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Arizona Corporation Commission

DOCKETED

BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK  
Chairman  
JIM IRVIN  
Commissioner  
WILLIAM A. MUNDELL  
Commissioner

DOCKETED BY JM

IN THE MATTER OF U S WEST )  
COMMUNICATIONS, INC.'S )  
COMPLIANCE WITH § 271 OF THE )  
TELECOMMUNICATIONS ACT OF )  
1996 )

Docket No. T-00000B-97-0238

**NOTICE of Filing Updated  
SGAT Sections 4, 6, 7 & 8**

Qwest hereby updates its Statement of Generally Available Terms ("SGAT"), filed pursuant to Section 252(f) of the Telecommunications Act of 1996. Qwest makes this filing as requested to ensure that the parties to the Arizona 271 docket have sufficient time to prepare for the scheduled collaborative workshops.

RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of November, 2000.

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## Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between the CLEC and Qwest for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Arizona Corporation Commission

4.4 "Application Date" or "APP" means the date the CLEC provides Qwest a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.8- "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

4.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

4.10 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference U S WEST Technical Publication 77342.

4.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.11.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the same geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other ~~End~~Central Office Switches. Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service EAS/Local Traffic.(EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic in accordance with Section 7.2.2.9.6.1.

4.12 "Collocation" is an arrangement where ~~space is provided in a Qwest Wire Center~~Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest unbundled network elements. Qwest offers ~~six~~eight (8) Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation, Shared, Adjacent, and Collocation, Shared Caged Physical Collocation, Adjacent Collocation, Interconnection Distribution Frame Collocation, Common Area Splitter Collocation, and Remote Collocation.

4.13 "Commission" means the Arizona Corporation Commission.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to ~~the Party~~a party that has submitted a request, pursuant to ~~the General Terms and the Implementation Schedule~~Sections 1 and 3 of this Agreement, to obtain Interconnection, access to unbundled network elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier ("ILEC").

4.16 "Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.17 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.18 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.19 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

4.22 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by Qwest's then current EAS/local serving areas, and as determined by the Commission.

4.23 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.24 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.25 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.

4.26 "Interconnect & Resale Resource Guide" (IRRG) is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the IRRG. The IRRG is available on Qwest's Web site:

<http://www.uswest.com/carrier/guides/interconnect/index.html>.

4.27 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by Qwest's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.31 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section

332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.32 "Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

4.33 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI of CLEC's network and Qwest's network for the purpose of completing calls from CLEC's end user customers to Qwest's end user customers. Exchange Service ~~EAS/Local~~(EAS/Local) calls begin and end within a Local Calling Area or Extended Area Service (EAS) area which has been defined by the Commission. Trunking connections for these local calls may exist between CLEC and Qwest's End ~~Offices or Local Tandem Offices~~, Local Tandem, or Access Tandem as provided for in Section 7.2.2.9.6.1. Exchange Access (IntraLATA and Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" means the entire transmission path which extends from the network interface device or demarcation point at an end user's ~~premises~~Premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.

4.35 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.36 "Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.39 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access ~~tariffs~~.Tariffs.

4.40 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.41 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

4.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.43 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

4.44 "Plant Test Date" or "PTD" means the date acceptance testing is performed with the CLEC.

4.45 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.46 "Port" means a line or trunk connection point on a central office switch but does not include switch features.

4.46(a) "Premises" refers to Qwest's central offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these central offices, Wire Centers, buildings and structures.

4.47 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. ~~The Proof of Authorization~~ Section 5.3 of this Agreement lists acceptable forms of documentation.

4.48 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.49 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

4.49 (a) "Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between the CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant

fiber distribution panel and the central office fiber distribution panel serving CLEC) and APOT/CFA are complete.

4.50 "Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

4.50(a) Remote Premises are as defined in Section 8.2.7.1.

4.51 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.52 "Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

4.53 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (*i.e.*, Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.54 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular ~~Customer-end-user~~ customer Premises.

4.55 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.57 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.58 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.59 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.60 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.61 "Unbundled Network Element Platform (UNE-P)" – is a pre-existing combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including single line residence, single line business, and PBX Trunks.

4.62 "UNE Combination" means a pre-existing combination of legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CLEC in its pre-existing combined state, on an "as is" basis, and at Section 252(d)(1) rates. UNE combinations include UNE-P and Private Line Combinations.

4.63 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, central offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. ~~However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.~~

4.64 "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

4.65 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

## Section 6.0 - RESALE

### 6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunication Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs-, Catalogs, Price Lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, Catalog, Price List, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunication Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules. ~~Should U S WEST wish to obtain similar services from CLEC for resale, the terms and conditions of this Agreement shall apply, and the Parties will negotiate the rates at which U S WEST may purchase such services. Any dispute in such negotiations, shall be resolved in accordance with the dispute resolution section of this Agreement.~~

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in this Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

### 6.2 Terms and Conditions

6.2.1 Qwest shall offer CLEC training on procedures that CLEC must use to request services from Qwest, including product information, listing, and access to Qwest systems.

6.2.2 Services available for resale under this Agreement ~~Basic Exchange Telecommunications Service, Basic Exchange Features, Private Line Service, Frame Relay Service and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which Qwest sells such services (e.g., residence service may not be resold to business end users). Service provided directly to CLEC for its own use and not resold to end users, such as administrative services, must be identified by CLEC, and CLEC must pay the full retail rates and prices for such services.~~

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail end users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial

and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of end user eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service ("E911/911" service) is provided with each local exchange service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

6.2.2.5 Non-telecommunications services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and information services other than voice messaging are not available for resale. ~~Enhanced/information services, such as voice messaging, are not available for resale.~~

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail end user that early terminates a CSA, including payment of any early termination charges, before transferring service to CLEC.

6.2.2.8 Grandfathered services are ~~not~~ available for resale by CLEC except to existing end users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and a CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station

lines to at least one ~~end-user~~ location and may provide station lines to multiple ~~end-user~~ locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC ~~end-user~~ with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Central Office Wire Center, and provisioned to the same ~~CLEC end-user~~ location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC ~~end-user~~ serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use. ~~Megabit Services available to end-users are available for resale out of U S WEST's interstate tariff at the discount rates set forth in Exhibit A.~~

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to end users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its affiliates, other resellers, and Qwest's retail end users.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement Section. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 In order to facilitate Qwest's OSS scaling and development, and in order that Qwest may plan for facilities required to provide services resold by CLEC, CLEC shall provide resale forecasts to Qwest as required in this Section. CLEC shall will provide an initial two (2) year forecast for resale of Qwest services a minimum of within ninety (90) calendar days prior to first of requesting services for resale pursuant to this Agreement. CLEC's forecast shall be updated and provided to Qwest on an annual basis thereafter on the anniversary date of the initial forecast. However, should CLEC's actual requests for services for resale vary from what CLEC forecast by more than twenty-five percent (25%) as measured over any thirty (30) day period, Qwest may request, in writing, an updated forecast from CLEC and CLEC shall provide such updated forecast within thirty (30) days of the date of [Qwest's] request. Providing an update pursuant to a request from Qwest does not relieve CLEC of its obligation to provide annual updates as well. The forecast shall be updated and provided to U S WEST on an annual basis or as requested by U S WEST. Each forecast will provide:

- a) The date CLEC will offer resold services will be offered (by city and/or state);
- b) The type and quantity of service(s) which CLEC will be offered by wire center;
- c) CLEC's anticipated maximum and minimum number of resale service orders requests that Qwest should be prepared to handle on any day during the forecast period; and
- d) The Nnames and telephone numbers of CLEC's key contact personnel for forecasting.

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. CLEC forecasts shall be deemed Confidential Information and Qwest shall not distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or strategic planning personnel.

