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Arizona Corporation Commission
BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
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JIM IRVIN
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TONY WEST
Commissioner
CARL J. KUNASEK
Commissioner

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

**U S WEST's STATEMENT OF :
POSITION RECHECKLIST ITEM.
NUMBERS 3, 7, 10, 13**

Over the past several weeks, U S WEST and various intervenors have been involved in a series of collaborative workshops concerning Checklist Items 3 (Poles, Ducts, Conduits, and Rights of Way), 7 (911/E911, Directory Assistance and Operator Services), 10 (Databases and Associated Signaling) and 13 (Reciprocal Compensation). The workshops have been extremely productive as U S WEST and the active intervenors, AT&T of the Midwest ("AT&T"), MCIWorldcom ("MCIW") and Cox Arizona Telecom ("Cox") have resolved all checklist items except reciprocal compensation, where a few outstanding disputed issues exist. The purpose of this document is to: (1) provide all parties to this docket with an updated version of the Arizona SGAT to reflect the changes that U S WEST has agreed to make during the course of these workshops; (2) provide all parties with updated information on checklist items 7 and 10 as U S WEST promised AT&T it would provide; and (3) identify the disputed issues remaining for reciprocal compensation along with U S WEST's legal analysis of why its interpretation of these items is correct.

I. INTRODUCTION

At the outset, U S WEST feels compelled to commend all parties to this proceeding – Commission Staff, DCI and intervenors alike – for the professional, open way in which these

1 workshops have been conducted. It is abundantly clear that these proceedings have benefited
2 U S WEST and CLECs alike, the net effect being that the consumers of Arizona are that much
3 closer to the realization of full competition across all aspects of the telecommunications
4 marketplace. The eventual beneficiaries of this process will clearly be the Arizona consumers.

5
6 **II. CHECKLIST ITEM NO. 3**

7 Checklist Item No. 3 requires U S WEST to provide CLECs with "nondiscriminatory
8 access to poles, ducts, conduits and rights of way owned or controlled by the Bell operating
9 company at just and reasonable rates in accordance with the requirements of section 224."
10 Discussion of this checklist item focused on the terms of U S WEST's SGAT; specifically
11 Section 10.8, which concerns access to poles, ducts, conduits and rights of way. The parties
12 reached agreement on all aspects of the SGAT. A redlined version of SGAT Section 10.8
13 reflecting the agreed upon changes is attached hereto as *Exhibit 1*.

14 The only remaining issue discussed arose through Cox. Cox asserted that U S WEST
15 was not providing appropriate access to Cox at Multiple Dwelling Units (MDUs). U S WEST
16 strongly disputed this assertion. In the end, however, all parties agreed that the issues raised by
17 Cox concerned subloop unbundling and not access to poles, ducts, conduits and rights of way.
18 Therefore, these issues were deferred to Checklist Item No. 2, which will concern, in part,
19 subloop unbundling.

20 With the changes to the SGAT reflected in *Exhibit 1*, the parties have therefore reached
21 consensus that U S WEST satisfies Checklist Item No. 3.

22
23 **III. CHECKLIST ITEM NOS. 7(II) AND 7(III)**

24 Checklist Item Numbers 7(II) and 7(III) require U S WEST to provide
25 "nondiscriminatory access to . . . (II) directory assistance services to allow the other carrier's
26 customers to obtain telephone numbers; and (III) operator call completion services." As an aside,

1 the FCC removed both of these items from the list of unbundled network elements in its UNE
2 Remand Order issued in November 1999; therefore, these checklist items are no longer subject to
3 Section 252(d)(1) pricing. Discussion of this checklist item also focused on the terms of
4 U S WEST's SGAT, specifically Sections 10.5, 10.6 and 10.7, which concern directory
5 assistance and operator services. The parties reached agreement on all aspects of the SGAT. A
6 redlined version of SGAT Sections 10.5 through 10.7 reflecting the agreed upon changes is
7 attached hereto as *Exhibit 1*.

8 With the changes to the SGAT reflected in *Exhibit 2*, the parties have therefore reached
9 consensus that U S WEST satisfies Checklist Item Nos. 7(II) and 7(III), subject to U S WEST
10 passing those aspects of the OSS that affect these checklist items.

11 **IV. CHECKLIST ITEM NOS. 7(I) AND 10**

12 Checklist Item Number 7(I) requires U S WEST to provide "nondiscriminatory access to
13 . . . 911 and E911 services." Checklist Item Number 10 requires U S WEST to provide
14 "nondiscriminatory access to databases and associated signaling necessary for call routing and
15 call completion." On the surface these items are quite different; however, U S WEST discusses
16 them together because the primary issue raised by intervenors with respect to them was identical.
17 AT&T questioned whether U S WEST would allow CLECs to connect their collocated
18 equipment directly to the U S WEST main frame and thereby bypass all intermediate distribution
19 frames. During the workshops, U S WEST explained that it does not require CLECs to use an
20 intermediate distribution frame.
21

22 AT&T raised two concerns with U S WEST's comment that it will, if requested, provide
23 direct connections from the CLEC collocated equipment to the U S WEST main frame. First,
24 AT&T asserted that some of U S WEST's policy manuals do not reflect U S WEST's current
25 position that a CLEC can have a direct connection between its collocated equipment and the
26 U S WEST main frame. Second, AT&T asserted that U S WEST's employees in the field always

1 run 911/E911 circuits through an intermediate distribution frame irrespective of the CLEC's
2 desire. U S WEST will respond to each of these assertions in turn.

3 AT&T requested that U S WEST modify various manuals to ensure that its methods and
4 procedures uniformly reflect that direct connections from a CLEC's collocated equipment to the
5 COSMIC or MDF frame are permissible. U S WEST agreed to do so. All intervenors, including
6 AT&T, agreed that U S WEST would meet Checklist Items 7(I) and 10 once such modifications
7 were complete. U S WEST had also agreed to make modifications to its SGAT to clarify that it
8 will allow such direct connections. A redlined version of SGAT reflecting the agreed upon
9 changes is attached hereto as *Exhibit 3*. Moreover, U S WEST has amended each of the
10 following documents to ensure they accurately reflect U S WEST's current policy on direct
11 connections from the CLEC's collocated equipment to the U S WEST main frame.

- 12 1 Updates to the "Interconnect Resource Resale Guide" (IRRG) are attached
13 hereto as *Exhibit 4*.
- 14 2 Updates to the Internal Methods and Procedure Wholesale Guide are
15 attached hereto as *Exhibit 5*.
- 16 3 Updates to U S WEST's Technical Publication are attached hereto as
17 *Exhibit 6*.
- 18 4 Updates to U S WEST's Collocation Ordering Form are attached hereto as
19 *Exhibit 7*.

20 All of these documents reflect the same thing – that CLECs in Arizona can request and obtain
21 direct connections between their collocated equipment and the U S WEST's main frame.

22 During the course of the March 7, 2000 workshop, AT&T also asserted that U S WEST's
23 current practice in the field is to require that 911/E911 circuits traverse an intermediate
24 distribution frame. U S WEST explained that field employees used the Technical Publication
25 (attached as modified as *Exhibit 6*), which manual expressly allowed direct connections for
26 911/E911 circuits. AT&T's witness, Mr. Ken Wilson, disputed this assertion stating that "all of
the trunks that go through collocation use an . . . intermediate distribution frame." Transcript of
Workshop p. 32, ll. 8-11 (Mar. 7, 2000). Mr. Wilson based this position on central office tours in

1 Nebraska and Washington that occurred about one year ago. *Id.* at p. 29, ll. 9-22; p. 31, ll. 1-12.
2 Based upon Mr. Wilson's representation, U S WEST checked the 911 circuits that it has
3 provisioned on behalf of CLECs in Arizona. U S WEST learned that AT&T's belief is simply
4 incorrect. U S WEST has provisioned 39 different 911 trunk groups for CLECs in Arizona, 27
5 of which involve collocation. Of the 27 collocated-CLEC 911 trunk groups, 23 are directly
6 connected from the CLEC collocation to the U S WEST MDF with no intermediate frame (i.e.,
7 ICDF or SPOT frame). This data shows that U S WEST field employees are actually following
8 the technical publication (USW Exhibit 21 from the workshop March 7, 2000 workshop) which
9 specifically permits CLECs to avoid an intermediate distribution frame when provisioning
10 911/E911 circuits from a CLEC collocation.

11 With the changes to the SGAT and other documents reflected in *Exhibits 3-7*, U S WEST
12 assumes that this will satisfy the concerns raised by AT&T and MCIW. If so, the parties have
13 reached consensus that U S WEST satisfies Checklist Item Nos. 7(I) and 10.

14 **V. CHECKLIST ITEM NO. 13**

15 Checklist Item Number 13 requires U S WEST to provide CLECs with "reciprocal
16 compensation arrangements in accordance with the requirements of section 252(d)(2)."
17 Discussion of this checklist item also focused on the terms of U S WEST's SGAT; specifically
18 Section 7.3 (Reciprocal Compensation) and the related Section 7.1.2 (Methods of
19 Interconnection). The parties reached agreement on many, but not all, aspects of the SGAT. A
20 redlined version of SGAT Sections 7.3 and 7.1.2 (and associated definitions) reflecting the
21 agreed upon changes is attached hereto as *Exhibit 8*.

22 Despite the good faith effort of all parties concerned, U S WEST, AT&T and MCIW
23 were unable to agree on four reciprocal compensation issues: (1) whether U S WEST's definition
24 of "tandem switch" is appropriate; (2) whether U S WEST should be required to bear the burden
25 of transporting traffic across a LATA – potentially hundreds of miles – on CLEC's behalf and
26 bear, essentially, 90 percent of the installation and transport cost, and receive the remaining 10%

1 at TELRIC rates; (3) whether U S WEST should be required to "ratchet" the rate on trunks that
2 carry a combination of Special Access traffic and local traffic such that the variable portion of
3 the trunk used for local traffic is priced at TELRIC rates; and (4) whether U S WEST can charge
4 CLECs for transporting traffic between a "remote" switch and its "host", or whether U S WEST
5 must provide such transport between the "host" and "remote" to CLEC for free. In a March 23,
6 2000 letter to U S WEST, AT&T set forth its view on each of these issues. MCIW joined in the
7 AT&T letter without additional comment. U S WEST provides its legal positions on each of
8 these four issues in the "Disputed Issues" Section below.

9
10 **VI. DISPUTED ISSUES**

11 **1 U S WEST Agrees to Modify its Definition of Tandem Switch So Long As it**
12 **is Only Required to Pay CLEC for the Switching it Actually Performs.**

13 The purpose of reciprocal compensation is to ensure that both parties get paid similarly
14 for terminating the other's local exchange traffic. Based on this principal, AT&T and MCIW
15 requested that U S WEST agree to modify the SGAT's definition of tandem switching so that a
16 CLEC's switch will be considered a tandem when the switch actually serves the same geographic
17 location as U S WEST's tandem switch. U S WEST's concern with AT&T and MCI's definition
18 is not the language, but the implementation. Section 7.3.4.2.1 currently states that "traffic
19 delivered through a U S WEST or CLEC local tandem switch (as defined in this SGAT), the
20 tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in
21 addition to the end office call termination rate described above." (emphasis added). If Section
22 7.3.4.2.1 remained in its current form, and a CLEC's switch met the definition of a tandem
23 switch, then the CLEC could theoretically charge U S WEST both the "tandem switching rate"
24 and "end office rate" even though CLEC only switched the traffic one time. The Commission
25 should not sanction such a windfall. Section 7.3.4.2.1 was intended to compensate U S WEST
26 when it switched the traffic at both its end office switch and its tandem switch, meaning when it

1 physically switched the traffic twice. U S WEST simply does not want to pay a CLEC as if it
2 switched the traffic twice when it only switches the traffic once.

3 U S WEST's proposal is identical to how U S WEST charges CLEC for use of its tandem
4 switch. U S WEST does not charge CLEC both the end office rate and the tandem rate unless
5 both switches are actually used. SGAT Section 7.3.7.1 makes this plain. When U S WEST acts
6 as a "Transit Provider" for CLEC; meaning the call does not originate or terminate with a
7 U S WEST customer – U S WEST's sole role is to transit the traffic between a CLEC switch and
8 U S WEST's tandem switch. In these circumstances it only charges the CLEC the tandem
9 switching rate; not the tandem switching and end office rates. This makes sense because the end
10 office switch is not involved. Neither U S WEST nor CLEC should be able to charge for
11 switching it does not actually perform for the other.

12 Moreover, CLECs have the option of bypassing U S WEST's tandem switch (and
13 therefore the tandem switching rate) altogether by connecting directly to the U S WEST end
14 office. Thus, CLEC's who pay both the tandem switching and end office switching rates do so at
15 their choice. Modifying the definition of "tandem switch" without the concomitant change
16 authorizing CLECs to only recover for the actual switching it performs, denies U S WEST the
17 option of bypassing the CLEC's functional tandem.

18 Therefore, U S WEST agrees to modify its definition of tandem switch to almost the
19 exact language proposed by AT&T and MCI so long as Section 7.3.4.2.1 is also modified as
20 well. U S WEST's proposed SGAT language, as set forth in *Exhibit 8*, reads:1. "Tandem
21 Office Switches" which are used to connect and switch trunk circuits between and among other
22 Central Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the
23 extent such switch(es) actually serve(s) the same geographic area as U S WEST's Tandem Office
24 Switch or is used to connect and switch trunk circuits between and among other Central Office
25 Switches.

26 7.3.4.2.1 For traffic delivered through a U S WEST or CLEC
local tandem switch (as defined in this SGAT), the tandem

1 switching rate and the tandem transmission rate in Exhibit A shall
2 apply per minute in addition to the end office call termination rate
3 described above so long as the terminating Party switches the
4 traffic at both its tandem switch and separate end office switch.
However, if CLEC or U S WEST only switches the traffic once
and this switch meets the definition of tandem switch in Section
4.11.2, then only the tandem switching rate shall apply.

5 This should accommodate all parties involved. It ensures that a CLEC switch can and
6 will be treated as a "tandem switch" where appropriate, but only allows the parties to charge for
7 the switching and transport they actually perform for the other.

8
9 **2 U S WEST Should Be Able To Charge Market Rates To Transport Non-
Local CLEC's Calls.**

10
11 U S WEST's SGAT offers CLECs four different standard options for interconnection
12 with the U S WEST network: (1) entrance facilities; (2) collocation; (3) meet point
13 arrangements; and (4) interlocal calling arrangements. As an initial matter, AT&T and MCIW
14 assert that U S WEST does not allow interconnection at any technically feasible point. This is
15 simply not true. SGAT Section 7.1.2 sets forth these four standard arrangements and Section 17
16 states that U S WEST will consider any other technically feasible interconnection request.

17 AT&T and MCIW then assert that U S WEST is denying CLECs the ability to obtain one
18 point of interconnection (POI) per LATA. AT&T and MCIW assert that they won this issue in
19 Arizona arbitration; therefore it must be offered. This argument again misses the mark because
20 U S WEST fourth method of interconnection – interLocal Calling Area – offers CLEC the
21 opportunity to obtain one actual POI per LATA. See SGAT Section 7.1.2.4.

22 The real issue here is the price that U S WEST can charge for the transport of calls that it
23 carries outside of a local calling area to a distant part of the LATA. During the workshop, AT&T
24 acknowledged that cost is the true issue. Transcript at p. 219, l. 16 to p. 220, l.8. AT&T/ MCIW
25 assert that U S WEST should be required to build to a mid-span irrespective of where CLEC
26 locates its switch in the LATA. This means that U S WEST could be required to, at U S WEST's

1 cost, provide facilities for CLEC that extend hundreds of miles. To make the situation even
2 more untenable, adjustments are made for the cost of facilities based on traffic patterns. This is
3 the essence of reciprocal compensation. If calls going in each direction are in balance, then the
4 parties split the actual cost 50/50. However, in Arizona, 90 percent of the traffic is flowing from
5 U S WEST to CLECs (primarily due to ISPs). This means that U S WEST could be required to
6 pay 90 percent of the cost of the facilities to any location in the entire LATA. Such a decision
7 would constitute an extraordinary and unfair burden.

