC certifies compliance in accordance with Section 2.9.1.3. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate Private Line, Special Access, or alternative wholesale service within thirty (30) Days after CLEC has knowledge of such invalidity.

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

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

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

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

2.9.1.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. This will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with