6.2.6 The Parties CLEC may not reserve blocks of U S WEST telephone numbers, except as allowed by Tariffs applicable law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages directory listing for each main telephone number belonging to CLEC's end user based on end user information provided to Qwest by CLEC. Qwest will place CLEC's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's directory assistance service. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's end user information to the Automatic Location Identification/Database Management System ("ALI/DMS"). Qwest shall use its standard process to update and maintain CLEC's end user service information in the on the same schedule that it uses for its retail end users, CLEC's end user service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its

retail end users. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 ~~If Qwest provides and CLEC accepts Qwest's directory assistance service or operator services for CLEC's resold local exchange service lines, directory assistance, or intraLATA long distance as a part of the basic exchange resold line, such directory assistance or and operator services may be provided with branding as provided in this Agreement services will be offered with standard U S WEST branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of U S WEST. However, at the request of CLEC and where technically feasible, U S WEST will brand operator services and directory assistance service in CLEC's name, in accordance with terms and conditions outlined in the Ancillary Services Directory Assistance and Toll and Assistance Operator Services Sections of the Agreement in Sections 10.5 for directory assistance service, and 10.7 for operator services.~~

6.2.10 ~~CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CLEC and Qwest shall follow all applicable laws, rules and regulations with respect to PIC changes, and Qwest shall disclaim any liability for CLEC's improper interLATA and intraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper interLATA (when applicable) and intraLATA PIC change requests.~~

6.2.11 ~~When end users switch from Qwest to CLEC, or to CLEC from any other Reseller and if such end users they do not change their service addresses to an addresses served by a different Qwest central office, then such end users shall be permitted to retain their current telephone numbers if they so desire.~~

6.2.12 ~~In the event Qwest terminates the provisioning of any resold services to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.~~

6.2.13 ~~The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.~~

6.2.14 ~~Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will review such requests on a case-by-case basis and determine if it is economically feasible for Qwest to build or enhance facilities. If Qwest decides to build or enhance the requested facilities, Qwest will develop and provide to CLEC a price quotation for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quotation is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.~~

### 6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, Price List, Catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only. The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. The Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff rates.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier ("PIC") change charge without discount for CLEC end user changes of interexchange or intraLATA carriers. Any change in CLEC's end users' interexchange or intraLATA carrier must be requested by CLEC on behalf of its end user, and Qwest will not accept changes to CLEC's end users' interexchange or intraLATA carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its end users.

6.3.6 Miscellaneous charges applicable to CLEC, will be applied in a manner consistent with application of services ordered for resale by CLEC will apply if such miscellaneous charges apply for equivalent services ordered by Qwest retail end users, except that CLEC will receive any applicable wholesale discount. Such miscellaneous charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely have a reasonable time to implement system or other changes necessary to bill new or changed the Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the

Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services are resold by CLEC pursuant to under this Agreement change, based on changes in Qwest's Tariffs, Catalogs, Price Lists or other retail Telecommunications Services offerings and the Tariff rates change, charges billed to CLEC for such services will be based upon the new Tariff, Catalogs, Price Lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order, and/or resale Tariff. The new rate will be effective upon the effective date of the Tariff, Catalog, Price List, or other retail Telecommunications Services offerings. effective date.

6.3.10 Product-specific non-recurring charges as set forth in [Qwest's] applicable Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed. lines, trunks or circuits are installed, or when additional features or services are added to existing services.

#### **6.4 Ordering Process**

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC for resold services. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local exchange service; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Interconnect & Resale Resource Guide available on Qwest's public web site located at [http://www.uswest.com/wholesale/carrier/guides/resource\\_guides.html](http://www.uswest.com/wholesale/carrier/guides/resource_guides.html). Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement service orders as Qwest provides to itself, its affiliates, its subsidiaries, other resellers, and Qwest retail end users. The process for CLEC service orders, provisioning, maintenance and repair. The installation, provisioning, maintenance, and

repair processes for CLEC's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether CLEC's resale service requests orders are submitted via Operational Support System or by facsimile OSS or FAX.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate end user listing information including initial and updated information for directory assistance service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for directory assistance service, white pages directory listings directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to the a new local service provider, Qwest will render its closing bill to the end user, discontinuing billing as of the date of the discontinuance of Qwest's service to the end user. If a CLEC that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date end user receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by FAX, OSS interface, or other agreed-upon processes when an end user moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the end user.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due date intervals for CLEC's resale service requests are established when service requests are received by Qwest made through the IMA and EDI interface Operational Support Systems or by through facsimile. Intervals provided to CLEC shall be equivalent to intervals due dates provided by Qwest to itself, its affiliates, its subsidiaries, other resellers, and to Qwest's retail end users. provides to its own end users.

## 6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, Cataloged, Price Listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an end user under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in the ~~Support Functions Section on OSS Support for Pre-Ordering, Ordering and Provisioning~~ Section 12.2.5, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

## **6.6 Maintenance and Repair**

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair [Qwest's] facilities or equipment, including facilities or equipment that may terminate or be located at the CLEC's end user's premises, other than by connection or disconnection to any interface between Qwest and the end user's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in the ~~Support Functions Section of the Agreement~~ Section 12. Access to telephone numbers and dialing parity are discussed in the ~~Access to Telephone Numbers and the Local Dialing Parity~~ Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in the ~~Support Functions — Maintenance and Repair~~ Section 12.3.8 of this Agreement.

## **Section 7.0 - INTERCONNECTION - LOCAL INTERCONNECTION SERVICE (LIS)**

### **7.1 Interconnection Facility LIS Options**

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's own network for the purpose of exchanging Exchange Service EAS/Local Traffic, (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide ~~interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch.~~ interconnection at any (see the Unbundled Network Elements Section of this Agreement) technically feasible point within its network, including but not limited to, (i) the line-side of a local switch (i.e., local switching), switching); (ii) the trunk side of a local switch, (iii) the trunk connection points for a tandem switch, (iv) central office cross-connection points, signal (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to unbundled network elements (see the Unbundled Network Elements Section of this Agreement) elements. Section 9 of this Agreement describes interconnection at points (i), (iv), (v), and (vi). "Interconnection" in this section of the SGAT is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic. ~~traffic at points (ii) and (iii) described above.~~ Qwest's Local Interconnection Service is provided for the purpose of connecting end office switches to end office switches or end office switches to local or access tandem switches for the exchange of Exchange Service EAS/Local Traffic; (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Local Qwest tandem to local CLEC tandem switch connections will be provided where technically feasible. Qwest local Local tandem to access tandem and access tandem to tandem to Qwest access tandem and Qwest access tandem to Qwest access tandem switch connections are not provided.

7.1.1.1 Qwest will provide to CLEC interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides interconnection. Qwest will provide interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory.

### **7.1.2 LIS Methods of Interconnection**

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one Physical Point of Interconnection in each Qwest local calling area Qwest territory in each LATA where it does business. The Parties shall establish, through negotiations, one of the following interconnection agreements ~~within each local~~ agreements: calling area: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter-Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4.(4) Other methods of Interconnection mutually agreeable to the Parties.

7.1.2.1 Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from

the Qwest Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance Facilities may not be used for interconnection with unbundled network elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in ~~the Collocation~~ Section 8 of this Agreement. When interconnection is provided through the Collocation provisions of ~~the Collocation~~ Section 8 of this Agreement, the Expanded Interconnection Tie Pair (ITP) Channel Termination rate elements, as described in ~~the Unbundled Network Elements~~ Section will apply in accordance with Exhibit A. ~~The rates are defined at a DS0, DS1 and DS3 level. Section 7.3.1.2.1 and Exhibit A will apply.~~

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. ~~The Mid-Span Meet POI shall be located within the Wire Center boundary of the Qwest switch. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A Mid-Span Meet POI shall not be used by CLEC to access unbundled network elements.~~

#### 7.1.2.4 LIS Inter Local Calling Area (LCA) Facility

~~7.1.2.4.1 CLEC may request Qwest-provided facilities to transport Exchange Service EAS/Local Traffic from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which CLEC desires to serve customers, the LIS InterLCA Facility product is available to establish a CLEC POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities.~~

~~7.1.2.4.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI. CLEC may use interconnection arrangements (1), (2), or (3), as outlined in Section 7.1.2, to establish the distant POI.~~

~~7.1.2.4.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Exhibit A.~~

~~7.1.2.4.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles,~~

~~the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Exhibit A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.~~

~~7.1.2.4.5 — Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest-originated traffic to CLEC, in accordance with Section 7.3.2.2. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.~~

~~7.1.2.4.6 — In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.~~

~~7.1.2.4.7 — The LIS InterLCA Facility may be used only to transport local-exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.~~

~~7.1.2.4.8 — The LIS InterLCA Facility cannot be used to access unbundled network elements.~~

~~7.1.2.4.9 — The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.~~ 7.1.2.4 Intentionally left blank

7.1.2.4.1 Intentionally left blank

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7.1.2.5 Qwest agrees to arrange local interconnection trunk diversity to the same extent it does so in the traditional local network.

## **7.2 Exchange of Traffic**

### **7.2.1 Description**

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other symmetrical rates using Qwest's Tariffed Switched Access rates as a surrogate. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 ~~EAS/Local Exchange Service~~ ~~EAS/Local Traffic~~(EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as defined in Access Tariffs and referenced in this Section.

7.2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by interexchange carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's switch functions as a local or access tandem switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

7.2.1.2.5 Traffic having special billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;

- c) Operator busy line interrupt and verify; and
- d) Toll free services.