8 AT&T/MCIW's entire legal argument is premised on the point that one POI per LATA
9 constitutes "interconnection" as set forth in the Act; therefore, in their opinion, U S WEST must
10 construct facilities for CLECs at TELRIC rates no matter how untenable the request. This legal
11 argument is fatally flawed. Section 251(c)(2)(A) states that U S WEST has a "duty to provide"
12 interconnection for the "transmission and routing of telephone exchange service and exchange
13 access." Similarly, Section 252(d)(1), the TELRIC provision, only applies to interconnection as
14 defined in Section 251(c)(2). Therefore, U S WEST need not build for CLECs or charge
15 TELRIC rates if the one POI per LATA does not meet the definition of "telephone exchange
16 service" or "exchange access."

17 There is simply no question that this does not constitute "exchange access." *See* Section
18 3(a) (40). Exchange access concerns toll traffic.

19 Similarly, one POI per LATA does not meet the definition of "telephone exchange service." In a
20 very recent decision, the FCC defined "telephone exchange service" under the Act. *See In the*
21 *Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*,
22 CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91 (rel Dec. 23, 1999). In that decision,
23 the FCC held that "telephone exchange service must permit 'intercommunication' among
24 subscribers within the equivalent of a local exchange area." *Id.* at ¶ 23 (emphasis added). The
25 FCC also held that private line services do not meet this definition. *Id.* at ¶¶ 25-26.

26

1 U S WEST's SGAT Section 7.1.2.4, requires U S WEST to provide TELRIC rates for the
2 transport of the call within the local calling area, but charges private line rates outside of the
3 calling area. This matches the FCC's definition exactly. Transport of a call outside of the local
4 calling area is simply not "telephone exchange access;" therefore, it is not interconnection subject
5 to the pricing provisions of Section 252(d)(1). When Section 252(d)(1) pricing does not govern,
6 the FCC recognizes that U S WEST can charge market rates. Therefore U S WEST's SGAT
7 allows one POI per LATA and charges TELRIC rates within the local calling area; however, it
8 charges private line rates outside of the local calling area. This is perfectly consistent with the
9 Act. Moreover, it comports with the Arizona District Court Order, which allowed one POI per
10 LATA, but required that U S WEST receive reasonable compensation for the transport of these
11 calls. *U S WEST Communications, Inc. v. Jennings*, 46 F.Supp.2d 1004, .1021-22 (D. Ariz.
12 1999).

13
14 **3 The FCC's UNE Remand Order Does Not Require U S WEST to Convert**
15 **Circuits To TELRIC Rates Unless They Carry A Significant Amount of**
16 **Local Traffic.**

17 U S WEST has offered CLECs a number of options from which to choose to complete an
18 interconnection arrangement with U S WEST. As explained above, one interconnection option
19 that U S WEST offers to CLECs is the use of an "entrance facility," which means a facility that
20 enters a U S WEST central office. U S WEST offers to construct such a facility for CLEC and
21 charge TELRIC rates for the entrance facility. As an alternative, however, U S WEST also
22 allows CLECs to use an existing private line facility. This second option gives CLECs an option
23 that will allow them to use spare capacity from an existing private line rather than requiring the
24 time and expense of installing new facilities. SGAT Section 7.3.1.1.2 states that "if CLEC
25 chooses to use an existing facility purchased as Private Line Transport Service from the state of
26 Arizona or FCC access Tariffs, the rates from those Tariffs will apply."

1 AT&T and MCIW state that if they choose the private line option, U S WEST should
2 "ratchet" its rates and charge TELRIC (Section 252(d)(1)) rates for the percentage of the traffic
3 on the private line that is local, and private line rates for that percentage of the traffic that is
4 Special Access. In other words, AT&T and MCIW want U S WEST to convert a percentage of
5 their Special Access circuits to TELRIC rates irrespective of the amount of local traffic on the
6 circuit.

7 The FCC has already decided this issue in its recent UNE Remand Order. The FCC
8 stated that:

9 [I]nterexchange carriers (IXCs) may not convert special access
10 circuits to combinations of unbundled loops and transport network
11 elements, whether or not the IXCs self provide entrance facilities
12 (or obtain them from third parties). This constraint does not apply
13 if an IXC uses combinations of unbundled network elements to
14 provide a significant amount of local exchange service, in addition
15 to the exchange access, to a particular customer.

16 *In the Matter of Implementation of the Local Competition Provisions of the*
17 *Telecommunications Act of 1996, CC Docket No. 96-98, Supplemental Order at ¶2 (rel Nov. 24,*
18 *1999) (emphasis added). Thus, the FCC has already heard and rejected the argument posed by*
19 *AT&T and MCIW. This Commission must, therefore, do the same.*

20 **4 U S West Should Be Paid For Transporting Traffic Between Host Switches**
21 **And Their Remote Switches on Behalf of CLEC.**

22 As the Commission knows, U S WEST currently serves many areas in Arizona that are not
23 heavily populated. These more rural communities in many instances cannot justify the purchase
24 of a unique switch to serve the community. In these instances, U S WEST installs a "host
25 switch" in a more metropolitan area, which host has one or many "remote switches" – small
26 pieces of the host switch – in the more rural communities. The "remote" switch has the capacity
to switch calls in that rural community without use of the host; however, any call either to or
from the rural community to an area not served by the remote switch must be switched and

1 served by the "host switch." The latter calls require U S WEST to transport the calls along
2 dedicated trunks between the host and the remote.

3 AT&T and MCIW's March 23, 2000 letter states that they want to the opportunity to
4 interconnect at the host switch and require U S WEST to transport those calls for them along
5 dedicated trunks to the remote calling area at no charge. This request is patently unfair.
6 U S WEST is legally and constitutionally entitled to just compensation. Just as described with
7 the definition of tandem, U S WEST should not be compensated for switching or transport that it
8 does not provide; however, it should be compensated for the work it actually performs.

9 U S WEST's SGAT Section 7.3.4.2.3 states that "when CLEC terminates traffic to a
10 U S WEST remote office, tandem transmission rates will be applied for the mileage between the
11 U S WEST host office and the remote." AT&T asserts that U S WEST concedes that its position
12 is not supportable because Section 7.3.4.2.3 does not also charge CLECs for tandem switching.
13 Such a charge would be inappropriate. When traffic is brought from the host to the remote it is
14 only switched once, not twice. Therefore, it would be inappropriate to charge tandem switching.
15 Rather than harming U S WEST's argument, the omission of a tandem switching rate actually
16 supports U S WEST's position.

17 U S WEST's position here is simple: it simply believes that it should be paid for the
18 transport it is actually provides to CLECs. This position is fully supported by Section 251(c)(2)
19 and 252(d)(1) which collectively state that U S WEST is entitled to be compensated for
20 interconnection.

21 **VII. CONCLUSION**

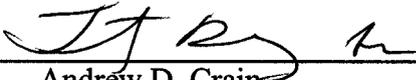
22 U S WEST remains willing to negotiate the four disputed issues with intervenors. To the
23 that any future resolutions are reached, U S WEST will promptly notify all affected parties.

24 DATED this 31st day of March, 2000.
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Respectfully submitted,

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CERTIFICATE OF SERVICE

ORIGINAL and ten (10) copies of the
Foregoing filed this 31st day of March , 2000 with:

The Arizona Corporation Commission
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COPIES of the foregoing delivered
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23 Phoenix, AZ 85004-0001
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Jim Scheltmea
BLUMENFELD & COHEN
1625 Massachusetts Ave. NW
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A handwritten signature in black ink, appearing to read "Jim Scheltmea", with a long horizontal flourish extending to the right.

ATTACHMENT 1

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
U S WEST COMMUNICATIONS, INC.
IN THE STATE OF ARIZONA
(~~FIRST~~ SECOND REVISED)**

* * *

10.8 Access to Poles, Ducts, Conduits, and Rights of Way

10.8.1 Description

10.8.1.1 Pole Attachments - ~~U S WEST~~ Each party will ~~lease~~ provide the other with access to available pole attachment space to CLEC for the placing of CLEC's facilities for the purpose of transmitting Telecommunications Services.

10.8.1.2 Ducts and Conduits - ~~U S WEST~~ Each party will ~~lease~~ provide the other with access to available underground ducts/conduits to CLEC for the purpose of placing CLEC's facilities for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty conduit. Control of CLEC-installed spare innerduct shall vest in U S WEST immediately upon installation; ownership of such innerduct shall vest to U S WEST if and when CLEC abandons such innerduct.

10.8.1.3 Rights of Way (ROW) - Where it has ownership or control to do so, each party will provide the other access to available ROW for the purpose of placing facilities for transmitting Telecommunication Services. ROW includes land or other property owned or controlled by U S WEST and may run under, on, above, across, along or through public or private property including multi-unit buildings.

10.8.1.4 Reciprocity - The rights, benefits and obligations in this part 10.8 are reciprocal. This part 10.8 expressly specifies rights, benefits and duties in the context of CLEC obtaining access to U S WEST's poles, ducts, conduit and ROW. However, in the context of U S WEST obtaining access to CLEC's poles, ducts, conduit and ROW, CLEC shall have the duties, benefits and rights expressly ascribed to U S WEST herein, and U S WEST shall have the duties, benefits and rights expressly ascribed to CLEC herein.

10.8.2 Terms and Conditions

U S WEST shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the U S WEST Pole and Attachment and/or Innerduct Occupancy General Terms and Conditions, attached hereto as Attachment I. U S WEST will not favor itself over CLEC when provisioning access to poles, ducts, conduits and rights of way. U S WEST shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this SGAT, U S WEST agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/innerduct or ROW owned or controlled in whole or in part by U S WEST, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 U S WEST will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to U S WEST facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/innerduct route, including estimated distances between major points, the identification and location of the poles/innerduct and ROW and a description of CLEC's facilities. U S WEST agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ~~a reasonable time~~ 10 business days of receiving a bona fide request for such information, except when extensive requests involve the gathering of plats from multiple locations.

10.8.2.5 Except as expressly provided herein or in the Pole Attachment Act of 1934 as amended and its regulations and rules, nothing herein shall be construed to compel U S WEST to construct, install, modify or place any poles/innerduct or other facility for use by CLEC.

10.8.2.6 U S WEST retains the right to determine the availability of space on poles/innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event U S WEST determines that rearrangement of the existing facilities on poles/innerduct, conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready fee"). When modifications to a U S WEST spare conduit include the placement of innerduct, U S WEST or CLEC will install the number of innerduct required to fill the ~~conduit-structureduct~~ duct to its full capacity.

10.8.2.7 U S WEST shall make manhole ingress and egress for Innerduct access available to CLEC. U S WEST will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW and/or poles/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this SGAT. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work ~~will~~ may be performed by U S WEST or CLEC at the option of CLEC.

10.8.2.9 Access to a U S WEST Central Office manhole will be permitted ~~on a case by case basis~~ where technically feasible. If space is available, U S WEST will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be nNo fiber splices will be allowed in the Central Office manhole. However, where CLEC can establish the necessity and technical feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 If CLEC requests U S WEST to replace or modify existing poles/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay U S WEST the total actual replacement cost, U S WEST's actual cost to transfer its attachments to new poles/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction-fees) of the replaced poles/innerduct, if necessary. Ownership of new poles/innerduct shall vest to U S WEST. Upon request, U S WEST ~~may~~ shall permit CLEC to install poles/innerduct. U S WEST reserves the right to reject any non-conforming replacement poles/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including U S WEST or its affiliates joining-participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. Modifications that occur in order to bring poles/innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and CLEC shall be responsible for its share of the modification cost CLEC, U S WEST or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. U S WEST does

not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

10.8.2.11 Notification of modifications initiated by or on behalf of U S WEST and at U S WEST's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from U S WEST requesting rearrangement, U S WEST may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/innerduct completed at U S WEST's expense.

10.8.2.12 U S WEST reserves the right to make an on-site/final construction, inspections of CLEC's facilities occupying the poles/innerduct system. CLEC shall reimburse U S WEST for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by U S WEST has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by U S WEST in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/innerduct or ROW system and CLEC shall remove its facilities from said poles/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. U S WEST may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/innerduct system where such non-complying conditions exist. If agreed between both Parties, U S WEST shall perform or have performed such corrections and CLEC shall pay U S WEST the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by U S WEST.

10.8.2.14 Once CLEC's facilities begin occupying the poles/innerduct or ROW system, U S WEST may perform ~~periodic~~ a reasonable number of inspections. U S WEST shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that CLEC has in any other way failed to comply with the provisions of this SGAT; in which case CLEC shall reimburse U S WEST the costs of inspections and re-inspections, as required. CLEC's representative may accompany U S WEST on such field inspections. ~~The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.~~

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon U S WEST nor relieve CLEC of any responsibilities, obligations, or liability assigned under this SGAT.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as U S WEST's workers. CLEC may use any contractor approved by U S WEST to perform Make-Ready Work.

10.8.2.18 If U S WEST terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.5, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/innerduct within sixty (60) calendar days, or cause U S WEST to remove its facilities from the poles/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this SGAT to U S WEST until CLEC's facilities are physically removed. "Cause" as used herein shall include but not be limited to CLEC's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to U S WEST's poles/innerduct.

10.8.2.19 U S WEST may abandon or sell any poles/innerduct, conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, conduit or ROW that is sold will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar days of such notice, ~~either apply for usage with the new owner or either:~~ 1) continue to occupy the poles/innerduct, conduit or ROW pursuant to its existing rights under this SGAT if the poles/innerduct, conduit or ROW is purchased by another party, 2) purchase the poles/innerduct, conduit or ROW from U S WEST at the current market value, or 3) remove its facilities therefrom. Failure to ~~remove its facilities~~ explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the poles/innerduct, conduit or ROW at the current market value if no other party purchases the pole/innerduct, conduit or ROW within this 60-day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. U S WEST's

procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate U S WEST premises CLEC's standard maintenance practices for facilities shall be made available to U S WEST upon request. CLEC shall in a timely manner comply with all requests from U S WEST to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should U S WEST under the provisions of this SGAT remove CLEC's facilities from the poles/innerduct covered by any Order, U S WEST will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due U S WEST. If CLEC removes facilities from poles/innerduct for other than repair or maintenance purposes, no replacement on the poles/innerduct shall be made until all outstanding charges due U S WEST for previous occupancy have been paid in full. CLEC shall advise U S WEST in writing as to the date on which the removal of facilities from the poles/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/innerduct for which no agreement is in effect, U S WEST, without prejudice to its other rights or remedies under this SGAT, may assess a charge and CLEC agrees to pay a charge of \$200.00 per pole or \$200 per innerduct run between two manholes, plus payment as specified in this Section. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from U S WEST of the unauthorized occupancy, a poles/innerduct application. If such application is not received by U S WEST within the specified time period, CLEC will be required to remove its unauthorized facility within ~~ten-thirty~~ (340) calendar days of the final date for submitting the required application, or U S WEST may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

~~10.8.2.23~~ ~~10.8.2.23~~—No act or failure to act by U S WEST with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by U S WEST of any of its rights or privileges under this SGAT or otherwise. CLEC shall be subject to all liabilities of the SGAT in regard to said unauthorized occupancy from its inception.

10.8.2.24 U S WEST will provide CLEC nondiscriminatory access to poles, ducts, conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Attachment I, on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern.

10.8.2.25 Nothing in this SGAT shall require U S WEST to exercise eminent

domain on behalf of CLEC.

10.8.3 Rate Elements

U S WEST fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A pre-paid non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.

10.8.3.2 Field Verification Fee. A pre-paid non-refundable charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required ~~make-ready~~ Make-Ready work. The estimated pre-paid fee shall be billed in advance.

10.8.3.3 Make-Ready Work. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. An ~~annual~~ fee which is charged for the occupancy, including any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. An ~~annual~~ fee which is charged for the occupancy, including any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.4 Ordering

The Ordering Process has distinct steps for ROW, Innerduct and Pole Attachment:

10.8.4.1 Inquiry. Upon request for ~~either ROW access~~, Pole Attachment or Innerduct Occupancy, U S WEST will provide CLEC with a document of General Information for Pole Attachment and Innerduct Occupancy along with a description of the application process. The CLEC will review the documents and provide U S WEST with maps of the desired area indicating the routes and entrance points for attachment or occupancy. The CLEC will include the appropriate Inquiry Fee with its inquiry.

10.8.4.2 Inquiry Reviews.

- a) Inquiry Review – Innerduct. U S WEST will complete the database inquiry and prepare a duct structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes section or fewer. An inquiry which exceeds the standard will have negotiated completion dates.
- b) Inquiry Review – Poles. U S WEST will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route within ten (10) calendar days of the request. The U S WEST field engineer will be informed of CLEC’s needs and will report back on the number of poles, pole condition and Make-Ready work, if desired. A statement of the Make-Ready costs, number of poles and lease rates will be provided to CLEC within thirty-five (35) calendar days of the completion of the joint survey when 100 or fewer poles are involved. The Pole quotation shall be valid for ninety (90) calendar days. U S WEST will charge CLEC for field engineer time.

10.8.4.3 Request – Innerduct. CLEC will review the Inquiry results and determine whether to proceed with verification. If desired, CLEC will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated verification costs, U S WEST will provide the requested information which may or may not include the following as appropriate: a review of public and internal right-of-way records for restrictions and to identify to CLEC what additional right of way permission is required; a field survey and site investigation of the innerduct, including the preparation of distances and drawings, to determine availability of existing innerduct; identification of ~~Make-ready~~Make-Ready costs required to provide innerduct; the schedule in which the ~~Make-ready~~Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided and shall be completed within thirty-five (35) calendar days for a standard inquiry of thirty (30) Utility Hole sections or less, or as negotiated between U S WEST and CLEC identified in the Cost Quotation.

10.8.4.4 Order – Poles and Innerduct. Upon completion of the procedures described above, U S WEST shall provide CLEC a statement of ~~Make-ready~~Make-Ready costs and yearly (unless CLEC requests semiannual) lease rates. The review, signing and return of Attachment 2 of the General Information

document along with payment of the ~~Make-ready~~Make-Ready and prorated lease charges for the current ~~year-relevant~~ (annual or semiannual) period shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the ~~Make-ready~~Make-Ready fees identified, U S WEST will assign CLEC's requested space and complete the ~~make-ready~~Make-Ready work which may be required. U S WEST will notify CLEC when poles/innerduct are ready for attachment of facilities.

10.8.4.5 ~~The estimated costs included in the Request Quotation are used to cover the actual costs incurred by U S WEST in determining if innerduct space is available to meet CLEC's request. Likewise, e~~Estimates of ~~Make-ready~~Make-Ready in the Order are used to cover actual ~~Make-Ready~~ costs. However, ~~if U S WEST requests,~~ CLEC will be responsible for payment ~~of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within 30 days of receipt of invoice. Within 15 business days of a request therefor, U S WEST will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if U S WEST does not possess all such records at the time of the request, then U S WEST will provide copies of such records within 15 business days of receipt of such records. CLEC must request such records, if at all, within 30 calendar days of the completion of Make-Ready work. If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request therefor. Such request must be received within 60 calendar days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within 30 calendar days of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within 10 business days of U S WEST's receipt of either all records relating to such actual costs or CLEC's request for a credit, whichever comes last. If U S WEST denies the poles/innerduct, ROW request, U S WEST shall do so in writing, within forty-five (45) days following the request, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any, upon request. Such request must be made within 30 calendar days of CLEC's receipt of written denial. Any such refund shall be made within 10 business days of either receipt of CLEC's request or U S WEST's receipt of all records relating to the actual costs, whichever comes last.~~

10.8.4.6 For the period beginning at the time of the making of a granted inquiry and ending ninety (90) days following the grant of an inquiry, U S WEST shall reserve such available poles, ducts, conduit, and right of way for CLEC that CLEC may reasonably request. CLEC shall pay an appropriate reservation fee mutually agreed upon by the Parties for such reservation and shall elect whether to accept the poles, ducts, conduits, or right of way within the ninety (90) day period following the granting of the inquiry. CLEC may accept such facilities by sending written notice to U S WEST.

10.8.4.6.1 During the reservation period, if another party, including U S WEST, makes a bona fide and good faith request for the use of any poles, ducts, conduits or right of way that CLEC has previously reserved,

CLEC shall have a "right of first refusal" over these facilities. If CLEC chooses to exercise its right of first refusal, it shall do so by providing U S WEST written notice of same within ~~ten-twenty~~ (420) business days following receipt of written notice from U S WEST advising CLEC of the bona fide and good faith request.

10.8.4.6.2 To ensure proper use of reserved facilities, after the expiration of the reservation period or upon exercise of its right of first refusal, whichever occurs earlier, CLEC must begin paying the rates for access (whether or not it has actually installed or attached facilities) and shall begin construction on the facility within six (6) months or release its reservation.

10.8.4.6.3 After acceptance by CLEC, CLEC shall have six (6) months to begin attachment and/or installation of its facilities to the poles, ducts, conduit and right of way or request U S WEST to begin ~~Make-Ready~~ or other construction activities. Any such construction, installation or ~~Make-Ready~~ by CLEC shall be completed by the end of one (1) year after written notice of acceptance. CLEC shall not be in default of the six-month or one-year requirement above if such default is caused in any way by any action, inaction or delay on the part of U S WEST or its affiliates or subsidiaries.

10.8.5 Billing

CLEC agrees to pay U S WEST poles/innerduct preparation charges in advance and usage fees in advance ("Fees") as specified in the Request and Order (Attachment 1 and Attachment 2 of the General Information Document). Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees will be assessed on an annual basis (unless CLEC requests a semiannual basis). Annual Fees will be assessed as of January 1 of each year. Semiannual Fees shall be assessed as of January 1 and July 1 of each year. Such Fees shall be paid within 30 days following receipt of invoices therefor. Fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both U S WEST and CLEC, repairs shall be effectuated on a nondiscriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/Local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/innerduct.

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10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory assistance service is a telephone number, voice information service that U S WEST provides to its own end users and to other telecommunications carriers. U S WEST provides CLEC non-discriminatory access to U S WEST's directory assistance centers, services and directory assistance databases. There are three forms of Directory Assistance Services available pursuant to this SGAT -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with call branding, generic branding and Directory Assistance call completion options.

10.5.1.1.1 Directory Assistance Service – U S WEST branded or customer branded Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in U S WEST's then current Directory Assistance database.

10.5.1.1.1.1 Regional Directory Assistance Service - Allows CLEC's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater, in U S WEST's 14 state operating territory.

10.5.1.1.1.2 National Directory Assistance Service - Allows CLEC's end users to receive listings from U S WEST's Regional Directory Assistance database and from the database of the National Directory Assistance services vendor selected by U S WEST. CLEC must subscribe to Regional Directory Assistance Service to subscribe to National Directory Assistance service.

10.5.1.1.1.3 Call Branding Service – Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where technically feasible. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC. If CLEC selects the Call Branding option, U S WEST will provide Call Branding to CLEC, where technically feasible.

a) Front End Brand - Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand - Announces CLEC's name to CLEC's end user at the completion of the call. There is a

nonrecurring charge to setup and record the Back End Brand message.

10.5.1.1.1.4 Directory Assistance Call Completion service - Allows CLEC's end users to connect, where technically feasible, to the requested local or intraLATA telephone number directly, using the U S WEST intraLATA toll network, without having to dial another call.

10.5.1.1.2 Directory Assistance List Services – Directory Assistance List Services is the bulk transfer of U S WEST's Directory Assistance database under a non-exclusive, non-transferable, revocable license to use the information solely for the purpose of providing Directory Assistance Service to its end user customers and incidental use by carriers subject to the terms and conditions of this SGAT. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own directory assistance service, it can obtain U S WEST directory listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service – U S WEST shall provide CLEC non-discriminatory access to U S WEST's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 U S WEST will provide CLEC non-discriminatory access to U S WEST's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 U S WEST's Directory Assistance database contains only those published and non-listed telephone number listings obtained by U S WEST from its own end users and other Telecommunications Carriers.

10.5.2.3 U S WEST will provide access to Directory Assistance Service via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from U S WEST or provide them itself. These operator service trunks will be connected directly to U S WEST's Directory Assistance host switch or directly to a remote Directory Assistance switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 U S WEST will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all U S WEST end users. U S WEST will provide the same priority of handling for CLEC's end user calls to U S WEST's Directory Assistance service as it provides

for its own end user calls. Calls to U S WEST's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or U S WEST end users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Where technically necessary, dedicated interoffice facilities may be required.

10.5.2.6 If CLEC elects to access the U S WEST Directory Assistance databases on a per dip basis, U S WEST will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.7 CLEC's customers may dial 1+411 or 1+NPA+555-1212 to access U S WEST.

10.5.2.8 A facility-based CLEC may choose to have its customers dial a unique number or use the same dialing pattern as U S WEST end users to access U S WEST Directory Assistance operators.

10.5.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Exhibit A of this SGAT.

10.5.3.1 A per call rate is applicable for Regional Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. Such non-recurring fee must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion. Additional charges for U S WEST IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the "U S WEST Operator Services/Directory Assistance Questionnaire for Local Service Providers." The "U S WEST Operator Services/Directory Assistance Questionnaire for Local Service Providers" may be obtained from CLEC's U S WEST account manager.

10.5.5 Billing

10.5.5.1 U S WEST will track and bill CLEC on a monthly basis for the number of calls placed to U S WEST's Directory Assistance service by CLEC's end users.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two telephone numbers per Directory Assistance call. U S WEST will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of U S WEST and other LECs contained in U S WEST's directory assistance database and, where available, related elements required in the provision of Directory Assistance service to CLEC's end users. In the case of end users who have non-published listings, U S WEST shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to CLEC; however, U S WEST will not provide the non-published telephone number.

10.6.1.2 U S WEST will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. U S WEST will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the U S WEST subscriber is a residential, business, or government subscriber, and the listings of other carriers will specify such information where it has been provided on the carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from U S WEST's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 U S WEST and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 U S WEST grants to CLEC, as a competing provider of telephone service and telephone toll service, a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service to its end user customers or for other incidental use by other carriers' customers, and incidental use by carriers, subject to the terms and conditions of this SGAT. As it pertains to the DA List Information in this SGAT, "Directory Assistance Service" shall mean the provision, via a live operator or a mechanized system, of telephone number and address information for an

identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.

10.6.2.2 CLEC shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, U S WEST's DA List Information shall not be used by CLEC for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, or ~~for~~ publishing any form of a directory.

10.6.2.3 U S WEST shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of U S WEST's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to U S WEST's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.4 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of U S WEST's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to U S WEST's DA List Information when contained in any database.

10.6.2.5 Any disclosure of the fact that an end user subscribes to U S WEST's telecommunications services or unauthorized use of U S WEST's DA List Information shall be considered a material breach of this SGAT and shall be resolved under the Dispute Resolution provisions of this SGAT.

10.6.2.6 Within five (5) days after the expiration or earlier termination of this SGAT, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to U S WEST from an officer that all of the foregoing actions have been completed.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by U S WEST.

10.6.2.8 Audits -- In accordance with Section 18, U S WEST may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in 19, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this SGAT. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this SGAT. U S WEST shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 ~~[[NEW SECTION TO BE ADDED WHEN REVISED SGAT FILED - CLEC recognizes that certain carriers who have provided DA List Information that is included in U S WEST's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.]]~~

10.6.2.10 U S WEST will provide a nondiscriminatory process and procedure for contacting end users with nonpublished telephone numbers in emergency situations for nonpublished telephone numbers that are included in U S WEST's directory assistance database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own directory assistance and purchases U S WEST's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this SGAT.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the U S WEST DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the U S WEST DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 ~~Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.~~

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for U S WEST's local exchange service areas in its 14 state operating territory or, where technically feasible, CLEC may order the initial DA List Information load or update files by U S WEST White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing local and long distance calls. U S WEST provides nondiscriminatory access to U S WEST operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists CLEC end users requesting help or information on placing or completing local calls, connects CLEC end users to home NPA directory assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with U S WEST's customary practice for providing end user assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Assists CLEC end users requesting help or information on placing or completing intraLATA toll calls. Nothing in this Section is intended to obligate U S WEST to provide any toll services to CLEC or CLEC's end users. U S WEST will direct CLEC's end user to contact its provider to complete intraLATA toll calls.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC end user's local and intraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing U S WEST with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification ("BLV") is performed when CLEC's end user requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt ("BLI") is performed when CLEC's end user requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called

party that there is a call waiting. The operator will not connect CLEC's end user and the calling party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC end users for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 Interconnection to the U S WEST Operator Services platform is technically feasible at two distinct points on the trunk side of the platform. The first connection point is an operator services trunk connected directly to the U S WEST Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote U S WEST Operator Services switch.

10.7.2.2 Trunk provisioning and facility ownership must follow U S WEST guidelines.

10.7.2.3 In order for CLECs to use U S WEST's operator services, each NPA served requires an operator service trunk between CLEC's end office and the Interconnection point on the U S WEST switch.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/intraLATA trunks) established between the Parties' respective operator bureaus.

10.7.2.7 U S WEST will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users. U S WEST will respond to CLEC's end user calls to U S WEST's operator services according to the same priority scheme as it responds to U S WEST's end user calls. Calls to U S WEST's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or U S WEST end users.

10.7.2.8 It is understood that U S WEST shall not be obligated to provide specific operator services where there are facility or technical limitations. U S WEST, in its reasonable discretion, may from time-to-time modify and change the nature, extent, and detail of specific operator services.

10.7.2.9 U S WEST shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its end users to the locations where U S WEST provides the Operator Services and to provide all information and data needed or reasonably requested by U S WEST in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's end user at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, U S WEST will provide Call Branding to CLEC where technically feasible.

a) Front End Brand – Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Dedicated interoffice facilities will be required where technically necessary. CLEC must provide a forecast of the expected volume of calls.

10.7.2.12 CLECs customers may dial "0" or "0+" to access U S WEST operator services. A facility-based CLEC may choose to have its customers access U S WEST operators by dialing a unique number or by using the same dialing pattern as U S WEST end users.

10.7.3 Rate Elements

U S WEST toll and assistance operator services are offered under two pricing options. Option A offers a per message rate structure. Option B offers a work second or a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this SGAT.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its end users and facilities that are routed to U S WEST's operator for handling. Work second charging begins when the U S WEST operator position connects with CLEC's end user and terminates when the connection between the U S WEST operator position and CLEC's end user is terminated.

10.7.3.2.2 Machine handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. U S WEST will charge to CLEC a nonrecurring setup and recording fee for establishing each Call Branding option. CLEC must pay such non-recurring charge prior to commencement of the service.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the “U S WEST Operator Services/Directory Assistance Questionnaire for Local Service Providers.” Copies of the

"U S WEST Operator Services/Directory Assistance Questionnaire for Local Service Providers" may be obtained from CLEC's designated U S WEST account manager.

10.7.5 Billing

10.7.5.1 U S WEST will track usage and bill CLEC for the calls placed by CLEC's end users and facilities.

10.7.5.2 U S WEST will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). U S WEST will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, U S WEST does not have available the necessary information to compile an accurate billing statement, U S WEST may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. U S WEST shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
U S WEST COMMUNICATIONS, INC.
IN THE STATE OF ARIZONA
(FIRST REVISED)**

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 With respect to any technical requirements or performance standards specified in this Section, U S WEST shall provide Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory.

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

8.2.1.3 **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 U S WEST 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 demarcation point is at a CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. A second standard demarcation point is at an InterConnection Distribution Frame. Alternatively, the demarcation point may be established at a location jointly agreed to by CLEC and U S WEST. To the extent CLEC selects a demarcation point outside of its collocated space, such as an ICDF, CLEC shall be responsible for the tie cables from CLEC's collocated equipment to the demarcation point.

8.2.1.4 U S WEST 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 the 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 another demarcation point mutually-agreed to by the parties.

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

8.2.1.6 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 U S WEST's Central Office. U S WEST 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.

8.2.1.7 All equipment placed shall meet NEBS standards and will be installed in accordance with U S WEST Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. U S WEST shall provide standard central office alarming pursuant to Technical Publication 77390.

8.2.1.8 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 U S WEST Central Office for placement of CLEC's equipment. If U S WEST 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), 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, CLEC will be required to submit a new order for the CLEC's preferred alternative collocation arrangement. In the event that U S WEST requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.

8.2.1.9 If a request for Collocation is denied due to a lack of space in a U S WEST Central Office, CLEC may request U S WEST to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed 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% of the quoted charges and proof of insurance, with the balance due on completion.

8.2.1.10 Cancellation of Collocation Request. CLEC may cancel a collocation request prior to the completion of the request by U S WEST by submitting a written request by certified mail to the U S WEST Account Manager. CLEC shall be responsible for payment of all costs incurred by U S WEST.