## 7.2.2 Terms and Conditions

### 7.2.2.1 Transport and Termination of Exchange Service (EAS/Local Traffic)

7.2.2.1.1 Exchange Service ~~EAS/Local Traffic~~(EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service ~~EAS/Local Traffic~~(EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 ~~Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements may be established. However, if either Party may elect~~elects to provision its own one-way trunks for delivery of Exchange Service ~~EAS/Local Traffic~~(EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks.

7.2.2.1.2.2 The Parties may ~~elect to purchase transport services from each other or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from Qwest or CLEC as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport)-transport). This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.~~

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's end office switch delivered to the other Party's tandem switch for delivery to one of the other Party's end office switches, the originating Party will order a dedicated (*i.e.*, direct) trunk group to the other Party's end office. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC ~~shall~~may provide two-way direct trunk facilities, when required, from that end office to CLEC's switch. ~~In all other cases, the direct facility may be provisioned by Qwest or CLEC or a third party. If both CLEC and Qwest desire to provision the~~

facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

7.2.2.1.4 LIS ordered to a local tandem will be provided as Direct Trunked Transport between the Serving Wire Center of CLEC's POI and the local tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the local tandem to Qwest's end office.

7.2.2.1.5 If Direct Trunked Transport is greater than fifty (50) miles in length, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span.

#### 7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), as designated by CLEC.

#### 7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC, IXC, or wireless carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC.

7.2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the provisioning and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options.

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement (~~Unbundled Network Elements Section~~); at Section 9.6 or 9.13; (b) as defined in the Qwest FCC Tariff #5 (~~Service Performance Section~~); (Section 20); or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will provide CLEC with a listing of Qwest local tandems fully capable of routing 64CCC traffic through the Qwest website: <http://www.uswest.com/disclosures>. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk

forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each Party.

~~7.2.2.8.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors capacity growth requiring the addition of new switching modules may require six months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest LIS Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize CLEC forecasts to ensure availability of switch capacity.~~

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete the network build. Seven months after submission of the forecast, ~~the forecasting Party may begin to order against the facilities forecast for that quarter, given no vendor initial forecast, Qwest will have the necessary capacity in place to meet the CLEC forecast. After the initial or other unavoidable delays forecast, Qwest will ensure that capacity is available to meet CLECs' needs as described in the CLEC forecasts.~~ For ordering information see the ~~Interconnection—Ordering Section.~~ Section 7.4.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of ~~direct vs. local~~ end office vs. tandem routing. See the ~~Interconnection Exchange of Traffic Section.~~ Section 7.2.2.1.3.

7.2.2.8.6 ~~In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.~~ forecast. In addition, if the state-wide average trunk forecast to trunk usage ratio is less than sixty percent (60%), for the prior six (6) month period, Qwest reserves the right to require, prior to construction, an up front refundable deposit from CLEC of up to fifty percent (50%) of the estimated cost to provision the new forecasted trunks. Qwest will return the deposit if the CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeded sixty percent (60%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the sixty percent (60%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its cost of provisioning.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest switch that may impact the interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, interconnection and non-interconnection alike. CLEC will be provided interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

- a) Completed Qwest LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate local tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site located at <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

- a) Qwest Tandems and Qwest end offices (LERG);
- b)- CLLI codes (LERG);
- c)- Business/Residence line counts (ICONN);
- d)- Switch type (LERG or ICONN); and
- e)- Current and planned switch generics (ICONN).

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, <http://www.uswest.com/disclosures>.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form; and Form.
- b) Forecasts CLEC forecasts shall be deemed Confidential Information and Qwest may not distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or strategic planning personnel.
- c) QWEST may reveal CLEC forecast to its network planning and growth personnel on a need to know basis only. These personnel shall be informed of the confidentiality of CLEC forecasts and further informed that they, upon threat of termination, may not reveal or use such information beyond that necessary to plan network growth.

~~7.2.2.8.13 If a trunk group is consistently utilized at less than 60% sixty percent (60%) each month of any three month period, CLEC will be provided written notification of the requirement consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within 30 thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and charge CLEC a charge equal to the rearrangement charge described in Exhibit A. rearrange the trunk group. When reclamation does occur, the trunk group shall not be left with less than 25% excess capacity. Qwest shall not leave the CLEC-assigned~~  
~~7.2.2.8.14 When trunk groups are utilized at less than 60% for any three month period, and CLEC places an order to augment those trunk groups, the Parties shall negotiate in good faith to determine appropriate sizing of the underutilized trunk groups. If CLEC cannot substantiate a need for the increased level of trunking, Qwest has the right to refuse ASRs and/or cancel pending requests to augment those underutilized trunk groups until such time as the utilization on that group reaches the required 60 percent level. trunk group with less than twenty five percent (25%) excess capacity.~~

7.2.2.8.14 Intentionally Left Blank

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route which involvesthat involves extraordinary circumstances shallmay be subject to the Construction Charges, as detailed inthe Construction Charges Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to the overall capacity of the route

involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes ~~which~~that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard Qwest forecast timeframes ~~will~~may not apply under these circumstances.

#### 7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

~~7.2.2.9.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. However, either Party may elect to provision its own one-way trunks for delivery of traffic to be terminated on the other Party's network.~~Reserved for Future Use.

7.2.2.9.3 Separate trunk groups ~~will~~may be established based on billing, signaling, and network requirements. ~~For example, (1) billing requirements — Jointly Provided Switched Access vs. Exchange Service EAS/Local Traffic, (2) signaling requirements — MF vs. SS7, and (3) network requirements — directory assistance traffic to Operator Services tandems.~~ The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- a) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);
- b) 911/E911 trunks;
- c) Operator Services trunks (where the switch type requires separation from Directory Assistance trunks)
- d) Mass calling trunks, if applicable.

~~a) — Combined~~7.2.2.9.3.1 Exchange Service (EAS/local), Exchange Access (IntraLATA Toll) and toll carried solely by Local Exchange Carriers) Jointly Provided Switched Access trunks;(InterLATA and Inter LATA toll involving a third-party IXC) and may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If combined, the originating carrier shall provide to the terminating carrier, each month, Percent Local Use (PLU) factors(s) that can be verified with individual call record detail.

~~b) Exchange 7.2.2.9.3.2 Exchange Service (EAS/Local) trunks; the Parties agree to route Enhanced Service Provider traffic over the Exchange Service EAS/Local Trunk group. However, if the FCC determines that access charges shall apply to this traffic, the Parties will re-evaluate this Agreement;~~  
c) ~~Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);~~

d) ~~911/E911 trunks;~~

e) ~~Operator services trunks (where the switch type requires separation from Directory Assistance trunks); and~~

f) ~~Mass calling trunks, if applicable.~~

traffic shall not be combined with Switched Access on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level ~~or~~ exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and toll free service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to operator services trunking, directory assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 ~~The~~With the exception described in paragraph 7.2.2.9.6.1 below, the Parties shall terminate Exchange Service (EAS/Local) traffic ~~exclusively on local tandems or end office switches. No EAS/Local trunk groups shall be terminated on Qwest's access tandems. In the absence~~

~~of a Qwest local tandem, as identified in the LERG, EAS/Local trunk groups will be on Local Tandems or End Office Switches.~~

~~7.2.2.9.6.1 In the complete absence of a Local Tandem serving a particular end office, EAS/Local, Exchange Access (intraLATA Toll) and Jointly Provided Switched Access traffic between the Qwest end office switch and CLEC switch may be exchanged by the Parties through LIS trunk groups established directly between (1) CLEC switch and Qwest end office switches for the exchange of traffic between those end office switches only switch or (2) CLEC switch and Qwest Access Tandem. Use of a Qwest Access Tandem for the exchange of EAS/Local, Exchange Access (intraLATA Toll) and Jointly Provided Switched Access traffic shall be subject to the following 7.2.2.9.7. The Parties agree to exchange Exchange Service EAS/Local Traffic in the same EAS/Local area, defined for Qwest by the Commission, as such traffic originated conditions:~~

~~(a) Where there is a DS1 of traffic (512 BHCCS) between CLEC's switch and a Qwest End Office Switch, CLEC will order a dedicated (i.e., direct) trunk group to the Qwest End Office Switch. To the extent CLEC has established a Collocation arrangement at the Qwest end office location, and has available capacity, CLEC may provide two-way direct trunk facilities from that end office to CLEC's switch and collect transport charges.~~

~~(b) CLEC shall deliver its EAS/Local, Exchange Access (intraLATA Toll) and Jointly Provided Switched Access traffic to the Qwest access tandem over a LIS trunk group. Other traffic types shall be placed on separate trunk groups in accordance with Section 7.2.2.9.3.~~

~~(c) The Parties shall utilize SS7 signaling on the CLEC switch to Qwest access tandem trunk group.~~

~~(d) If the Qwest Access Tandem is at, or forecasted to be at exhaust, the Parties with unforecasted demand will direct trunk to the appropriate end offices for the exchange of traffic. When the tandem has new capacity, the Parties may rehome traffic to the tandem.~~

~~7.2.2.9.7 Intentionally left blank~~

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two paths to a Qwest end office (one route via a local tandem and one direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote end office switch, the CLEC may deliver traffic to the host central office or to the local tandem. The CLEC may not deliver traffic directly to the remote end office switch.