8.2.1.11 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 Section 8.4.

8.2.1.12 All equipment and installation shall meet earthquake rating requirements.

8.2.1.13 U S WEST will review the security requirements and hours of access with CLEC. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all CLEC approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.

8.2.1.14 U S WEST shall provide access to existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

8.2.1.15 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.

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

8.2.1.17 Conversions of the various Collocation arrangements (*e.g.*, virtual to physical) are available upon request and submission of a Quote Preparation Fee (QPF) by CLEC. CLEC must pay all associated conversion charges. Conversions shall be in accordance with U S WEST's standard Collocation provisioning processes. CLEC will submit separate service orders for rolling over CLEC's existing end user circuits to the new Collocation.

8.2.1.18 Termination of Collocation Arrangement. CLEC may terminate a completed collocation arrangement by submitting a written request via certified mail to the U S WEST Account Manager. U S WEST shall provide CLEC a quotation for the costs of removing CLEC's virtually collocated equipment, which will be paid by CLEC within 30 days of the removal of the equipment by U S WEST.

8.2.1.20 U S WEST shall provide, at the request of CLEC, the fiber, coax or copper cable connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same U S WEST Wire Center. Alternatively, CLEC may construct its own connection, using copper, coax or optical fiber equipment, between the CLEC's equipment and that of another CLEC utilizing an U S WEST-approved vendor. 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.

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

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

8.2.1.23 If CLEC disagrees with the selection of the U S WEST cross-connection frame, CLEC may request a tour of the U S WEST wire center to determine if cross connection frame alternatives exist, and may request, through the BFR process, use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's collocation space to the MDF or COSMIC frame.

Section 7.0 - INTERCONNECTION

7.2.2 Terms and Conditions

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 (Section 9); (b) as defined in the U S WEST FCC Tariff #5 (Section 20); or (c) from a third party signaling provider. Each of the parties, U S WEST 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 U S WEST Technical Publication 77342.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment owned by CLEC within U S WEST's Wire Center that is necessary for accessing unbundled network elements (UNEs), ancillary services, and Interconnection. Collocation includes the leasing to CLEC of physical space in a U S WEST Wire Center, as well as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in U S WEST's Wire Center. Collocation also allows CLECs to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are six types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, and Adjacent Collocation.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to U S WEST CLEC's own equipment for U S WEST to install and maintain in U S WEST's Wire Center. CLEC does not have physical access to its equipment in the U S WEST Wire Center.

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 U S WEST's Wire Center for the purpose of interconnecting with U S WEST 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 U S WEST Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing U S WEST 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 Physical Collocation -- allows two or more CLECs to share a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from U S WEST 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 between the two CLECs. U S WEST will prorate the charge for site conditioning and preparation undertaken by U S WEST 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 based on the percentage of the total space utilized by that CLEC.

U S WEST 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 addition, if two or more CLECs who have interconnection agreements with U S WEST utilize a shared Collocation arrangement, U S WEST shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator.

8.1.1.5 Interconnection Distribution Frame Collocation (ICDF) -- 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 U S WEST Wire Center. With ICDF Collocation, CLEC will have access to the U S WEST Wire Center and an Interconnection Distribution Frame (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 U S WEST Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation -- is available in those instances where there is insufficient space in the U S WEST wire center to accommodate any of the other forms of collocation. The 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.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

8.2.1.2 Collocation of Switching Equipment. If CLEC seeks to collocate equipment containing switching functionality within the U S WEST Central Office, it does so with the full understanding that U S WEST is appealing such collocation. If U S WEST is successful in its appeal, CLEC must remove all collocated equipment containing switching functionality within ninety (90) days of receiving notice. This will be performed at CLEC expense. CLEC will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other

functionalities. CLEC may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. U S WEST will permit Collocation of any equipment required by law, unless U S WEST can establish to the Commission that the equipment will not be actually used by CLEC for the purpose of obtaining interconnection or access to unbundled network elements. Before any switching equipment is installed, CLEC must provide a written inventory to U S WEST of all switching equipment and how it will be used for interconnection and/or access to unbundled network elements.¹

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 U S WEST 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 U S WEST 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 demarcation point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. A second standard demarcation point is at an Interconnection Distribution Frame. Alternatively, the demarcation point may be established at a location jointly agreed to by CLEC and U S WEST. To the extent CLEC selects a demarcation point outside of its collocated space, such as an ICDF, CLEC shall provide and U S WEST shall install the tie cables from CLEC's collocated equipment to the demarcation point. Alternatively, U S WEST shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 U S WEST 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 the CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

¹ US WEST notes that the Court of Appeals for the D.C. Circuit recently vacated a portion of the FCC's 706 Order that required US WEST to allow CLEC's, in certain circumstances, to collocate switching equipment. [*GTE Service Corporation v. Federal Communications Commission*, No. 99-1176 (D.C. Cir. March 17, 2000).] This decision is just two weeks old. Therefore, US WEST is still in the process of evaluating the case. To the extent that US WEST wants to change this paragraph as a result of this decision, US WEST will be prepared to discuss that issue during the anticipated workshop on interconnection/collocation.

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

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

8.2.1.6 CLEC may purchase U S WEST'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 U S WEST's Central Office. U S WEST 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 Network Equipment Building System (NEBS) standards and will be installed in accordance with U S WEST Technical Publications 77350, 77351, 77355, and 77386. U S WEST shall provide standard central office alarming pursuant to U S WEST Technical Publication 77385.

8.2.1.9 Upon request by CLEC, U S WEST will submit to a requesting CLEC a report including:

- a) available Collocation space in a particular U S WEST premises;
- b) number of collocators;
- a any modifications in the use of the space since the last report; and
- b measures that U S WEST is taking to make additional space available for Collocation.

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 U S WEST Central Office for placement of CLEC's equipment. If U S WEST 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), 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 on its original Collocation request, U S WEST will determine the feasibility of the second choice in the event CLEC's first choice is not available. In the event that U S WEST requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.

8.2.1.11 If U S WEST denies a request for Collocation in a U S WEST wire center due to space limitations, U S WEST shall allow CLEC representatives to tour the entire wire center premises escorted by U S WEST personnel within ten days of the denial of space. Such tour shall be without charge to CLEC. If, after the tour of the premises, U S WEST and CLEC disagree about whether space limitations at the wire center make Collocation impractical, U S WEST and CLEC may present their arguments to the Commission.

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

8.2.1.13 U S WEST will maintain a publicly available document, posted for viewing on the Internet, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.

8.2.1.14 If a request for Collocation is denied due to a lack of space in a U S WEST Central Office, CLEC may request U S WEST to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed 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% of the quoted charges and proof of insurance, with the balance due on completion.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by U S WEST by submitting a written request by certified mail to the U S WEST Account Manager. CLEC shall be responsible for payment of all costs incurred by U S WEST 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 Section 8.4.

8.2.1.17 All equipment and installation shall meet earthquake rating requirements.

8.2.1.18 U S WEST will review the security requirements and hours of access with CLEC. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all CLEC approved personnel are subject to trespass violations if outside of

designated and approved areas or if found to be providing access to unauthorized individuals.

8.2.1.19 U S WEST shall provide access to existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

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, 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 U S WEST Account Manager. U S WEST 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 U S WEST. CLEC will not be charged for the removal of equipment or cabling that is owned and removed by the CLEC in their Physical Collocation space.

8.2.1.23 U S WEST shall provide, at the request of CLEC, the fiber, coax or copper cable connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same U S WEST Wire Center. Alternatively, CLEC may construct its own connection, using copper, coax or optical fiber equipment, between the CLEC's equipment and that of another CLEC utilizing an U S WEST-approved vendor. 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.

8.2.1.24 U S WEST will provide CLEC the same connection to the network as U S WEST uses for provision of services to U S WEST end-users. The direct connection to U S WEST's network is provided to CLEC through direct use of U S WEST's existing cross connection network. CLEC and U S WEST 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 U S WEST cross connection frames using standard engineering principles. CLEC terminations will share frame space with U S WEST terminations on U S WEST frames without a requirement for an intermediate device, such as a Single Point

(SPOT) frame, and without direct access to the COSMIC (TM) or MDF. This provides a clear and logical demarcation point for U S WEST and CLEC.

8.2.1.26 If CLEC disagrees with the selection of the U S WEST cross-connection frame, CLEC may request a tour of the U S WEST wire center to determine if cross connection frame alternatives exist, and may request, through the BFR process, use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's 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. CLEC must pay all associated conversion charges.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 U S WEST is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services.

8.2.2.2 CLEC will not have physical access to the Virtual Collocated equipment in the U S WEST Wire Center. However, CLEC will have physical access to the demarcation point in the U S WEST wire center.

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

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's Virtual Collocated equipment by U S WEST, all warranties and access to ongoing technical support are passed through to U S WEST 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 U S WEST.

8.2.2.5 CLEC's virtual collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, U S WEST Wire Center environmental and transmission 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 U S WEST interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtual collocated equipment.

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 U S WEST Direct Training Charges associated with training U S WEST employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by U S WEST in that Central Office. This includes per diem charges (*i.e.*, expenses based upon effective U S WEST labor agreements), travel and lodging incurred by U S WEST employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 U S WEST shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that U S WEST may provide Virtual Collocation if U S WEST 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 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 U S WEST 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.

8.2.3.4 U S WEST will design the floor space within each Wire Center 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 U S WEST constructs the Collocated space, U S WEST will ensure that the necessary construction work (*e.g.*, racking, ducting and caging for Caged Physical Collocation) is performed pursuant to U S WEST 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 and is responsible for the installation, maintenance and repair of its transmission equipment located within the physically collocated space leased from U S WEST.

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.

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

8.2.3.9 If, during installation, U S WEST determines CLEC activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, U S WEST has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of U S WEST employees, interfere with the performance of U S WEST'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, U S WEST may perform such work and/or take action as is necessary to correct the condition at CLEC's expense.

8.2.3.10 All equipment placed will be subject to random audits conducted by U S WEST. These audits will determine whether the equipment meets the 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, U S WEST determines that the equipment or the installation does not meet U S WEST technical requirements, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, U S WEST may have the equipment removed or the condition corrected at CLEC's expense.

8.2.3.11 U S WEST 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 U S WEST 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 U S WEST space through a cage enclosure. U S WEST will construct the cage enclosure or CLEC may choose from U S WEST approved contractors to construct the cage in accordance with the technical publications listed below. All CLEC equipment placed will meet NEBS 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 agents at the site during all work activities.

8.2.3.13 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. 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 U S WEST Space Reclamation Policy, a price quote to rearrange U S WEST 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 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.

8.2.4.2 **Collocation Fiber Entrance Facilities.** U S WEST 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 U S WEST central office and a C-POI outside the central office where CLEC shall terminate its fiber-optic facility.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the Collocation Point of Interconnection (C-POI) outside U S WEST's Central Office. U S WEST 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 U S WEST 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 U S WEST 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.

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 U S WEST-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 U S WEST 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 U S WEST wire center. CLEC's fiber cable is spliced into a U S WEST provided shared fiber entrance cable in 12 fiber increments. The U S WEST 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 wire center. This option has the ability to serve multiple locations or pieces of equipment within

the office. This option provides maximum flexibility in distributing fibers within the central office 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 -- U S WEST will place a CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the wire center must meet fire rating requirements. If the CLEC provided cable does not meet fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the U S WEST office 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 U S WEST 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 Section 17 of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.

8.2.4.6 Dual entry into a U S WEST Wire Center will be provided only when two entry points pre-exist and duct space is available. U S WEST will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If U S WEST requires a 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 U S WEST tariffed or cataloged Private Line or Switched Access services between its wire center and its Collocation space in a U S WEST 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 U S WEST 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 U S WEST Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where U S WEST 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 U S WEST terminations on the Interconnection Distribution Frame will be given a frame address. U S WEST will establish and maintain frame address records for U S WEST terminations. U S WEST will maintain assignment records for each unbundled network element and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. U S WEST 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 U S WEST incurring building or frame additions other than the ICDF, construction charges will apply.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 U S WEST 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 U S WEST 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 U S WEST 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.

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 the 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 U S WEST 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' U S WEST 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 U S WEST network is of sufficient length to require regeneration.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in Section 9, 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 are purchased by a CLEC to connect their Caged or Cageless Collocation to the ICDF for the purpose of accessing unbundled network elements. This element includes U S WEST's provided termination blocks, installation labor between the CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by the CLEC or at their request. U S WEST will provide cabling at an additional charge. When U S WEST 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.

B) 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 U S WEST.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the U S WEST Central Office for the purpose of Collocation. Charges are assessed per CLEC employee, per card 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 U S WEST 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 U S WEST Wire Centers are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per port basis in accordance with Exhibit A.

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. U S WEST 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 U S WEST personnel on a metropolitan service area basis provided by the vendor of the CLEC's virtually collocated equipment when that equipment is different from U S WEST-provided equipment. U S WEST will require three U S WEST employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of U S WEST, trained employees are relocated, retired, or are no longer available, U S WEST will not require CLEC to provide training for additional U S WEST 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 U S WEST Wire Center 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 U S WEST approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with U S WEST's installation Technical Publication 77350. Pricing for the Space Construction and Site Preparation is described in Exhibit A.

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); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of U S WEST Wire Center 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 -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.

8.3.3.4 Collocation Grounding Charge. Used to connect the central office 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 Section 9, and the Security charge, described in the following paragraph.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in Section 3.1 of this Agreement before submitting a Collocation Order Form and Quote Preparation Fee (QPF) to U S WEST.

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 Collocation Order Form. 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.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Upon receipt of a Collocation Order Form and QPF, U S WEST will perform a feasibility study to determine if adequate space can be found for the placement of CLEC's equipment within the Central Office. The feasibility study will be completed within seven (7) calendar days of receipt of the QPF. If space is available, U S WEST 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. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment, will be processed within ten business days.

8.4.2.2 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, 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, U S WEST will complete the installation within ninety (90) calendar days from receipt of CLEC's equipment. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with CLEC on an individual case basis. The installation of line cards and other minor modifications shall be performed by U S WEST on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Upon receipt of a Collocation Order Form and QPF, U S WEST will perform a feasibility study to determine if adequate space and power can be found for the placement and operation of CLEC's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, U S WEST will develop a quote for the supporting structure within 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. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by U S WEST 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) 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.

8.4.3.2 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) 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.

8.4.4 Ordering - Interconnection Distribution Frame Collocation

8.4.4.1 CLEC shall submit an ICDF Collocation Order Form to U S WEST. The ICDF Collocation Order Form 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 U S WEST on behalf of CLEC. Such forecasts shall be used by U S WEST 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 U S WEST Central Office.

8.4.4.2 Upon receipt of an ICDF Collocation Order Form, U S WEST will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, U S WEST will make ICDFs available within ninety (90) calendar days of verification.

8.4.4.3 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.

8.5 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, U S WEST will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and U S WEST, and U S WEST has received the final 50% balance, CLEC may begin submitting service order requests for U S WEST transport services and/or UNEs or ancillary services.

8.5.1.2 In the event U S WEST 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), U S WEST will bill an adjusted amount of the remaining nonrecurring balance, and 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, U S WEST will request the balance due minus the dollar amount specific to this work activity, and begin billing the monthly recurring rent charge. Once the CLEC has completed fiber placement,

the CLEC can request U S WEST to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, the CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a U S WEST 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 U S WEST 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 Upon completion of the construction activities and payment of the remaining nonrecurring charge, U S WEST will turn over access to the space and provide security access to the Wire Center. 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. 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, U S WEST will complete 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 U S WEST or a U S WEST authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, CLEC is responsible for transportation and delivery of maintenance spares to U S WEST at the Wire Center 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. Additionally, CLEC is required to provide its own tools for such operations.

***US WEST Collocation Products and Policies
Resource Guide***

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Collocation Products and Policies

Collocation allows for the placing of telecommunications equipment within U S WEST's Central Office for the purpose of accessing UNEs and/or terminating EAS/Local and ancillary traffic. The telecommunications equipment can be either owned by the Co-Provider or in the case of virtual collocation - leased back to U S WEST.

Virtual Collocation

Virtual collocation allows for the placement of a Co-Providers telecommunication equipment in a U S WEST central office for the purpose of interconnecting with the U S WEST network and associated unbundled elements. Upon the initial request, U S WEST will perform a feasibility study to determine if room is available within the central office. The Co-Provider is responsible for the procurement of its own telecommunications equipment which U S WEST installs and maintains. The Co-Provider does not have physical access to its telecommunications equipment in the U S WEST central office but will be granted access to an appropriate cross-connect device or InterConnect Distributing Frame (ICDF) for the purpose of making cross connections it may require for access to U S WEST UNEs or to perform trouble isolation.

Caged Physical Collocation

Caged Physical Collocation allows a Co-Provider to lease caged floor space in square foot increments, up to a maximum of 400 square feet, for placement of its telecommunications equipment within U S WEST's Central Office for the purpose of interconnecting with U S WEST finished services or UNEs. Requests for space in excess of 400 square feet will be considered on an individual case basis. CLEC will have access to its collocated equipment twenty-four (24) hours a day, seven (7) days a week. The Co-Provider is responsible for the procurement, installation and on-going maintenance of its telecommunications equipment as well as the cross connections required at the appropriate cross-connect device or InterConnect Distributing Frame (ICDF) for the purpose of making cross connections it may require for access to U S WEST UNEs or to perform trouble isolation.

InterConnect Tie Pair (ITP)

The Interconnect Tie Pair or ITP is the connection between the ICDF appropriate **cross connect device** and the U S WEST Main Distribution and/or COSMIC frame. The ITP replaces the Enhanced Interconnection Channel Termination (EICT) and will be applied when an order is provisioned connecting an unbundled network element to a Co-Provider's telecommunication equipment.

The cost of the ITP depends on the type of ICDF requested, shared or dedicated. The ITP for a shared ICDF is inherently shorter than an ITP connecting a dedicated ICDF to the U S WEST Main Distribution and/or COSMIC frame and would consequently cost less.

Configuration Options

A demarcation point is needed to clearly mark the juncture of facilities owned by the collocator and facilities owned by U S WEST. U S WEST will provide a connection between unbundled network elements and ancillary services and the demarcation point. This is an Interconnection Tie Pair (ITP). At the CLEC's discretion, the demarcation point may be:

- Shared Access: at a U S WEST-provided shared or dedicated Interconnection Distribution Frame (ICDF) if collocator elects to use ICDF Collocation to combine UNEs; or
- Direct Connection: at a collocator-provided termination point located in the collocator's Virtual or Physical Collocation Space; or
- at another demarcation point mutually-agreed to by the parties.

Shared Access

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:

- Existing Interconnection Distributing Frame (ICDF).
- Existing DSX Panels for DS-1 and DS-3 services
- New Interconnection Distributing Frame
- Existing Toll Frame

The ICDF is the test access point. It would not be uncommon to find multiple service providers, including U S WEST, on the ICDF at any one time.

Direct Connection

Direct Connection provides an uninterrupted path from the collocation space to an existing frame. The collocator may order and install the termination equipment themselves, or they may chose to have U S WEST install it. If the collocator chooses to self-install the demarcation equipment, the specifics must be noted on the collocation form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If U S WEST installs the termination equipment, U S WEST will maintain, and inventory this device.

The collocator'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.

If a collocator 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). Since modular SMDFs are engineered for short jumpers, MELD@ runs will be required for the initial COSMIC@ job and for each subsequent block addition job. A 5-year forecast of terminations is necessary.

Costs for all installation activities will be listed on the quote.

Direct Connection can be ordered on the Collocation Order Form. U S WEST-provided low-profile conventional frame hardware, either single or double sided, can be specified, as can suitable modular hardware, i.e. Mini-COSMICs@.

A Quote Preparation Fee (QPF) will apply.

Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis.

Cageless Physical Collocation

Cageless Physical collocation offers a non-caged area within the U S WEST Central Office in which Co-Providers can place and maintain their own transmission equipment for the purpose of interconnection with U S WEST Unbundled Network Elements. Unlike the minimum 100 square foot space requirements of Physical Collocation, space will be provided in single frame bay increments, 26" wide and 7' tall which will require 9 square feet of floor space per bay. The Co-Provider is responsible for the delivery and placement of their own bays in a Cageless Physical collocation arrangement. U S WEST will however, accept applications where the Co-Provider requests U S WEST to order and install the bays on the Co-Provider's behalf. The additional cost for the bay and labor to install it will be added to the collocation quote.

Cageless Physical requests for multiple equipment bays will be provided in adjacent space where available. Where contiguous bay space is not available, bays may be co-mingled with U S WEST or other Co-Provider equipment bays. Co-Providers may request a price quote to rearrange U S WEST equipment in order to provide the Co-Provider with adjacent space. If circuit rolls are required in order to make room for a Cageless Physical arrangement, a charge will be assessed for the circuit rolls on a "per circuit" basis. Circuit rearrangements, conducted by U S WEST, must be completed prior to the Co-Provider installing their equipment bays.

Co-Providers with approved Interconnection Agreements will have access to the U S WEST Central Office for the purpose of installing, maintaining and combining their collocated equipment with U S WEST Unbundled Network Elements (UNEs) within the Cageless Physical space. Access is pursuant to U S WEST's policy on Central Office Access.

Cageless Physical Collocation is offered pursuant to the Co-Provider's Interconnection Agreement. If said agreement does not contain language specifically defining Cageless Physical Collocation, the Co-Provider must amend their current contract. The amendment must be approved by the same state commission as was the initial Interconnection Agreement. In order to avoid any delays while waiting for commission approval, U S WEST will start to work the Cageless Physical Collocation requests upon signature of both parties. Once signed, the request will be processed under the "Parallel Process". Notification of the Parallel Process was recently distributed as the first in a series of Collocation Bulletins. Access to the Cageless Physical Collocation space will not be granted nor can a service order be submitted prior to commission approval.

When the Co-Provider requests Cageless Physical Collocation the Account manager must notify the U S WEST Interconnection Negotiating Team. A U S WEST Negotiator will then contact the Co-Provider to execute the amendment and the Letter of Authorization.

The standard installation interval for Cageless Physical Collocation is 90 days unless otherwise specified in the Co-Provider's interconnection agreement. This Cageless Physical Collocation interval is driven by space and power availability.

¹Space availability is defined as vacant space within a U S WEST central office equipment area that is collocation qualified. If equipment and/or circuit moves are required in order to allocate space, to fulfill the collocation request, this work activity will delay the standard construction interval.

¹Power availability is defined as - 48v DC power capacity at the existing power plant and, if used, a Battery Distribution Fuse Bay (BDFB) must exist within 80 feet of the Cageless Physical space. If within 80 feet, the BDFB must also have reserved termination capacity.

1 In those instances where power is not available, the placement of battery strings, rectifiers, power plant or diesel generators may be required. If so, this additional work will require additional time to complete the build-out. Refer to the following table:

Rectifier or BDFB	90 days construction time frame
Battery String	120 day construction time frame
Power Plant 1 Battery String 2 Rectifier 3 Controllers 4 Distribution Boards	180 day construction time frame
Diesel Generator	240 day construction time frame

U S WEST will review the security requirements, including issuing keys, ID cards, and explaining the access control processes. All CLEC approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.

U S WEST shall provide access to collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

Shared Space Caged Physical Collocation

U S WEST is announcing the addition of a Shared Space Caged Physical Collocation option to its existing Physical Collocation product line.

Shared Space Caged Physical Collocation is the physical sharing of a Caged Physical Collocation space. The decision/option to share a Caged Physical Collocation space is at the sole discretion of the Co-Provider who was the original occupant and from here on referred to as the "original collocator".

The Co-Provider seeking to share space with the original collocator, from here on referred to as the "secondary collocator", is responsible for any non-recurring and recurring costs associated with a Share Space Caged Physical Collocation arrangement including separate entrance facilities, power requirements and usage and terminations provided by U S WEST.

Co-Providers with approved Interconnection Agreements have access to the U S WEST Central Office for the purpose of installing, maintaining and combining their telecommunications equipment with U S WEST Unbundled Network Elements (UNEs) or other Co-Provider's telecommunications equipment. Access to Share Space Caged Physical Collocation is pursuant to U S WEST's policy on Central Office Access. The State Interconnect Manager will review this document with the secondary collocator prior to issuing the keys and/or cards required for access to the U S WEST central office.

When either Co-Provider requests Shared Space Caged Physical Collocation the Account Team representative must notify the U S WEST Interconnection Negotiating Team. A U S WEST Negotiator will then contact the Co-Provider to execute the amendment. Each Co-Provider must amend their Interconnection Agreement and then have that amendment approved by the same state commission as was the initial Interconnection Agreement. In order to minimize delays while waiting for commission approval, U S WEST will parallel process the Shared Space Caged Physical Collocation application pursuant to the Parallel Process notification the was recently distributed as the first in a series of Collocation Bulletins.

When requesting Shared Space Caged Physical Collocation, the secondary collocator is responsible for negotiating an agreement for the space with the original Co-Provider of record. U S WEST will not accept the application requesting this form of Physical Collocation unless the secondary collocator provides a Letter of Authorization (LOA) from the original collocator.

General Information on Shared Space Caged Physical Collocation

To avoid concerns over warehousing and benefiting from such a practice, the original collocator can only charge the secondary collocator a recurring rate that is equal to or less than the "per square foot" rate U S WEST is currently charging the original tenant under the existing lease. If the original collocator charges the secondary collocator a non-recurring charge for the space they occupy, within the caged enclosure, that non-recurring charge shall not exceed the amount paid by the original collocator. During feasibility, U S WEST will communicate the recurring and nonrecurring amounts to the secondary collocator.

The decision to establish Shared Space Caged Physical Collocation is based on a common agreement between two Co-Providers and is pursuant to the amendment. U S WEST will be indemnified from any liability or disputes associated with Shared Space Caged Physical Collocation. The original collocator assumes all responsibility for the construction project and any

damage that may occur during the placement of the secondary collocator's telecommunication equipment.

Each Co-Provider's telecommunication equipment will have its own unique CLLI code for delineating the telecommunication equipment within the shared space. Requests for terminations to the appropriate cross connect device or InterConnect Distributing Frame (ICDF) also are unique to each Co-Provider.

Security - The secondary collocator will be required to comply with current U S WEST policies concerning central office access and security. Access cards will be issued to each Co-Provider representative and will be enforced under the same process that the original collocator received approval.

U S WEST will review the security requirements, including issuing keys, ID cards, and explaining the access control processes. All CLEC approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.

U S WEST shall provide access to collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

Rate Elements Applicable to the Secondary Collocator

Non-Recurring

- 1 Entrance Facilities (if applicable)
- 2 Power requirements
- 3 Terminations - Collocation to appropriate cross connect device or ICDF

Recurring

- 1 Entrance Facilities (if applicable)
- 2 Power usage
- 3 Terminations and EICTs - as ordered

Intervals

The standard interval for Shared Space Caged Physical Collocation is 90 days but can be influenced by power availability.

1 Power availability is defined as - 48v DC power capacity at the existing power plant and, if used, a Battery Distribution Fuse Bay (BDFB) must exist within 80 feet of the Shared Space Caged Physical Collocation space. If within 80 feet, the BDFB must also have enough reserved termination capacity to satisfy the Co-Provider's request.

1 In those instances where power is not available, the placement of at least the following may be required: battery strings, rectifiers, power plant or diesel generators. may be required. If more activity is required, so, this additional work will require additional time to complete the build-out. Refer to the following table:

Rectifier or BDFB	90 days construction time frame
Battery String	120 day construction time frame
Power Plant 1 Battery String 2 Rectifier 3 Controllers 4 Distribution Boards	180 day construction time frame
Diesel Generator	240 day construction time frame

ICDF Collocation

Where Co-Providers do not require their equipment to be placed in a U S WEST Central Office, but want only to combine U S WEST Unbundled Network Elements, InterConnection Distribution Frame (ICDF) Collocation is now available. ICDF collocation simply stated is capacity on an ICDF or equivalent in the U S WEST central office.

If specific language is not contained within a Co-Provider's Interconnection Agreement defining ICDF Collocation, the Account Team representative must notify the U S WEST Interconnection Negotiating Team. A U S WEST Negotiator will then contact the Co-Provider to execute an amendment. The Co-Provider must amend their Interconnection Agreement and have that amendment approved by the same state commission as was the original Interconnection Agreement. In order to avoid delays while waiting for commission approval, U S WEST will parallel process the ICDF Collocation application if requested by the Co-Provider. Notification of the Parallel Process was recently distributed as a Collocation Bulletin.

Upon receipt of a Collocation Application Form requesting ICDF Collocation and Quote Preparation Fee, U S WEST will verify if ICDF capacity is available within the Central Office. Verification of ICDF capacity will be completed within 5 business days. U S WEST will develop a cost quotation for the collocation within an additional 25 business days from verification. The Co-Provider has 30 day to respond back to U S WEST with a 50% down payment. Once 50% of the quoted non-recurring charges are received, U S WEST will begin provisioning the collocation per the Co-Providers request.

In those Central Offices where an ICDF is not readily available, U S WEST will establish the ICDF within 90 days on receipt of the 50% down. The remaining balance is due upon completion and access will not be granted until balance is paid in full.

Interconnection Tie Pairs (ITP) are required to connect the ICDF to various frames within the Central Office for access to unbundled elements. The cost for the ITPs are recovered through recurring monthly charges and depend on the ICDF type requested - either shared or dedicated. ITP cables are ordered from U S WEST in the following increments:

- 1DSO- Per 100 pair
- 2DS1- 56 pair per 28 channels
- 3DS3- 2 coax per termination

U S WEST will review the security requirements, including issuing keys, ID cards, and explaining the access control processes. All CLEC approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.

U S WEST shall provide access to collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Central Office on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

At no time will finished services terminate to ICDF collocation or be combined with UNE's unless done in a Co-Provider's telecommunications equipment.

Combining Co-Providers equipment with U S WEST UNEs

ICDF collocations provides a single point where all U S WEST unbundled elements and Co-Provider equipment are terminated within the U S WEST Central Office.

Co-Providers must provide forecast information for all ICDF collocation terminations. The forecast is included as part of the Collocation order form and will be used to pre-provision the necessary ITPs from the ICDF collocation to U S WEST distribution frames. All terminations on the ICDF Frame will have a frame address. The Co-Provider is responsible for keeping inventory of the combined elements in ICDF collocation.

U S WEST will assign and maintain the frame address records for unbundled elements and provide the Point Of Interface (POI) assignment to the Co-Provider. The Co-Provider is responsible for physically connecting the POI of one unbundled element to the POI of another unbundled element at the ICDF.

ICDF Collocation Billing Elements

The following recurring and nonrecurring charges are used to develop a price quotation in support of Cageless Physical Collocation:

1A non-recurring charge will apply for the reservation and use of the capacity on the horizontal side of the ICDF frame in the ICDF collocation scenario. Vertical terminations are not required but are stranded in this collocation arrangement. The Co-Carrier's commitment to using this collocation arrangement is strictly capacity for unbundled element terminations.

1Cable Racking- A nonrecurring charge for providing cable racking that is necessary when a Co-Provider elects to provide their own tie cables that are to be placed from their collocated equipment to the ICDF Frame. A recurring monthly charge for maintenance also applies.

1Interconnect Tie Pairs (ITP) Per Block- A recurring charge for the tie cables required to be placed between a ICDF collocation and various frame locations within the U S WEST Central office for access to Unbundled Network Elements. These termination must be ordered in the following increments:

- 1DSO- 100 pair increments
- 2DS1- 56 pair per 28 channel increments
- 3DS3- 2 coax per termination

1Base Rent- A recurring monthly charge for space required by the ICDF frame.

1A non-recurring charge will apply if additional lighting is placed as a result of the ICDF collocation request.

Entrance Facility Options

To provide greater flexibility for our customers, U S WEST is pleased to announce two new Entrance Facilities options. These two new options are in addition to the standard shared entrance facility that is currently offered.

The Collocation Entrance Facility is used to connect a Co-Provider's network with their collocated equipment through a Caged or Cageless Physical or Virtual Collocation arrangement with U S WEST. The Co-Provider is required to meet U S WEST at the Point Of Interconnection (POI) utility hole outside of the U S WEST Central Office with their fiber cable. U S WEST then splices their fibers, in increments of 12 fibers, to a U S WEST shared entrance fiber cable. The shared fiber entrance cable is terminated on a Fiber Distribution Panel (FDP) within the Central Office. From the FDP, individual fiber jumpers are then routed to the Co-Provider's collocated equipment.