#### 7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

#### 7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 Terminating LIS LIS acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting the testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & HV & H methodology as outlined in NECA Tariff No. 4.

### 7.3 Reciprocal Compensation

#### 7.3.1 Interconnection Facility Options

~~The reciprocal compensation provisions~~ Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Exchange Service EAS/Local Traffic (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other symmetrical rates using Qwest's Tariffed Switched Access rates as a surrogate. Where either Party

interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

#### 7.3.1.1 Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply. ~~The DS-1 or DS-3 Entrance Facilities may ride a higher capacity optical carrier SONET Private Line Transport Services system as apply part of the interconnection option.~~

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service ~~EAS/Local Traffic~~, (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way EF rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of 50% for a minimum of one quarter. The nominal charge to the other Party for the use of the Entrance Facility (EF), as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for ~~non-Internet Related non-ISP~~ traffic to substantiate a change in that factor. ~~If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true-up first quarter charges.~~ Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

#### 7.3.1.2 Collocation

7.3.1.2.1 When Collocation is used to facilitate interconnection, the EICT rate elements, as specified in Exhibit A, will apply per DS1 and DS3. For an interconnection trunk path through collocated equipment, EICT provides that portion of the physical facility between Collocated equipment and Qwest's equipment located elsewhere within the Qwest

building. Signal repeater is provided at no additional charge when specified by the collocator and when used solely for LIS. The collocator may self-provision the EICT. The collocator may provide the equipment to Qwest and Qwest will either install or oversee the EICT installation at the one half (1/2) hour labor rate set forth in Exhibit A. Interconnection Tie Pairs (ITP) are associated with unbundled element provisioning, and not LIS. ITP is described more fully in Section 9 of this Agreement.

### **7.3.2 Direct Trunked Transport**

7.3.2.1 Either Party may elect to purchase Direct Trunked Transport from the other Party.

7.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's tandem or end office switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service ~~EAS/Local Traffic,(EAS/local traffic)~~, or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

~~7.3.2.2~~ 7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service ~~EAS/Local Traffic,(EAS/Local) traffic~~, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

(a) The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of 50% for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party~~party~~ will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non Internet Related ~~Traffic~~related traffic to substantiate a change in that factor. ~~If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor~~

~~other than 50%, the Parties will retroactively true-up first quarter charges.~~ Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

### 7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half the rates specified in Exhibit A.

### ~~7.3.4 Exchange Service EAS/Local Traffic~~

#### 7.3.4 Exchange Service (EAS/Local) Traffic

##### 7.3.4.1 End Office Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service ~~EAS/Local Traffic~~ (EAS/Local) traffic terminated at a Qwest or CLEC end office.

7.3.4.1.2 For purposes of call termination, the CLEC switch(es) shall be treated as end office switch(es), ~~unless CLEC's switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section.~~

7.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation only applies to EAS/Local Traffic and further agree that the FCC has determined that Internet related ~~traffic~~ Related Traffic originated by either Party (the "Originating Party") and delivered to the other Party, (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is EAS/Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be EAS/Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

### 7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above ~~so long as the terminating above.~~

~~Party switches the traffic at both its tandem switch and separate end office switch. However, if CLEC or Qwest only switches the traffic once and this switch meets the definition of a tandem switch in the Definitions Section, then only the tandem switching rate shall apply.~~

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the ~~local~~ tandem and terminating end office. ~~If actual mileage cannot be measured, an assumed one mile will be used.~~

7.3.4.2.3 When ~~CLEC~~ a Party terminates traffic to a Qwest remote office, ~~switch~~, tandem transmission rates will be applied for the mileage between the Qwest host office and the Qwest remote office, ~~host switch and the remote switch when the identity of each is filed in the NECA 4 Tariff.~~

7.3.4.2.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another Qwest central office within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

~~7.3.4.2.4.1~~ To determine the responsible originating carrier of all calls for billing purposes, Qwest and the CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

### 7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions described in ~~the Washington~~ Access Service Tariff, Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with Qwest executive approval within the same timeframes as ~~Qwest provides~~ provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Construction charges are described in Exhibit A of this Agreement.

**7.3.6 Exchange Access (IntraLATA Toll) Traffic.**

Traffic. Applicable billing Switched Access rates of each Party apply to IntraLATA toll traffic routed to an access tandem, or directly to an end office.

7.3.7 Transit Traffic.

The following rates will apply:

7.3.7.1 Local Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest ~~Cataloged~~ Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3. Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 Signalling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If either ~~Party~~ CLEC fails to provide CPN or reasonable alternative (e.g., charge-to-number), (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic Since Qwest is a transit provider for many carriers, the traffic sent to CLEC without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than 5% of the total Exchange Service EAS/Local (EAS/Local) and Exchange Access (IntraLATA Toll) ~~Traffic~~ traffic delivered to the other Party. Qwest will provide to CLEC upon request CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed 5% five percent (5%) of the total traffic delivered.

7.3.9 Percent Local Use (PLU) Factoring. To the extent an originating Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, and the originating Party provides monthly PLU(s) verifiable with individual call record detail, the terminating Party should apportion per minute of use (MOU) charges

appropriately. Verification should follow the process described at Section 18 of this SGAT.

## 7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Transmission); Switched Transport); 3) the number of trunkports to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest ~~local tandem tandems~~ and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. This information can information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: [www.uswest.com/carrier/bulletins/process.html](http://www.uswest.com/carrier/bulletins/process.html), and is required to ensure that Qwest routes CLEC's traffic appropriately.

7.4.3 When the CLEC has a DS3 Entrance Facility or has purchased a DS3 private line facility to establish a InterLCA Facility, facility, the CLEC will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments. Also, if the CLEC has a DS1 Entrance Facility or has purchased a DS1 private line facility to establish a InterLCA Facility, CLEC will be responsible for identification of the ~~DS1~~DSO channels of the DS1 private line to be used to provide circuit facility assignment. The DS-1 or DS-3 entrance facilities may ride a higher capacity optical carrier SONET Private Line Transport Services assignment system as part of the interconnection option.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting ~~local tandem~~ Interconnection will provide its best estimate of the traffic distribution to each end office subtending the ~~local tandem~~.

7.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for Exchange Service ~~EAS/Local Traffic.~~ Separate (EAS/Local) traffic. Except as provided for in Section 7.2.2.9.6.1, separate trunks will be ordered to Qwest's access tandem only for Exchange Access (IntraLATA toll) and Jointly Provided Switched Access traffic.

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.

7.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on Qwest's ~~web site~~: Web site. The IRRG is not a legally binding ~~http://www.uswest.com/carrier/guides/interconnect/contract.~~

7.4.8 ~~CLECA party~~ may cancel an order for LIS at any time prior to notification by Qwest that service is available for CLEC's use. ~~If CLEC available.~~ If a Party is unable to accept LIS service within ~~30~~thirty (30) calendar days after the original service date, ~~CLECA Party~~ has the following options:

- a) The order for LIS will be canceled; cancellation charges as noted in 7.3.5.1 apply; or
- b) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by CLEC, will be the 31<sup>st</sup> calendar day beyond the original service date of the order for LIS.