At time of application, customers will choose their Collocation Entrance Facility option by specifying their preferred option in the "Remarks" section of the Collocation Order Form. The processing of an application for one of these new options will follow the normal collocation feasibility and quote process.

These new Entrance Facilities are offered pursuant to the Co-Provider's Interconnection Agreement. If said agreement does not contain language specifically defining the two new options, the Co-Provider must amend their current contract. The amendment must be approved by the same state commission as was the initial Interconnection Agreement and should be initiated by the Co-Provider's Account Team representative.

When the Co-Provider requests one of the new entrance facility options, the Account Manager must notify the U S WEST Interconnection Negotiating Team. A U S WEST negotiator will then contact the Co-Provider to execute the amendment. U S WEST will parallel process these applications while the amendment is awaiting commission approval. All options will be integrated into the Phase II template.

In certain instances, the Co-Provider may choose to lease innerduct from U S WEST in lieu of placing their own infrastructure. In this scenario, the Co-Provider's fiber optic cable must extend through the POI utility hole prior to entering the U S WEST central office via utility hole zero.

The following options for Collocation Entrance Facilities are now available.

**Option 1 - Standard Collocation Entrance Facility
(See Drawing "Option 1")**

The Standard Collocation Entrance Facility utilizes a shared 72-strand Outside Plant (OSP) fiber cable that is constructed by U S WEST from the designated POI to a FDP within the Central Office. The OSP fiber cable is spliced into a fire rated central office cable at a transition splice within the Fiber Splice Facility, which is either the cable vault or a designated fiber splice point. The FDP provides U S WEST with test access and connection between the entrance fiber and a CO-Provider's collocated equipment.

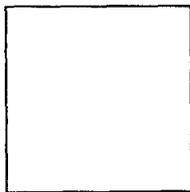
U S WEST will splice their fibers (in increments of 12) to a shared fiber entrance facility provided by U S WEST. The shared fiber entrance is terminated on a single FDP within the Central Office. From the FDP, individual fiber jumpers are then routed to the Co-Provider's collocated space and/or equipment. This option provides the ability to go only to one location within the central office. If additional locations are requested within the same Central Office, the Co-Provider will have the option to either establish tie cables or request Option 2, below.

Key Points

- 1 A splice will be required in the POI hole and at the transition splice location.
- 2 Utilizes minimum number of connections - only two splice points, at the POI and at the transition splice location.
- 3 Uses a standard shared fiber entrance.
- 4 Provides full testing capability.
- 5 Increments of 12 fiber cables will be dedicated to a single Co-Provider location from a single FDP.

Billing Elements

- 1 Entrance facility at Standard Price, including:
- 2 Shared POI
- 3 Shared Fiber Entrance Cable
- 4 Shared Innerduct
- 5 Shared Transition Splice
- 6 Shared FDP termination - one FDP
- 7 Dedicated Fiber from FDP to Co-Provider Equipment
- 8 Shared Fiber Protection



Option 2- (Cross-Connect Option)

See Drawing "Option 2"

Option 2 also will use the same shared fiber as that used for Option 1, a shared 72-strand OSP fiber entrance cable spliced into a fire-rated Central Office cable at a transition splice. With the cross connect option, two FDPs are required. The entrance fiber cable terminates on the first FDP and provides test access and flexibility for cross connection to the second FDP, where the Co-Provider's various equipment is terminated within the Central Office.

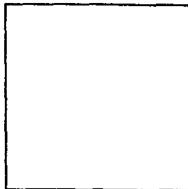
Option 2 has the ability to serve multiple locations or pieces of equipment within the office, which readily supports Virtual, Cageless or Caged Physical Collocation. This option also supports transitions from one form of Collocation to another.

Key Points

- 1 A splice will be required in the POI hole and at the transition splice location.
- 2 A termination is required on two FDPs.
- 3 The fiber serving the Co-Provider's equipment is terminated on a second FDP.
- 4 A fiber jumper is required between the two FDPs and placed by U S WEST.
- 5 Uses a standard shared fiber entrance.
- 6 Has full testing capability at the first FDP (FDP - 1).
- 7 Has capability to serve multiple collocations within a Central Office.
- 8 From FDP - 1, the Co-Provider may choose either a 4 or 12 strand fiber cable to be placed and dedicated to each single collocation.

Billing Elements

- 1 Entrance facility at Standard Price, including:
- 2 Shared POI
- 3 Shared Fiber Entrance Cable
- 4 Shared Innerduct
- 5 Shared Transition Splice
- 6 Shared FDP termination - FDP-1
- 7 Shared FDP equipment terminations - FDP-2
- 8 Fiber Jumpers
- 9 Dedicated Fiber from FDP to Co Provider Equipment
- 10 Shared Fiber Protection



Option 3 - (Express Fiber Entrance)
See Drawing "Option 3"

Option 3, when chosen, can come in two different architectures. The first would be when a Co-Provider places their own infrastructure within close proximity of the POI hole and then extends conduit between the Co-Provider's utility hole and the POI hole which was placed by U S WEST for the purpose of local interconnection. The second scenario has the Co-Provider leasing innerduct in lieu of placing their own infrastructure

With Option 3, if the Co-provider provides U S WEST with a fire-rated cable, U S WEST will extend their fiber cable from the POI hole directly to the Collocation area. If the entrance cable is not fire-rated, a transition splice will be required to convert to fire-rated cable for extension to the Collocation area. U S WEST will provide the fire-rated cable as part of the Collocation quote.

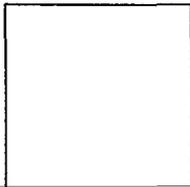
The available structure (conduit and innerduct) between the POI and the Central Office Vault is a very limited resource. Therefore, Option 3 will not utilize the U S WEST shared entrance facility as described in Options 1 and 2. Because the available structure (conduit and innerduct) between the POI and the Central Office vault is a very limited resource, there may be limited availability of this option. In order for Option 3 to be available, spare structure must exist, along with additional capacity to support emergency restoration for copper and fiber and shared entrance for future Collocation requests. If the Co-Provider chooses Option 3, and no spare structure exists, they will be quoted a charge for the incremental replacement cost of the structural elements (conduit and innerduct) as part of their quoted charges for Collocation.

Key Points

- 1 This option utilizes a dedicated entrance cable.
- 2 There are minimal points of failure
- 3 There is no flexibility to take the fiber cable to multiple locations within a CO.
- 4 The only test access capability that exists is the termination point at the Co-Provider's equipment.
- 5 The Co-Provider has all administration and assignment responsibilities of the Entrance Facility.

Billing Elements

- 1 Entrance facility utilizing ICB pricing for:
- 2 Shared POI
- 3 Dedicated Innerduct
- 4 Dedicated Transition Splice to Fire-rated Cable, if needed
- 5 Dedicated Fiber to Co-Provider Collocation Area
- 6 Shared Fiber Protection
- 7 Engineering and Labor for cable placement



Collocation Policy Announcements

Out of Space Policy

- U S WEST is implementing this policy earlier than required by the FCC's rules and regulations in an effort to improve and clarify communications with our Co-Providers and state commissions.
- Effective May 10, 1999, U S WEST will implement the following process when it is determined that a specific request for collocation is denied due to space limitations within a U S WEST central office.
- At the conclusion of the detailed process identified below, U S WEST will provide the appropriate documentation to the state commission through the State Regulatory Attorney or State Regulatory Director. This process will be completed within a practical period of time.
- The Co-Provider will be supplied the information provided to the commission if requested via their Account Team representative and communicated in writing to the IAC for documentation.

1Stage #1 (Day1-4)

If, during the feasibility process, the Common Systems Planning and Engineering Center (CSPEC) Collocation Planner determines that U S WEST is unable to meet a Co-Provider's application/request for any type of collocation or space size, the CSPEC Collocation Planner will communicate and review their findings with the Collocation Single Point of Contact (SPOC). The SPOC will pull the CSPEC drawings and re-verify space availability. If the SPOC verifies the "Out of Space" condition, the CSPEC Collocation Planner will review the CSPEC drawing to see if space exists for alternate forms of collocation. Any alternate form of collocation available will then be indicated on the drawings by the Planner and a package prepared for the State Interconnect Manager (SICM.)

1Stage #2 (Days 5-7)

The SPOC will discuss the application with the State Interconnect Manager (SICM) who will conduct a field visit to the office in order to review and validate the Central Office Equipment Facilities Management (COEFM) database reflects the actual office layout. The SICM will verify the initial denial and determine if alternate types of collocation are available. The SICM will utilize the drawings and follow "SICM Procedures for Out of Space Walkthroughs". The SICM is encouraged to have the Central Office (CO) Supervisor or CO Technician accompany them during their visit. The goal of this step is to ensure accurate determination of availability up to and including potential removal of obsolete or non working equipment. The SICM will mark the drawings with their findings where they differ, and suggest resolution if possible, up to and including reclamation.

- **Stage #3 (Days 8-9)**
When the SPOC receives the SICM response for validation of an “Out of Space” Condition and proposed alternate solutions, the SPOC will prepare the appropriate final documentation package and forward it to the CSPEC Director for signature if the Out of Space Condition still exists. If space is found for the original requested collocation type and size, the original request information will be given back to the Collocation CSPEC Planner by the SPOC and a “Feasibility Yes” standard letter will be given to the IAC Project Manager by Day 9. If “Feasibility No” is the final determination for the original request, this information will be given to the IAC along with alternate solutions where available.
- **Stage #4 (Days 10)**
The IAC Project Manager will fax either a “Feasibility Yes” or “Feasibility No” standard letter to the Account Team representative by Day 10. It will be the responsibility of the Account Team representative to send a templated letter to the Co-Provider noting this information to ensure no miscommunication. The Account Team representative must notify the IAC of the date and time the letter was delivered to the customer. If requested, the Co-Provider will have the opportunity to tour the central office within 10 days but has up to 30 days to arrange the tour upon receipt of the “Feasibility No” letter. The Co-Provider will be supplied with same floor plan diagrams furnished to the commission. Prior to the Account Team representative issuing a copy of the floor plan to the Co-Provider, the Co-Provider must sign a confidentiality letter. Tour and documentation requests shall be made of the appropriate Account Team representative.
- **Stage #5 (Day 11-20)**
If the Co-Provider accepts a physical collocation alternative, U S WEST will consider the original order application met. Alternate types of collocation available to the Co-Provider’s original application must be responded to by the Co-Provider within 10 calendar days of the receipt of the IAC “Feasibility No” letter denying their original application. This short turnaround is necessary to continue processing their application for collocation on a timely basis and to not delay any other applicant’s request. Upon acceptance of a collocation alternative, the application will proceed in accordance with the intervals established in the Co-Provider’s interconnection agreement. The Quote Preparation Fee submitted for an original request will be applied automatically to any subsequent alternative requests accepted.

1Upon denial of the original collocation application, the Technical Regulatory Interconnect Planning (TRIP) Manager for Collocation will forward the appropriate documentation package including detailed floor plans and/or diagrams to the State Regulatory Attorney and State Regulatory Director simultaneously. This package should be sent each time a request is denied **even if an alternate form of collocation is accepted** by the Co-Provider. The State Regulatory Attorney and State Regulatory Director will provide the information to the commission in an appropriate manner, based upon the state commission’s requirements/preferences. Such information shall be classified as privileged and confidential.

1Should space be identified at a future date by the CSPEC Collocation Planner, the CSPEC Planner will follow-up on the original request by notifying the IAC of recent changes in availability. When the available space is identified, the IAC will notify the Account Team representative based on the date and time the original application was received and document the change in space on the "Space Availability" document. The Co-Provider will have 10 days to accept the available space or U S WEST will offer the space to the next Co-Provider in queue. These subsequent offerings and responses will be documented by the IAC Project Manager.

NOTE:

At no time in this Out of Space Process will the Account Team representative or the Co-Provider be contacted prior to Stage #4 due to the potential for correction or resolution of the original request. This process must be followed in order to comply with U S WEST's non-discrimination policy. It is imperative that the process be allowed to run its entire course to ensure we have exhausted all means to resolve Co-Provider requests for collocation.

Any changes and/or modifications to this policy will be communicated to the all U S WEST internal organizations by the Collocation Working Team.

Guidelines, Parameters and Timelines for Central Office Tours

U S WEST Communications, Inc. (U S WEST) provides central office tours to Co-Providers who may have been denied collocation space due to an "out of space" condition. U S WEST will provide tours to the Co-Provider upon request. The central office tour is conducted jointly and both companies are allowed business-related individuals. The tours will be arranged by the Co-Provider's Account Team representative through the U S WEST State Interconnection Manager (SICM). The tour will be conducted within 10 business days of the formal denial if requested by the Co-Provider or the Co-Provider can take up to 30 business days to arrange the tour.

The tours are intended to help the Co-Provider understand the out of space condition in the central office where a collocation application was denied. The tour is limited to Co-Provider representatives with direct business responsibilities. U S WEST reserves the right to have legal representation present if the Co-Provider brings a legal representative to the tour. To alleviate delays, the Co-Provider must inform U S WEST of legal representation or individuals with non-direct business responsibilities prior to the tour. Failure to notify U S WEST of these exception could result in a delay in tour schedule up to and including rescheduling or postponement.

Due to the sensitive nature of the digital switching equipment, special procedures must be followed when working in the U S WEST central office. Electrical interference, electro-static discharge and magnetic interference must be avoided when in this environment. The following is a list of parameters governing these central office tours:

1. Touching live circuitry is not allowed.
1. Smoking or any type of open flame is not allowed within the central office.
1. Security doors must be closed upon when entering or exiting the building or other parts of the building.
1. Cellular phones shall not be used while in the U S WEST central office.
1. Magnetic or electro-mechanical devices are not allowed in the U S WEST central office. Motorized devices shall not be allowed into the central office however in those instances where a motorized wheel chair is utilized by an individual, alternative arrangements will be made if U S WEST is notified in advance.
1. Recording devices are not allowed in an office where the Co-Provider has requested and is conducting a tour. This list includes but is not limited to video cameras, digital cameras or any other type of camera. Audio recording devices are also disallowed due to network security concerns as well as privacy concerns of U S WEST central office personnel, equipment and other parties conducting work within the central office. Open-toed shoes are not recommended due to wiring hazards, soldering irons, and overhead cable racking installations and other hazards that may be present within the central office. All individuals shall be observant of these possible hazards when touring or working in the central office.
1. U S WEST suggests casual clothing and sturdy footwear for those individuals wishing to tour the cable vault, power room or other areas in the office where climbing may be required in order to gain access to some areas.
1. Some areas of the central office, such as power rooms and cable vaults and CEVs, can contain hazardous materials or combustible gases. It is imperative that individual touring the

central office understand and adhere to safety procedures while in these areas. Questions should be directed to the U S WEST representative present during the central office tour.

1. Visitors badges shall be worn by each individual while touring the U S WEST central office. A U S WEST representative shall escort the group touring the central office at all times.
1. Should any Americans with Disabilities Act provisions be needed for Co-Providers representatives (such as a manual wheelchair alternative), U S WEST will assist in whatever way we can. Knowing about such items before the tour will minimize delays.

Early Access to Collocation Space

In order for Co-Providers to place their collocated equipment more quickly, supporting their Ready for Service expectations, U S WEST is pleased to offer "Early Access" to Co-Providers. Early Access will be available with Caged or Cageless Physical Collocation. This new option will allow Co-Providers to begin their equipment installations when their collocation space is physically conditioned, but prior to when other supporting infrastructure work is completed by U S WEST.

Early Access will be offered when a Co-Provider requests access to their space prior to the "acceptance" date provided to them on their initial quote for Collocation. The Co-Provider must pay the remainder of the quoted non-recurring charges before Early Access is granted. The "Early Access" date will be negotiated by U S WEST and the Co-Provider on a site specific basis. All appropriate recurring charges will begin on the negotiated date.

Early Access will be coordinated between the Co-Provider, the U S WEST Product Manager, and the State Interconnection Manager (SICM), by central office location.

Early Access will be provided when the work space is conditioned for the physical placement of the Co-Provider's collocated equipment, and when working in such a space would meet all applicable state and federal safety laws and regulations. For Caged Physical Collocation, the enclosure must be complete before Early Access is granted.

The time interval between the Early Access date and the final "acceptance" date will be used by U S WEST to complete the remaining infrastructure required for the Collocation job. Some interference could occur with the Co-Provider's equipment installation due to possible Common Systems work and it should be understood that U S WEST will work with the Co-Provider as needed to coordinate the efforts of both parties. This work could include but is not limited to the following:

- 1 Placement of power cables and associated racking
- 2 Any necessary heating and air conditioning
- 3 Other miscellaneous types of infrastructure work

Providing the Co-Provider with Early Access to the collocation space does not negate U S WEST's responsibility to complete all work associated with the collocation quote by the committed Ready for Service date. The following conditions must be met before Early Access can be granted:

- 1 Vacant space, conditioned for the installation of transmission equipment, must be available in the Central Office.
- 2 Co-Provider employees, requiring access to the Central Office, must be approved by U S WEST Security and have a valid, U S WEST issued Identification Card.

3A card reader must be installed at the central office, or keys must be provided to each authorized Co-Provider's employee.

4A Method of Procedure (MOP) must be prepared by the Co-Provider detailing their activity during the Early Access period. The MOP must be submitted to the SICM, and approved by the U S WEST central office supervisor.

The State Interconnect Manager (SICM) will coordinate the work efforts between the Co-Providers, U S WEST installation vendors, Real Estate contractors, and U S WEST LNO (Local Network Personnel) to schedule access to the building. The Co-Provider will be expected to clean up the work area daily including the removal of all trash as part of this operation. The Collocation Order form will reflect the desire for Early Access to the space. Additional charges may be included as part of the quote for the extra coordination that will be required with this request.

Since the Collocation area will be under construction by U S WEST when Early Access is granted, certain items may not be available at the time. As an example, AC power may not be completed in the Co-Providers specific area. If the Co-Provider requires AC power for tools, the use of existing building AC outlets is acceptable upon approval by the U S WEST Central Office Manager and/or the SICM as a defined requirement in the MOP. In addition, an equipment staging area may not be available. If U S WEST has such an area in the Central Office, U S WEST will make it available to the Co-Provider subject to the same restrictions U S WEST imposes on its own employees and vendors.

It is U S WEST's policy to provide Co-Providers Early Access to their collocation space subject to the provisions and conditions stated above. Any additional costs incurred by U S WEST may be charged back to the Co-Provider per the terms and conditions as stated in the original collocation agreement.

48 Hour Pre-Application Review

Effective 1/1/99 U S WEST will implement a process to review collocation application forms within 48 hours of receipt. This is a voluntary step for the Co-Provider but if requested, the Co-Provider's Account Manager must contact Jennifer Brown in the IAC (303-707-7598) to set up the meeting. The purpose of this meeting will be to review the application form and ensure the application reflects the Co-Providers requirements such as power, terminations, and entrance facilities along with any other special requests.

The goal of this process is to avoid costly delays due to changes in the collocation request by reviewing the application details. In the past, these changes have caused U S WEST to extend the ready for service date past the original due date.

Groups represented at this meeting may include the following:

- 1 Co-Provider Engineers
- 2 Co-Provider Project Mangers
- 3 Co-Provider Order Writers
- 4 U S WEST Engineers (Common Systems & IOF)
- 5 U S WEST Project Manager (IAC)
- 6 U S WEST State Interconnect Manager
- 7 U S WEST Account Manager

The intent of this meeting is for the engineers from both companies to discuss the technical requirements around the Co-Provider's Collocation request. If the Co-Provider feels the need to

have legal representation present, U S WEST requests notification in order to have legal representation present. To reiterate, this meeting is voluntary and the Co-Provider must initiate this additional step with the Account Team. However, the Account Team should remind the Co-Provider of this process and the importance of requesting it.

U S WEST to Provide Equipment Cables

Effective immediately, U S WEST will offer the customer the option to have U S WEST provide the equipment cables required to connect the customer's central office equipment to the ICDF. This material should be ordered in conjunction with Co-Provider's initial Collocation request and noted in the remark section on the application. Alternatively, the Co-Provider may provide these cables as part of their collocation build-out. If ordered after the collocation request has been processed a change request will need to be submitted with a Quote Preparation Fee reflecting the requested changes/modifications. The customer may continue to provide this equipment cable as part of their Collocation build-out if they wish.

Standard state specific non-recurring rates have been developed for the equipment cable if provided by U S WEST. A standard recurring monthly charge for maintenance by state also applies. These charges will be included in the Collocation quote provided to the Co-Provider.

Co-Providers will be able to order equipment cable to ICDF terminations in the following increments.

- 1DSO - 100 pair increments
- 2DS1 - 56 pair per 28 channel increments
- 3DS3 - 2 coax per termination

Customers shall select this option by specifying in the Remarks Section of the Collocation order form "U S WEST provision of ICDF terminations per block". In the future the application form will be revised in order to make this request easier for the Co-provider.

U S WEST offers this option in order to accommodate Co-Provider's request and to simplify the Collocation build-out process. If the request for the equipment cable is made after the initial application has been submitted, it could lead to some delay in the Ready for Service date. Please refer to the following:

Re-issue of Equipment Cable Policy

If the request for the equipment cable is made subsequent to the initial application a change form and additional Quote Preparation Fee are required. Requesting the equipment cable after the initial application can result in a delay in the RFS date since additional engineering and material ordering will need to take place. However, if these changes are made during the optional pre-application meeting, a change form or QPF is not required nor will the RFS date be affected.

The following guidelines have been established to assist the Account Teams and our customers when submitting a change request to a collocation job that is in progress.

1 If an Interconnection Agreement specifies a 90 calendar day construction interval, the change form and additional QPF must be received by U S WEST prior to day 56 of the construct phase in order to avoid a delay in the RFS date.

2 If an Interconnection Agreement specifies a 45 calendar day construction interval, the change form and additional QPF must be received by U S WEST prior to day 12 of the construct phase in order to avoid a delay in the RFS date.

1 Change forms received after those days stated above will result in a 24-business day (approximately 5 week) delay to the committed RFS date. The table on page two documents U S WEST's need to extend the RFS date by 24 business days.

In Business Days:

Day 1	Account Executive (AE) receives change form and QPF from the Co-Provider.
Day 2	IAC receives change form AE, processes the change form and provides to the Engineering Point of Contact (EPOC).
Day 3-4	EPOC pulls package, recognizes cable lengths and submits order for the equipment cable via COEFM.
Day 5-6	Network Procurement Center (NPC) orders equipment cable based on information received from the EPOC.
Day 7-20	Equipment cable is delivered to the warehouse.
Day 21-24	Equipment cable is delivered to the central office and installed by U S WEST or contracted installation crew.

Collocation Inspection and Variance Notification

Effective immediately, U S WEST will implement the following process for "quality inspection variances" of Co-Provider collocated equipment prior to connecting to the U S WEST network.

Co-Providers must meet all appropriate U S WEST documented technical requirements before -48v DC power will be fused in order to serve the collocated equipment. To verify this, U S WEST will perform a quality control review of the Co-Provider installation on a random basis to ensure conformance to the network safety and fire and life safety requirements listed in the U S WEST Technical Publications. This is the same quality audit process U S WEST uses for its own vendors as stated in Technical Publication 77369. Observed deviations will be brought to the Quality Auditors immediate attention for review.

The State InterConnect Manager (SICM) will convene a meeting between all new Co-Provider vendors and the local Quality Auditor. Also, the SICM will convene a meeting between first Co-Provider to install a physical collocation in a central office and the local Quality Auditor.

Quality control inspections consist of verification of the correct installation of selected items that are critical to the safety of the network. This is not a verification of all jobs. The audit form will identify the areas of non-conformance and a time frame for correction. The items identified as "failed" must be corrected before the -48 volt DC power will be supplied to the collocation equipment.

The quality audit will be documented on FORM RG47-0145 showing the date of review, the Central Office, the Co-Provider, the inspector, and identify where the installation failed. Further documentation will identify if a physical inspection was done or if the installation was accepted without an inspection per Technical Publication 77369.

The quality auditor will forward the audit form to the Product Manager, Account Executive, Interconnection Availability Center and the State Interconnection Manager. The SICM will forward the form to the Co-Provider with the faults identified. Faults must be corrected before the space can be occupied. If not corrected, the -48 volt DC power will not be fused until the defect is corrected.

The Co-Provider will return a signed copy of the audit form to the SICM and the Account Executive certifying the faults have been corrected and the installation is ready for a re-inspection. The SICM will forward the form to the quality auditor to initiate the installation acceptance process identified above. Again, this inspection will follow the guidelines in Technical Publication 77369.

Co-Provider Security Access

The attached policy for obtaining ID Cards for new employees or contractors for Co- Providers was previously transmitted on Dec. 14, 1998. We have added a new section on how to handle security verification or renewal effective immediately.

Obtaining New U S WEST ID Cards for Co-Provider Security Access

1. Co-Provider submits order forms and completed "Employee Access" request list to State Interconnect Manager (SICM).
 1. SICM forwards the "Employee Access" request list to Corporate Security for a Social Security background check. (2 Days)
 1. Corporate Security notifies the SICM of "Cases Found".
 1. SICM notifies Co-Provider of Access Denied Cases.
 1. SICM sends Co-Provider the Security Agreement and a Collocation Building Access Request Form to be completed on each employee requesting access. This form identifies detail required to provide specific access to central offices for each employee based on hours, location, day, etc.
 1. Co-Provider completes all associated documentation and returns to the SICM.
 1. SICM signs the Building Access Request Forms and forwards, via facsimile, these forms to the respective Network Central Office Operations Director(s) for the State(s) requested. (2 days - each)
 1. Network Central Office Operations Director(s) reviews, approves and forwards signed documents to the SICM. (2 days - each)
 1. SICM verifies that forms are correctly and completely filled out and that they have the proper signatures for the access being requested. Network Element Security (NES) can be contacted by the SIMMs at 800-210-8169 if there are question about forms or approval requirements. If forms are completed correctly, SICM then sends approved forms back to Co-Provider.
 1. Co Provider distributes approved forms to employees to make appointment with Access Control Center for picture ID.
 1. Co-Provider employees call ACC, make appointment and visit ACC to have picture ID's taken and combined access card provided. Co-Provider must bring completed and properly approved forms with them to the ACC so ID cards can be issued.
 1. ACC issues ID and forwards approved form for ID activation to NES. (3 days)
-
1. If the forms received by NES are not correctly and completely filled out with the required information and approvals, NES **will not** activate the ID's for access. NES will return the incomplete forms to the respective SICM sponsoring the Co Provider requesting the access. The forms will have to be corrected and returned to NES who will then activate the cards accordingly.

When conducting work on the InterConnect Distribution Frame (ICDF) for both Caged and Cageless Physical Collocation, Co-Provider employees are unescorted.

When conducting work on U S WEST frames, Co-Provider employees should be escorted. Product Management has an agreement with Central Office Switching on these procedures.

Security Verification and Renewal Process

The Network Element Security organization will furnish a quarterly summary to the State Interconnect Managers for review of all authorized Co-Provider employees and contractors.

1. The SICM will have responsibility to review those expiring within the next 4 months and removal of those no longer requiring access.
1. SICM's will now have authority for renewal and removal in updating lists with the NES group.
1. In order to improve overall security, the NES work group will automatically remove those individuals whose dates expire unless notified otherwise by the SICM.

Cancellation of Collocation Jobs

Any request to cancel a collocation job must be in writing and forwarded by the Co-Provider to the Account Team. Upon receipt of the written cancellation, the Account Team must notify the IAC, SICM, and Product Management. Following this call, the Account Team representative must fax the written notification to the same groups.

Upon receipt of the cancellation, the IAC will review the Common Planning Document (CPD) and pull any work and the associated cost incurred up to and including the date of the written notice. At that point, the dollar amount from the CPD will be subtracted from the 50% down payment and the difference will be refunded back to the Co-Provider.

Collocation Completion Packages

Completion packages must be e-mailed to Barbara Jackman at bjjack4@uswest.com by the Account Team. Mailing or faxing of the completion forms, in the past, has led to delays in the building of the Co-Provider's ACTL information (11 digit CLLI code) into the IABS and EXACT databases. E-mailing this information will ensure timely receipt and entry of the ACTL information prior to the Co-Provider submitting service order requests. To the extent the Account Team has notice, Barbara requests that the ACTL information be forwarded to her at least two days prior to the Co-Provider submitting either ASR's or LSR's into U S WEST for elements to their collocation.

Issuance of ACTL Information

A Co-Provider has multiple options for feeding a collocation site. This memo addresses the ordering of Private Line Transport Services (PLTS) into a collocation in lieu of a Co-Provider placing their own fiber entrance facility. Before an order for a finished service will flow to downstream systems, the ACTL information has to be built into EXACT and IABS. In order to ensure the timely installation of the PLTS, U S WEST is making the following changes in the current process.

Day 10 - U S WEST will provide the ACTL information to the Co-Provider at the time of the kick-off meeting, usually around day 10 in the construct phase. The Co-Provider is instructed to include the ACTL information to U S WEST when submitting the order for PLTS.

Day 10 - U S WEST will advise the Co-Provider of the Ready for Service (RFS) date of the collocation build and ask the Co-Provider to request a due date for the PLTS within a week or two of the collocation RFS date. Understand the Co-Provider must have either a backboard of some type in the collocation space or a bay in which to mount the terminating equipment where the PLTS will reside. This can not be accomplished until the space is turned over to the Co-Provider so they can begin equipment installation.

Day 12 - Currently the SICM is providing information to the Account Team on all collocation requests. The information notes Customer name, BAN #, State and Central Office Location including name and CLLI information. We are recommending that the SICM concurrently provide the same information to Barbara Jackman so she can build the information into EXACT and IABS which will allow the order to flow to the downstream systems.

Day 90 - (Approximately) Collocation job is complete and the PLTS should be installed if the terminating bay or backboard is in place. Once the job is completed and the Co-Provider has submitted the final 50% payment and signed the completion package, IABS will begin the billing of the monthly recurring charges

Issuance of Early APOT

This policy is a clarification to the members of the Collocation Working Team, Account Team representatives and our Interconnection customers on issuance of early APOT.

- 1 The concept of "early APOT" was introduced in 1998 and was intended to give the Co-Provider the APOT 10 days prior to the collocation build-out or Ready for Service (RFS) date, hence the name "early APOT".
- 2 An additional requirement of "early APOT" is that the Co-Provider pays 100% of the remaining Non-Recurring charges to receive the information.
- 3 However, paying the remaining balance does not guarantee that the Co-Provider will receive this information prior to day 80 of a 90-day build-out interval.
- 4 Existing U S WEST processes require the F1 group to build the APOT into TIRKS no later than day 80. Therefore, it is outside of the existing process to expect the APOT information any earlier than day 80 of the collocation build-out.
- 5 This APOT information communication and delivery should not be confused with providing the ACTL CLLI code at Day 10 of the construct process only when the Co-Provider wants to order Finished Services in lieu of fiber entrance facilities to their collocation site. The ACTL information is required when placing an ASR for Finished Services to the collocation site.

If you have questions concerning this policy clarification, call Steve Nelson on 303-707-7201. Please share this information with our Interconnection customers as quickly as possible to avoid additional confusion.

Collocation to Collocation Equipment Cable Connections

If one Co-Provider desires interconnection with another Co-Provider within the same U S WEST central office, U S WEST is offering the following alternative.

Beginning immediately, a Co-Provider can submit a collocation applicable form and the applicable Quote Preparation Fee (QPF) to U S WEST requesting Interconnection between collocation spaces. Upon receipt, U S WEST will perform a feasibility study to assess the need for any additional overhead racking and sum the total footage of all racking required to get between the collocation sites. The charge for utilizing the overhead racking is billed to the Co-Provider on a non-recurring basis.

U S WEST will provide the Co-Provider with a list of U S WEST approved vendors and the Co-Provider will be responsible for coordinating the placement of the cable on the racking leased from U S WEST. The U S WEST approved contractor shall comply with all central office practices when placing the Co-Provider's equipment cable.