## 7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide. Switched Access includes phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing the CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent by Qwest to CLEC in an EMR mechanized format. These records are used to provide information necessary for ~~CLEC~~each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

## 7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the WSP. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent by Qwest to CLEC in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

## 7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for

its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

## Section 8.0 - COLLOCATION

### 8.1 Description

8.1.1 8.1.1 Collocation allows for the placing of equipment ~~owned by CLEC within at Qwest's Wire Center~~ Premises, where technically feasible, that ~~are~~ necessary for accessing unbundled network elements (UNEs), ancillary services ~~or, and~~ Interconnection. Collocation includes the leasing to CLEC of physical space in a ~~Qwest Premises~~ Wire Center, as well as the ~~resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's~~ Premises ~~Wire Center~~. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are ~~eight~~ ~~six~~ (68) types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, ~~and~~ Adjacent Collocation, ~~and~~ Common Area Splitter Collocation, and Remote Collocation.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's ~~Wire Center~~ Premises. CLEC does not have physical access to its virtually collocated equipment in the Qwest ~~Wire Center~~ Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space ~~up to a maximum of 400 square feet~~, for placement of its equipment within Qwest's ~~Wire Center~~ Premises for the purpose of interconnecting with Qwest finished services or accessing unbundled elements. ~~Requests for space in excess of 400 square feet will be considered on an individual case basis.~~ CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest ~~Wire Center~~ ~~Space~~ Premises. ~~In Wire Centers, space will be made available in single frame bay increments. The~~ In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest bay will reduce the minimum square footage accordingly. Space will be provided utilizing Qwest standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved interconnection agreement, may share use of that space, in accordance to terms and conditions ~~agreed to of a sublease agreement~~ between the two CLECs. Shared Collocation may also be established through joint application by CLECs

in which Qwest will have a separate billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per CLEC the collocation application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In such a sublease-type arrangement, CLEC will not be allowed to charge the shared occupant a charge in excess of the rate they are being charged by Qwest. In addition, if two or more CLECs who have interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocater.collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (~~ICDF~~)(ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of unbundled network elements and ancillary services. Under ICDF Collocation, a CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an Interconnection Distribution Frame (ICDF)ICDF to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned cross connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular there is insufficient space in the Qwest Wire Center Premises to accommodate any of the other forms of Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent technically feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to reasonable safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. Qwest must provide power and physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third

party. The general terms for Adjacent Collocation are provided for in Sections 8.2.6 and 8.4.4.5.. AdditionalThe specific terms and conditions for adjacent Collocation will be developed on an individual case basis, depending on the specific needs of the CLEC and the unique nature of the available adjacent space. Remote Collocation provides for Collocation in outside plant type structures or other Qwest premises outside of the a Qwest Central Office building and is described in Sections 8.1.1.8 and 8.2.7.

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows CLEC to physically collocate in or adjacent to a Qwest outside plant facility structure which is located remote from a Qwest central office building property. The terms for Remote Collocation are set forth more fully in Section 8.2.7. These structures include all structures that house Qwest network facilities on public rights-of-way and all land owned, leased, or otherwise controlled by Qwest, such as controlled environmental vaults, controlled environmental huts, cabinets, pedestals, and other remote terminals.

## **8.2 Terms and Conditions**

### **8.2.1 Terms and Conditions - All Collocation**

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. 8.2.1.1 With respect to any technical requirements or performance standards specified in this Section, on rates, terms and conditions that are just, reasonable and non-discriminatory.

8.2.1.2 Reserved for future use.

In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for interconnection or access to unbundled network elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 ATM (“Asynchronous Transfer Mode”) or packet switching also meets this legal standard when used for interconnection or access to unbundled network elements for purposes of providing advanced services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for interconnection or access to unbundled network elements. Once CLEC establishes that it will use a certain type of

equipment for interconnection or access to unbundled network elements, Qwest will allow future collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for interconnection or access to unbundled network elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 CLEC may not Collocate equipment that is used exclusively for circuit switching, such as remote switching units (RSUs) or any other equipment that is not necessary for interconnection or access to unbundled network elements.

8.2.1.3 CLEC must identify what transmission and cross connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided cross-connection device.

8.2.1.4 Demarcation Points for unbundled network elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by CLEC. There are two standard demarcation points where unbundled network elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard available demarcation point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. ~~Alternatively, the demarcation point can be~~ ~~A second standard demarcation point is~~ ~~Frame.~~ ~~Alternatively, the demarcation point at an Interconnection Distribution Frame (ICDF) or~~ may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a demarcation point outside of its collocated space, ~~such as an ICDF~~, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the demarcation point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between unbundled network elements and ancillary services and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or

d)e) at another demarcation point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's transmission and cross-connection equipment within Qwest's Central Office Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment placed shall meet and be installed in accordance with Network Equipment Building System (NEBS) standards and will be installed in accordance with Level 1 safety standards. U.S. WEST Technical Publications 77350, 77351, 77355, and 77386. Qwest shall provide standard central office Premise alarming pursuant to U.S. WEST Qwest Technical Publication 77385-77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to a requesting CLEC a report including within ten (10) calendar days of CLEC's request, a report for each requested Premises, that includes:

- a) available Collocation space in a particular Qwest premises; Premises;
- b) number of collocators;
- c) any modifications in the use of the space since the last report; and
- d) measures that Qwest is taking to make additional space available for Collocation; Collocation;
- e) Whether sufficient power is available to meet the specific CLEC request;
- f) Number of CLECs in queue at the Wire Center, if any;
- g) Whether the Wire Center is equipped with DS3 capability

8.2.1.9.1 A Space Availability Report Charge in Appendix A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Space Availability Report – Remote Premises. If CLEC requests a Space Availability Report for a Premise other than a Wire Center, (a Remote Premise) Qwest will cooperate with CLEC to identify the specific Remote Premise(s) that serve(s) those unbundled network elements in the specific geographic area of interest to CLEC. Prior to undertaking a specific inventory request on behalf of CLEC, Qwest will estimate the cost and schedule for the inventory effort, and CLEC shall submit payment of such cost to Qwest via wire transfer. The Space

Availability Report for a Remote Premise shall provide the location and area served by each Remote Premise in the geographic area specified by CLEC. The hourly rate will apply.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a ~~Qwest Central Office Premises~~ for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (~~bay at a time~~), (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and the CLEC did not specify an alternative form of Collocation on the original order form, the CLEC will be required to submit a new order for the CLEC's preferred alternative Collocation arrangement. If CLEC identifies a second choice for ~~collocation~~ Collocation on its original Collocation request, ~~Qwest request, Qwest~~ will determine the feasibility of the second choice in the event CLEC's first choice is not available. ~~In the event that Qwest requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.~~ To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, CLEC may provide interconnection facilities between the non-adjointing CLEC Collocation spaces through CLEC-to-CLEC connections pursuant to Section 8.4.6 as part of the Collocation provisioning. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied collocation requests, in order of the date of receipt (Space Denial Queue), for each Premise where Qwest has exhausted collocation space. A separate queue will be maintained for each Premise. When space becomes available in a Premise in which a queue has developed, Qwest will inform CLECs in the queue that space for collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar days of receipt of notification, or if CLEC responds that it no longer requires the collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a ~~Qwest Wire Center Premises~~ due to space limitations, Qwest shall allow CLEC representatives to tour the entire ~~Wire Center premises~~ Premises escorted by Qwest personnel within ten (10) calendar days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Such tour shall be without charge to CLEC. If, after the tour of the ~~premises,~~ Premises, Qwest and CLEC disagree

about whether space limitations at the ~~Wire Center~~ Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any ~~premises~~ Premises where Qwest claims that physical Collocation is not practical because of space limitations.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, indicating all ~~premises~~ Premises that are full, and will update this document within ten (10) calendar days of the date at which a ~~premises~~ Premises runs out of physical space-space and will update the document when space becomes available. The publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

- a) Number of CLECs in queue at the Premise, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of collocation at the Premise;
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate collocation.

#### 8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a Forecast or Reservation for collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- If a request for Collocation is denied due to a lack of space in a Qwest ~~Central Office, Premises,~~ CLEC may request that Qwest recondition space. Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. In instances where administrative space is to be conditioned for equipment use, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the

costs, and upon acceptance of quote by CLEC, perform the necessary work to reclaim the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested. Qwest will develop quotes for this Qwest to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed work within sixty (60) business days, including the estimated time frames for the work that is required in order to satisfy the Collocation request. CLEC has thirty (30) business days to accept the quote. If CLEC accepts the quote, work will begin on receipt of 50% fifty percent (50%) of the quoted quotes charges and proof of insurance, with the balance due on completion. upon completion. Based on forecasts and reservations, Qwest will work with CLECs to proactively recondition space.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

8.2.1.16 ~~Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of transmission equipment or cross-connection equipment for the purposes of Collocation. Requests for reclamation or grooming shall be in accordance with the ordering provisions of this Section. 8.2.1.17~~ All equipment and installation shall meet earthquake rating requirements. Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless Qwest proves to the Commission that virtual collocation at that point is not technically feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest equipment and installations meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest IRRG website at: [www.uswest.com/wholesale/products/services/irrg/collocationproducts.html](http://www.uswest.com/wholesale/products/services/irrg/collocationproducts.html).

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Central Office Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated ~~agents~~-agents. Such access shall be permitted without requiring either a security escort of any kind or delaying a CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (*i.e.*, Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single ~~Central Office, Premises,~~ provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest ~~Account Manager~~-account manager. Qwest shall provide CLEC a quotation for the costs of removing CLEC's collocated equipment and associated cabling and structure, which will be paid by CLEC within 30 days of the removal of the equipment by Qwest. CLEC will not be charged for the removal of equipment or cabling that is owned and removed by CLEC in their Physical Collocation space.

8.2.1.23 Qwest shall provide, ~~at the request of CLEC, the fiber, coax or copper cable~~ design and engineer the most efficient route and cable racking for the connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Wire Center; or to CLEC's own non-contiguous Collocation space. ~~CLEC shall Center. Alternatively, CLEC may construct its own~~ have access to the designated route and construct such connection, using copper, coax or optical fiber ~~equipment, between the CLEC's equipment and that of another CLEC utilizing an Qwest-approved vendor or another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld.~~ CLEC may place its own fiber, coax or copper cable connecting facilities outside of the actual physical Collocation space, subject only to reasonable safety limitations. NEBS Level 1

safety limitations using the route specified by Qwest. CLEC may perform such interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's Premises, and may interconnect CLEC's own collocated space and/or equipment (i.e. CLEC's physical Collocation and CLEC's virtual Collocation on the same Premises). CLEC-to-CLEC connections shall be ordered in accordance with Section 8.4.6.

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest end-users. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing cross connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device, ~~such as a Single Point (SPOT) frame, and device without direct access to the COSMIC (TM) or MDF. This provides a clear and logical demarcation point for Qwest and CLEC.~~

8.2.1.26 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest ~~Wire Center~~ Premises to determine if cross connection frame alternatives exist, and may ~~request, through the BFR process,~~ request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's ~~collocation~~ Collocation space to the MDF or COSMIC frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., virtual to physical) will be considered under the Bona Fide Request Process described in Section 17 of this Agreement. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and billing change, and the Virtually Collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to subcontract the construction and build-out of physical collocation arrangements with contractors approved by Qwest. Such approval involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power

testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify CLEC by the Abnormal Condition Report of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that charges would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

## **8.2.2 Terms and Conditions - Virtual Collocation**

8.2.2.1 Qwest is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access ~~unbundled loops, UNEs, ancillary and finished services.~~ services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the Virtual Collocated equipment in the Qwest ~~Wire Center Premise.~~ However, CLEC will have physical access to the demarcation point in the Qwest ~~Wire Center Premise.~~

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in ~~Wire Center buildings.~~ Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's Virtual Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with ~~the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, Qwest Wire Center environmental and transmission~~ Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtual collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Central

~~Office-Premise.~~ This includes per diem charges (*i.e.*, expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

### 8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in ~~Wire Centers~~Premises on a space-available, first come, first-served basis.

8.2.3.3 ~~The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by Qwest on an individual case basis. Within twelve (12) months of the actual Ready For Service date or the projected Ready for Service date, whichever is later, CLEC must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces.~~Reserved for future use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Wire CenterPremises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the Collocated space, Qwest will ensure that the necessary construction work (*e.g.*, racking, ducting and caging for Caged Physical Collocation) is performed pursuant to ~~US WEST~~Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, maintenance and repair of its ~~transmission~~ equipment located within the physically collocated space leased from Qwest.

~~8.2.3.7 CLEC must use leased space and begin installation of telecommunications equipment within sixty (60) days of the actual Ready for Service date or the projected Ready for Service date, whichever is later, and may not warehouse space for later use.~~8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on

the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on site specific basis. CLEC must pay the remainder of the quoted non-recurring charges before early access is granted. All appropriate recurring charges will begin on the negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or ~~are otherwise unsafe, non-standard or~~ in violation of any applicable laws or regulations all equally applied to Qwest, Qwest has the right to stop all ~~Collocation~~ installation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the ~~Central Office, Premises~~, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet ~~Qwest technical requirements~~, the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to the CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, Qwest may ~~have~~ pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment removed or in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition ~~corrected~~ at CLEC's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocated space. Upon CLEC's request, this service shall be available per standard Qwest business service provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors to construct the cage in accordance with the applicable technical or may use another vendor of CLEC's own choosing, subject to publications. Qwest's approval which may not be unreasonably withheld. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two U-S-WEST Technical Publications must be in the possession of CLEC and its effective agents at the site during all work activities.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is 9nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

#### 8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from three (3) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or access services, and 3) unbundled network elements. Other entrance facility technologies, such as microwave and wireless or other technologies, may be requested through the BFR process.

8.2.4.2 **Collocation Fiber Entrance Facilities.** Qwest offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the Qwest central office and a C-POI outside the central office Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility Collocation Point of Interconnection (C-POI) outside, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the Qwest's Central Office-C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or

Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

**8.2.4.3.1 Standard Fiber Entrance Facility** -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's interconnection cable.

**8.2.4.3.2 Cross-connect Fiber Entrance Facility** -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the office Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the central office Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

**8.2.4.3.3 Express Fiber Entrance Facility** -- Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If the CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest office Wire Center meets requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

**8.2.4.4** Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

**8.2.4.5** The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not

considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.

8.2.4.6 Qwest shall provide an interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate interconnection points as close as reasonably possible to its Premises.

~~8.2.4.6 Dual entry into a Qwest shall offer at least two such interconnection points at each Qwest Wire Center will be provided only when when at least two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires at the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.~~

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest tariffed or cataloged Private Line or Switched Access services between its ~~Wire Center~~ Premises and its Collocation space in a Qwest Wire Center.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport ~~between CLEC's Wire Center and CLEC's Collocation space in the Qwest Serving Wire Center.~~

## 8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each unbundled network element and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. CLEC will be required to maintain the records for CLEC-provided jumpers.

~~8.2.5.4 To the extent that CLEC's requested use of the Interconnection Distribution Frame results in Qwest incurring building or frame additions other than the ICDF, construction charges will apply.~~

~~8.2.5.4 Reserved for Future Use.~~

## **8.2.6 Terms and Conditions- Adjacent Collocation**

~~8.2.6.1 If CLEC chooses to construct or procure an Adjacent Space Collocation structure to place on or under Qwest owned or controlled property contiguous to a Central Office Wire Center building, Qwest will process such request on an individual case basis for costs and intervals. Property leased by Qwest to the CLEC for such Adjacent Collocation will be based on fair market value of the land.~~

~~8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.~~

~~8.2.6.3 Qwest will provide power and all other physical collocation services and facilities, within technical limitations. If the structure site is more than 200 feet from Qwest's central office Wire Center building, CLEC must make arrangements for separate AC power, and, in all cases, CLEC must provide its own DC power.~~

~~8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Wire Center building on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.~~

~~8.2.6.5 If physical collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault or similar structure that the carrier has constructed or otherwise procured.~~

## **8.2.7 Terms and Conditions – Remote Collocation**

~~8.2.7.1 Remote Collocation allows CLEC to physically collocate in a Qwest outside plant facility structure that is located remotely from a Qwest Wire Center building property. These structures include all structures that house Qwest network facilities on public rights-of-way and all land owned, leased, or~~

otherwise controlled by Qwest, such as controlled environmental vaults, controlled environmental huts, cabinets and other remote terminals ("Remote Premises").

8.2.7.2 There are three (3) types of Remote Collocation --.1) Joint Planned Space-Remote Collocation (JPS) 2) Leased Existing Space-Remote Collocation (LES), and 3) Adjacent Remote Collocation.

8.2.7.3 **Joint Planned Space (JPS) - Remote Collocation** – is available in new Remote Premises. Provides space in a Remote Premises on a shelf level as Qwest deploys new xDSL Remote Premises. Qwest will construct the amount of space requested by CLEC simultaneously with the Qwest build. The space can include access to AC/DC power, heat dissipation, terminations to the Feeder Distribution Interface (FDI).

8.2.7.4 **Leased Existing Space (LES) - Remote Collocation** – is available in existing Remote Premises. Space will be offered on a first come first served basis and any equipment placed by CLEC must meet the requirements of the Remote Premises, e.g., heat, termination and heat dissipation requirements. CLEC will be charged all costs associated with allowing access to the structure and a monthly rate for use of that space and also termination charges to access Unbundled Sub-Loops/Line Sharing from that location. Space will be leased at a full shelf level. A Field Verification/Quote Preparation (FVQP) fee will be charged to assess and develop a LES remote collocation request. Existing space will not be made available where Qwest has designated the space for "Jointed Planned Space", where Qwest has plans to use existing space to meet non-xDSL expansion needs, or where no space exists (determined by the FVQP). However, where Qwest is deploying Remote DSLAM in existing sites, CLEC will be given an opportunity for Joint Planned Space-Remote Collocation.

8.2.7.5 **Adjacent Remote Collocation** – is available in when space is exhausted in and existing Remote Premises, and allows an adjacent remote cabinet to be constructed by CLEC on property owned or controlled by Qwest. CLEC will terminate its facilities in the adjacent remote cabinet, and cross connections via the FCP shall be provided to access existing unbundled network elements within the existing Remote Premises. The space can include access to AC power.

**8.2.7.6 Terms and Conditions common to Joint Planned Space and Leased Existing Space Remote Collocation**

8.2.7.6.1 CLEC will be responsible for all associated costs for physical cabinet space, terminations, Feeder Distribution Interface (FDI) usage and/or modifications, etc.

8.2.7.6.2 CLEC must pay one hundred percent (100%) of the Qwest remote collocation quote before construction begins.

8.2.7.6.3 CLEC's equipment must meet the width and height requirements of the Remote Premises.

8.2.7.6.4 CLEC is responsible for procuring and placing their equipment in the Remote Premises.

8.2.7.6.5 CLEC is responsible for all maintenance of its equipment.

8.2.7.6.6 CLEC must complete the Collocation form for Remote Collocation correctly and completely before their application will be processed.

8.2.7.6.7 CLEC may submit only one remote terminal on a single Collocation form. Qwest may reject Collocation Application Forms with requests for multiple remote terminals or locations.

8.2.7.6.8 CLEC will be required to submit and pay the Field Verification/Quote Preparation Fee prior to receiving the Qwest remote collocation quote.

8.2.7.6.9 Pricing and intervals for remote Collocation shall be on an ICB basis.

#### **8.2.7.7 Terms and Conditions common to Joint Planned Space Remote Collocation**

8.2.7.7.1 CLEC must pay one hundred percent (100%) of the cost within the allocated time frame or CLEC request will be removed from the Joint Planned Space-Remote Collocation plan for that site and Qwest will not build space for them.

8.2.7.7.2 Qwest will only build space for CLEC during the Qwest build if CLEC participates in the Joint Planning Process.

#### **8.2.7.8 Terms and Conditions common to Leased Existing Space Remote Collocation**

8.2.7.8.1 CLEC must provide a forecast in order to accommodate requests for existing leased space.

8.2.7.8.2 CLEC must provide space, power and heat dissipation capabilities.

8.2.7.8.3 CLEC will assume all costs for necessary "site" modifications needed to meet a remote collocation request, e.g., cabinet, FDI, feeder requirements, right-of-way, etc.

### **8.3 Rate Elements**

Rate elements for Collocation are included in Exhibit A.

### 8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Collocation:

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at 125% of request. Charged on a per ampere basis.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each unbundled network element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element, ancillary service or Interconnection service and the demarcation point.

8.3.1.11 ~~Collocation Terminations. ————— A)~~  
~~Terminations Terminations.~~ Terminations are purchased by CLEC to connect their Caged or Cageless Collocation to the ICDF for the purpose of accessing unbundled network elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

#### 8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate demarcation point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF).
- b) Existing DSX Panels for DS-1 and DS-3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request. request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement.

#### 8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the demarcation point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocater should order and install the termination equipment

itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point Of Termination (APOT) form so that they may order finished services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an individual case basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD runs will be required for the initial COSMIC plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD run whenever feasible. Costs of such consolidated MELD runs shall be prorated among the parties, including Qwest. Minimum installation requires at least one (1) block for every two outside plant modules, with a ½ shelf of block capacity reserved for future block space, where space permits. Where ½ shelf space is not available, re-termination (grooming) of circuits and frame growth may be required. Costs for such activities will be assessed to CLEC and listed on the quote.

8.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the

order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

~~B)~~8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100 terminations; DS1 in increments of 28 terminations; DS3 in increments of one (1) coaxial cable or fiber pair. This element is provided as negotiated between CLEC and Qwest.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest ~~Central Office Premises~~ for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premise on a monthly basis. ~~Video cameras and other Central Office Security infrastructure may be required and will be assessed on an Individual Case Basis.~~

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest ~~Wire Centers~~Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at 125% of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.

## 8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to CLEC will be reduced by half, should a second CLEC in the same metropolitan area select the same virtually collocated equipment as CLEC.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an individual case basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for virtual collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the CLEC-provided equipment bay, including property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Wire Center Premises areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the CLEC-provided equipment bay.

### **8.3.3 Rate Elements - Physical Collocation**

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or cageless Collocation

or number required by building code) and the cost associated with space engineering. If a new line-up is established for cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure ~~available in increments up to 400 square feet~~. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with U.S. WEST's installation Technical Publication 77350-NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

**8.3.3.2 Floor Space Lease.** Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Wire Center Premise common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

**8.3.3.3** Intentionally left blank.

**8.3.3.4 Collocation Grounding Charge.** Used to connect the ~~central office~~Premise common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

#### **8.3.4 Rate Elements - ICDF Collocation**

**8.3.4.1** The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by CLEC, the cost of extending the unbundled network elements or ancillary services to the demarcation point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

## 8.4 Ordering

### 8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Order Form and ~~Quote Preparation Fee (QPF) to Qwest.~~ Qwest.

8.4.1.2 Any changes, modifications or additional engineering requested by CLEC, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a ~~subsequent QPF and revised Collocation Order Form.~~ Application. Such requests will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; e.g., feasibility, quotation, or after down payment, and the extent of the modification, solely at Qwest's discretion.

8.4.1.3 There are three (3) primary steps in the ordering of collocation – 1) Forecasting, 2) Application, and 3) Acceptance.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest Account team. CLEC forecasts shall be deemed Confidential Information and Qwest may not distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or strategic planning personnel. The forecast shall include, for each Qwest premises, the following:

- a) Identification of the Qwest Premise;
- b) Floor space requirements, including the number of bays for a cageless collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of collocation (e.g., caged physical, cageless physical, shared, virtual, etc.);
- f) Collocated Equipment;
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) Date CLEC expects to submit its Collocation Application;  
and
- j) Date CLEC expects the collocation arrangement to be completed.

8.4.1.5 CLEC shall submit a Collocation Application to order collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premise;
- b) Floor space requirements, including the number of bays for a cageless collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of collocation (e.g., caged physical, cageless physical, shared, virtual, etc.);
- f) Collocated Equipment;
- g) Entrance Facility Type;
- h) Type and Quantity of Terminations;
- i) Alternate form of collocation if first choice is not available;
- j) Billing Contact; and
- k) Other information required by the Collocation Application Form.

8.4.1.5.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

8.4.1.6 After receipt of a Collocation Quote from Qwest, CLEC shall submit a Collocation Acceptance to continue the processing of a particular Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Acceptance; and
- b) Payment, via wire transfer, of fifty percent (50%) of quoted charges.

8.4.1.7 **Collocation Space Reservation** – allows CLEC to reserve space in a Qwest Premises for up to one (1) year. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form.

8.4.1.7.1 **Application** -- Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar days.

8.4.1.7.2 **Quotation** – Assuming space is available, Qwest will provide a specific price quote based on the requested collocation requirements described on the Collocation Space Reservation Application Form. The quote and a billing invoice for fifty percent (50%) payment of nonrecurring charges will be sent to CLEC within twenty-one (21) calendar days from application receipt.

8.4.1.7.2 Acceptance -- CLEC must electronically submit acceptance or non-acceptance of the quote within seven (7) calendar days of receipt of the quotation. If CLEC submits the acceptance between eight (8) and thirty (30) calendar days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the acceptance more than thirty (30) days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the fifty percent (50%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the application. Qwest will hold the reservation for twelve months after the fifty percent (50%) payment.

8.4.1.7.4 CLEC may cancel the reservation at any time during the twelve (12) month reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the fifty percent (50%) payment as follows:

a) Cancellation notification within thirty (30) days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within thirty one (31) – sixty (60) days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within sixty one (61) – ninety (90) days from receipt of wire transfer, twenty five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after ninety (90) days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), and ICDF Collocation (Section 8.4.4) apply to a maximum of five (5) Collocation Applications per CLEC per week per state. If six (6) or more Collocation orders are submitted by CLEC in a one-week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five (5) Applications from CLEC per week per state, depending on the volume of Applications pending from other CLECs.

## **8.4.2 Ordering - Virtual Collocation**

8.4.2.1 Application -- Upon receipt of a complete Collocation Order Form and QPF Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premise. The feasibility study

will be provided within Central Office—ten (10) calendar days of receipt of a complete Application, if the Application was included in the CLEC's forecast at least sixty (60) calendar days prior to the Application. If the Application was not included in the CLEC's forecast at least sixty (60) calendar days prior to the Application, the feasibility study shall be completed within twenty (20) calendar days of receipt of a complete Application.

8.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

The feasibility study will be completed within seven (7) calendar days of receipt of the QPF. If space is 8.4.2.2 **Quotation** -- If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Order Form and QPF Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment, will be processed within ten (10) business days. 8.4.2.2 **Virtual days.** Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges. If CLEC agrees to terms as stated in the Collocation Price Quote, charges. CLEC must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, Qwest will complete the installation within ninety (90) calendar days from receipt of CLEC's equipment. Any portions that cannot be

8.4.2.3 **Acceptance** -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 **Interval** -- The interval for Virtual Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7, 2) whether CLEC provides its Acceptance within seven (7) calendar days completed within ninety (90) calendar days will be negotiated with CLEC on an individual case basis. receipt of the quotation, and 3) whether the CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within forty-five (45) days of the receipt of the complete Collocation Application. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion.

8.4.2.4.1 **Forecasted Applications with Timely Acceptance** – If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance

within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC's equipment.

**8.4.2.4.2 Forecasted Applications with Late Acceptance**

– If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC's equipment. If CLEC submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

**8.4.2.4.3 Unforecasted Applications with Timely Acceptance**

– If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment. However, the interval may be lengthened if additional power or HVAC is required to complete the installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar

days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

**8.4.2.4.4 Unforecasted Applications with Late Acceptance** – If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than forty-five calendar (45) days after receipt of the complete Collocation Application, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within forty-five (45) calendar days after receipt of the complete Collocation Application, Qwest shall complete the collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment. However, the interval may be lengthened if additional power or HVAC is required to complete the installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

### **8.4.3 Ordering - Caged and Cageless Physical Collocation**

**8.4.3.1 Application** -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Central Office Premise. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application, if the application was included in the CLEC's forecast at least sixty (60) calendar days prior to the Application. If the Application was not included in the CLEC's forecast at least 60 days prior to the application, the feasibility study shall be completed within twenty (20) calendar days of receipt of a complete Application..

**8.4.3.1.1** If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

QPF.8.4.3.2 Quotation -- If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of the signed quote, 50% down and proof of insurance, a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to CLEC for placement of its equipment within ninety (90)

8.4.3.4 Interval -- The interval for physical collocation shall vary depending upon two factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7, and 2) whether CLEC provides its Acceptance within seven (7) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work quotation.

8.4.3.4.1 Forecasted Applications with Timely Acceptance -- If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance -- If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, a new Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance -- If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation

arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. However, the interval may be lengthened if additional power or HVAC is required to complete the 8.4.3.2 Due installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

~~8.4.3.3 The intervals in Section 8.4.3.1 above apply to a maximum of five (5) Collocation orders per CLEC per week. If six (6) or more Collocation orders are required by CLEC in a one-week period, intervals shall be individually negotiated.~~

**8.4.3.4 Unforecasted Applications with Late Acceptance** – If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet CLEC's Collocation request.

#### **8.4.4 Ordering - Interconnection Distribution Frame ("ICDF") Collocation**

**8.4.4.1 Application** -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's equipment within the Wire Center. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application, if the application was included in the CLEC's forecast at least 60 days prior to the Application. If the Application was not included in the CLEC's forecast at least 60 days prior to the application, the feasibility study shall be completed within 20

calendar days of receipt of a complete Application. The ICDF Collocation Order Form Application shall include a CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Central Office Wire Center.

8.4.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

~~8.4.4.2~~ Upon receipt of an ICDF Collocation Order Form, Qwest will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within ten (10) business days from date of receipt of the order form. **Quotation** -- If office space is available, Qwest will develop a quote for the supporting structure within structure. Qwest will complete the quotation no later than twenty-five (25) business calendar days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's approval of the quoted charges.

~~8.4.4.3~~ **Acceptance** -- Upon receipt of the signed quote, 50% down complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin. When space requirements are available, the

~~8.4.4.4~~ **Interval** -- The interval for ICDF Collocation shall vary depending upon two factors -- 1) Whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7, and 2) Whether CLEC provides its Acceptance within seven (7) calendar days of the quotation.

8.4.4.4.1 **Forecasted Applications with Timely Acceptance** -- If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Application. ~~will be available to CLEC for ordering of Unbundled Network Elements ninety (90)~~

8.4.4.4.2 **Forecasted Applications with Late Acceptance** -- If an Application is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within forty-five (45) calendar days of the receipt of the complete

Collocation Acceptance. If CLEC submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

**8.4.4.4.2 Unforecasted Applications with Timely Acceptance** – If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest

~~8.4.4.2.1 — Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed~~collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days may include of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned.  
~~frame construction where existing ICDF capacity is not available.~~

~~8.4.4.2.2 — The intervals in the Ordering Section above apply to a maximum of five (5) Collocation orders per CLEC per week. If six (6) or more Collocation orders are required by CLEC in a one-week period, intervals shall be individually negotiated.~~

**8.4.4.4.2 Unforecasted Applications with Late Acceptance** – If an Application is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application and if the CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned.

~~8.4.4.38.4.4.5~~ When ordering UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, each UNE or ancillary service is ordered separately, using the existing ordering forms and intervals for the specific UNE or ancillary service.

## **8.4.5 Ordering – Adjacent Collocation**

8.4.5.1 If space for physical collocation in a particular Qwest Premise is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premise building site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such premises to determine if suitable arrangements can be provided on Qwest's property. All requests for Adjacent Collocation will be done on an individual case basis. Qwest will make available within ten (10) business days drawings of the Qwest

physical structures above and below ground for the requested Adjacent Collocation site. The parties will negotiate reasonable intervals based on the particular circumstances for the site (i.e., when CLEC-provided structure will be ready).

#### **8.4.6 Ordering – CLEC to CLEC Connections**

**8.4.6.1 Application** -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable used to interconnect CLEC's physically collocated equipment that is in separate locations in the same Qwest Premise, or to another CLEC's equipment in the same Premise. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

**8.4.6.1.1** If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

**8.4.6.2 Quotation** -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route assigned to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than twenty-five (25) calendar days of providing the feasibility study. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's approval of the quoted charges.

**8.4.6.3 Acceptance** -- There are two forms of acceptance for CLEC to CLEC Connections:

**8.4.6.3.1** CLEC-to-CLEC connections with existing cable rack. CLEC must submit, via wire transfer, payment of 100% of the quoted non-recurring charges with its acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route

**8.4.6.3.2** CLEC-to-CLEC connections using new cable rack – Upon receipt of a Complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

**8.4.6.4 Interval** – The construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be depend upon whether CLEC provides its Acceptance within seven (7) calendar days of the quotation.

**8.4.6.4.1 Applications with Timely Acceptance** – If CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.

**8.4.6.4.2 Applications with Late Acceptance** -- If CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

## **8.5 Billing**

### **8.5.1 Billing - All Collocation**

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final 50% balance, CLEC may begin submitting service order requests for Qwest transport services and/or UNEs or ancillary services.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the maintenance and repair process contained herein.

## 8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the C-POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

## 8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon completion of the collocation installation by Qwest. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will turn over access to the space and provide security access to the Wire Center, the Premise. CLEC will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package, which shall activate the monthly billing for leased space, DC Power, Entrance Facility, and other associated monthly charges. CLEC may then proceed with the installation of its equipment in the Collocation space. ~~Once CLEC's equipment has been installed and tie cables have been terminated on CLEC-provided cross connection equipment, Qwest will complete space, unless early access has been arranged pursuant to Section 8.2.3.7.~~

~~all remaining work activities. A second completion package will be provided for CLEC's approval of the project. This completion package will initiate the recurring Collocation charges associated with the remaining recurring charges (e.g., Collocation Entrance Facility, DC Power, etc.)~~

## 8.6 Maintenance and Repair

### 8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Wire Center/Premise housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

## 8.6.2 Caged and Cageless Physical Collocation

8.6.2.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's leased space.

## 8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using ~~correct procedures to dress and terminate jumpers on the ICDF, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. industry accepted practices for its terminations.~~ . Additionally, CLEC is ~~required to provide its own~~ responsible for having jumper wire and tools for such ~~operations.~~ operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