The Co-Provider is responsible for the following:

- 1 Issuing the application and submitting the QPF
- 2 Ordering and delivering the equipment cable to the central office
- 3 Contracting with a U S WEST approved vendor
- 4 Issuing, understanding and complying with the MOP
- 5 Installing the equipment cable on racking identified by U S WEST during feasibility
- 6 Installation of all termination blocks within each collocation site
- 7 Installation of any regeneration equipment required in their collocation site

The Co-Provider is also responsible for the end-to-end design of this connection of collocation elements to ensure that the resulting service meets their customer's needs. Depending on the distance parameters of the interconnection between the collocation sites, Regeneration may be required. If Regeneration is required the Co-Provider must order and install the Regeneration equipment at their expense. Depending on the overall length of the cable, Regeneration equipment may be required in both collocation sites.

This product is for interconnection of collocation sites only. Combinations of separate elements are addressed by the Combination Team.

The attached drawing depicts some of the scenarios that we may come across. If you have comments, questions or concerns call Steve Nelson for modifications to this document.

Collocation and Unbundled Loop Test Access Points

This memo is a clarification on the test points within U S WEST central offices where Collocation has been requested. The Co-Provider will have access to the test points, defined in this document and the attached drawings, for the purpose of testing and maintenance of the equipment cable terminations. Access is granted once the Physical Collocation build-out is complete and accepted by the Co-Provider. In those offices where a SPOT Frame, or equivalent, is placed the Co-Provider will have test access on a 24x7 basis.

The equipment cable is the cable that extends from a collocation area to some form of appropriate cross-connect device within the U S WEST central office. The equipment cable is provided by either the Co-Provider or, upon request and for a price, U S WEST. In either instance, test access points for the Co-Provider do not change. In many cases today this IDF is the SPOT Frame.

The ownership of the equipment cable is that of the Co-Provider even if U S WEST agrees to order and install the equipment cable as part of the initial collocation build-out. At no time does U S WEST assume neither ownership nor maintenance responsibilities for the equipment cable. Due to the ownership issue, the Co-Provider must have access to both termination points should any maintenance or troubles arise on the equipment cable itself.

The following drawings are intended to illustrate and clarify the test points in each of these scenarios:

- 1 Initial Collocation Build-Out
- 2 DS0 Level Services
- 3 DS1 Level Services
- 4 DS3 Level Services

Completion of Facility Build Out (Installation by U S WEST) Testing of the entrance facility

- 1 The responsibility to run the fiber jumpers is assigned to the CO vendor under the direction of the ICC.
- 2 The EPOC engineer has responsibility to engineer and order the fiber jumpers and to assign the fiber jumpers on a word document. This will also ensure the information is entered into TIRKS. This work will be part of the CO vendor installation package.
- 3 OSP has responsibility to test through both FDPs to ensure the fiber jumpers have been run properly, and through the transition splice, through manhole O, and through the POI splice.
- 4 OTDR readings must be submitted to the ICC upon completion of this phase of the Collocation build-out.
- 5 This function must be complete by day 85 of the construct phase for a standard order of 90 days.
- 6 In the event the Co Provider has not installed its cable in the POI prior to U S WEST turnover RFS date, the Co Provider should call the SICM to schedule splicing and subsequent connectivity test and turn-up.
- 7 After fiber is placed from the FDP to the collocation site, the CO vendor will ensure a test is also performed on this piece of fiber. If possible this should be done simultaneously with the OSP fiber testing portion of the job.

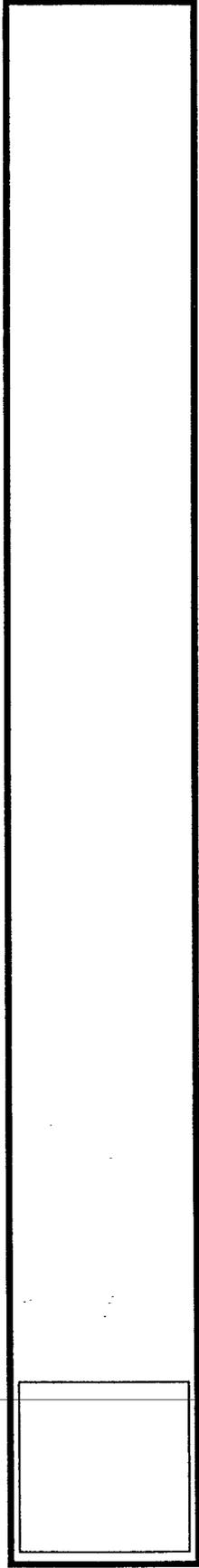
Testing of Co Providers Equipment Cable for physical collocation in the Central Office

1When the collocation site is turned over to the Co Provider as Ready for Service, it is turned over by a SICM notification. At this time, arrangements will be made to test the equipment cable, but no later than within 60 days of cage turnover because they have not terminated their end of the tie cable.

2The Co-Provider will test the equipment cable for continuity between their physical collocation site and the appropriate cross connect device termination in conjunction with the CO vendor. This may be at the SPOT frame, TMDF, or DSX1 or DSX3 termination.

3The SICM role is one of coordinating between the CO-PROVIDER and the installation vendor.

Co-Providers have access to the SPOT Frame today for testing and element combinations. If the Co-Provider is not satisfied with the extent of the testing that U S WEST performs or if the Co-Provider wants to verify their dial tone via some ANI testing, they can access the central office and conduct this additional testing themselves.

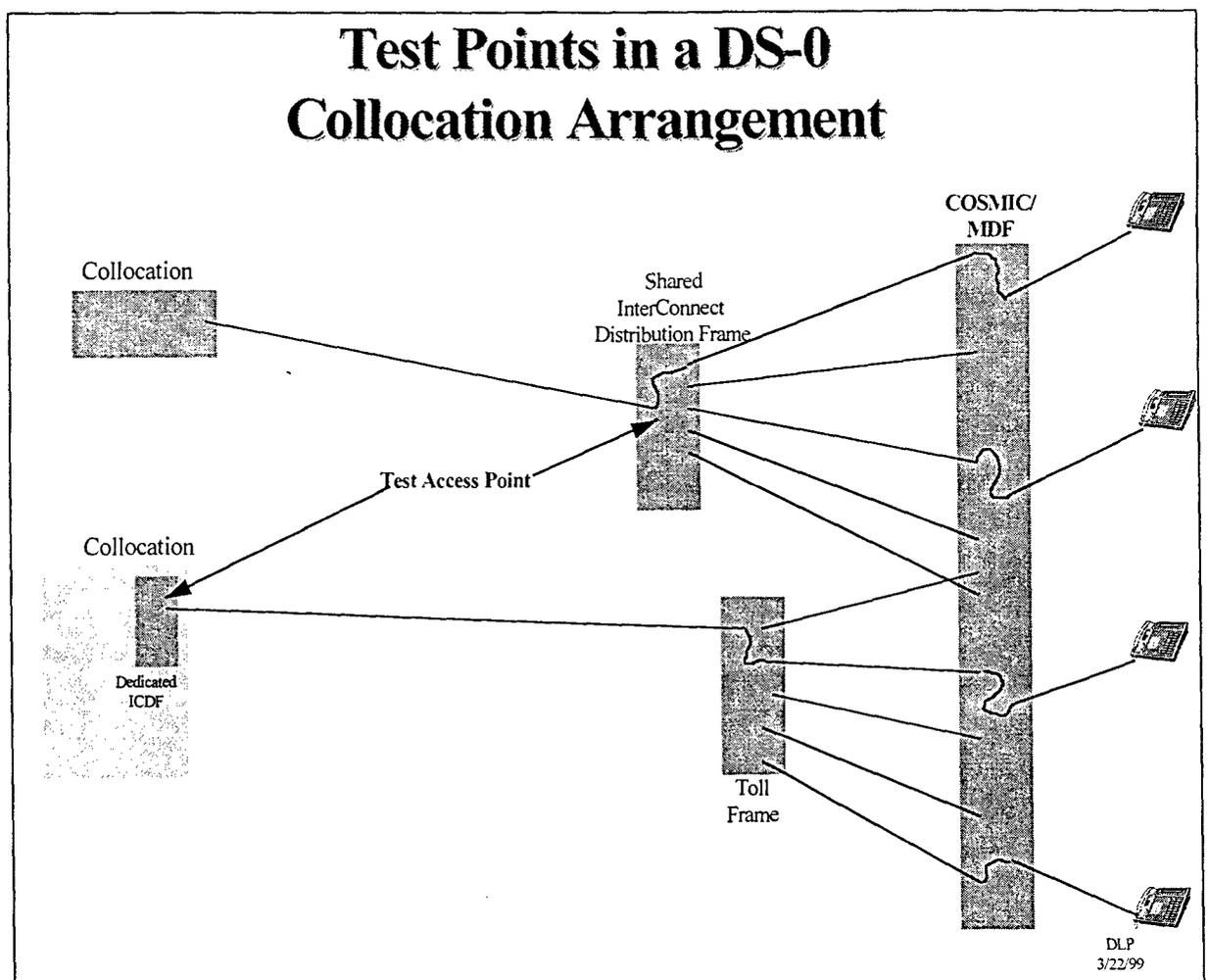


Testing of the Unbundled Element

We have processes in place today to test the unbundled elements as they are ordered, provisioned and installed. Technical parameters are documented in Tech Pub 77384.

Test Point(s) at a DS-0 Level

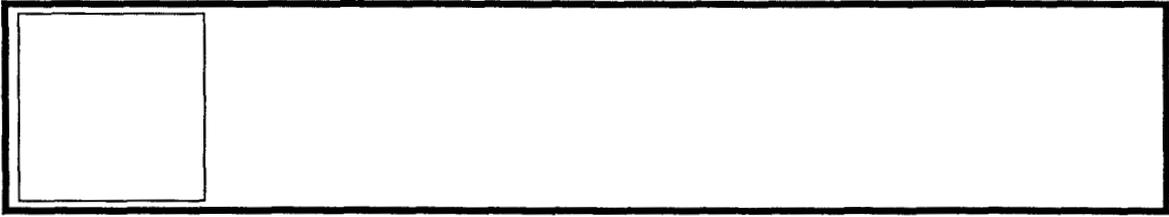
At the DS-0 level, the Co-Provider will have test access at the vertical side of the SPOT Frame, if applicable, or to the terminal block within the collocation space in those offices and states where SPOT Frames have been disallowed. The following drawing documents those points. The test access point is wherever the Co Provider's equipment cable terminates from their origination. This can include the SPOT frame, IDF, or TMDF.



Test Point(s) at a DS-1 Level

At the DS-1 level, the Co-Provider can test at either the Shared IDF/SPOT or at a dedicated frame within their collocation space - either caged or cageless physical. The following drawing

documents those points. In addition they can test where their cable terminates on the DSX1 Panel.



Test Point(s) at a DS-3 Level

At a DS-3 level, the Co-Provider can test at either the Shared IDF/SPOT or at a dedicated DSX-3 panel within the Co-Providers collocation space - either caged or cageless physical. The following drawing documents those points. In addition, the Co Provider can test where their ITP terminates.



Definitions

Shared ICDF - The ICDF comes in three different capacities (DS-0, DS-1 and DS-3) and is divided into two distinct sides. The vertical side of the ICDF houses the equipment cable termination originating from the Co-Provider's collocation. The horizontal side of the ICDF houses the terminations of the Interconnect Tie Pair (ITP) and connects the ICDF to the U S WEST Main Distribution Frame (MDF).

Dedicated ICDF - When requested U S WEST will provision a dedicated ICDF for the exclusive use of one Co-Provider. The Co-Provider will have access to the vertical side of the dedicated ICDF for testing purposes and, depending on contract language, for element combinations also.

Intermediate Distribution Frame (IDF) - In those cases where an Intermediate Distributing Frame (IDF) has been designated as the ICDF the Co-Provider will have access to those terminations on the IDF, toll frame, or DSX1 or DSX3 terminations. Under the recent March 18, 1999 FCC 706 order we can no longer require escort nor limited time of day access for Co-Provider testing of their equipment termination points.

Exhibit 5

Confidential

(Redacted Version)

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3. Interconnection Arrangements

There are two (2) Interconnection arrangements available with U S WEST. This chapter describes them and provides the Certified Local Exchange Carrier (CLEC) with information to aid in selecting the appropriate type of Interconnection in a wire center.

Each arrangement carries different features and levels of responsibility for the CLEC.

The CLEC needs to understand how U S WEST functionally arranges the typical wire center to be able to choose an arrangement and then design their network.

Information in this chapter is generic. U S WEST will provide information about a specific wire center when the CLEC decides to interconnect in the wire center. This information will enable the CLEC to place Interconnector Designated Equipment (IDE), order appropriate cables and frame terminations, and take other preliminary steps in the process of interconnecting and collocating in a U S WEST wire center.

Once the CLEC installs all their equipment, they can order the Unbundled Network Elements (UNEs) or Finished Services to deliver service to their customers.

3.1 Typical Wire Center Arrangement

Figure 31 illustrates a typical U S WEST Wire Center. IDE that is owned by two different CLECs is shown. A number of crossconnect frames and equipment are also illustrated.

The figure also lists some of the types of UNEs that may appear on each frame.

There are four basic categories or levels of equipment and crossconnect frames that may be encountered in the wire center. They include DS0 or Voice, DS1, DS3, and fiber or optical levels.

The DS0 or Voice levels are connected to the Common System Main Interconnecting (COSMIC®) Frame, Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF). The typical wire center will have an IDF(s) and either a COSMIC® or a MDF frame(s).

The DS1 and DS3 levels connect to the DSX1 and DSX3 frames respectively.

Fiber or optical connections are made at the Fiber Distribution Panel (FDP) or Fiber Distribution Frame.

The U S WEST UNEs are connected to these crossconnect frames.

Other frames may occur in some wire centers. The frame names may also vary. The generic name *IDF*, for example, may appear in several forms including Toll Distributing Frame (TMDF), Trunk Distributing Frame (TMDF), etc. This publication assumes that the illustrated types of frames exist. Any different frames must be similarly treated. Some background information and requirements about the frames may be found in TREOP000161, *Modular Distributing Frame System*, and TREOP000163, *Modular Distributing Frame Framework*. U S WEST may not follow these Technical References all of the time, but they do provide a basic understanding of the situation.

The quantity of each type of frame varies by wire center. The quantities in Figure 31 are for illustrative purposes only. The larger wire centers have more of each type of frames. One exception is the COSMIC® frame. Normally, there will only be one COSMIC® frame in a wire center unless space limitations have forced a multiple frame arrangement. However, COSMIC® frames will have different numbers of modules.

The CLEC using collocation must connect their IDE to the appropriate crossconnect frame. A CLEC may also wish to connect two UNEs together, with or without their own IDE included.

The crossconnect frames designated with shaded boxes in Figure 31 are called "DesignTo" points in this publication. This name comes from the fact that the CLEC must "DesignTo" these frames even if they are not the Network Interface (NI) with U S WEST. This approach provides greater flexibility and minimizes costs and design problems. Further information about the "DesignTo" point may be found later in this chapter and in Chapter 5.

Figure 31 does not show tie cables going between different frames at the same level. At the DS1 level, for example, tie cables normally connect the three illustrated DSX1 frames together to allow the connection of equipment on one DSX1 frame to equipment on another DSX1 frame.

The situation at the DS0/voice level is significantly more complex. The design of the COSMIC® frame requires that any connections to it be spread across the frame to each module. Thus, a tie cable must be placed from one or both of the illustrated IDF frames to each module on the COSMIC® frame. In the situation where such tie cables are placed to only one of the IDF frames, the two IDF frames would have tie cables between them. Thus, connections between the COSMIC® frame and the unconnected IDF are routed via the other IDF. This is discussed in more detail in Section 3.2.2.

3.2 Interconnection Arrangements

There are some basic requirements for a CLEC to interconnect with U S WEST UNEs at a NI. There are several arrangements available to meet these requirements. Availability depends on space availability, contracts and regulatory orders. The NI is

not the same with these arrangements. The arrangements will also have different processes and responsibilities.

3.2.1 Basic Requirements for Interconnection

Channels on each level (DS0 or Voice, DS1, DS3, and fiber or optical) are segregated from those on other levels. Figure 32 illustrates how IDE is connected to UNEs. This figure assumes that the "DesignTo" point crossconnect frames and the NIs are two different crossconnect frames. This is not always the case. The Network Interface CrossConnect Frames are functionally IDFs. Figure 31 also applies. However, there will also be situations where the two frame functions are provided on the same frame. Tie cables will not be required in this situation.

The arrangement will vary from wire center to wire center and may vary over time in a specific wire center. The arrangement will depend on frame space and the availability of floor space for frame growth.

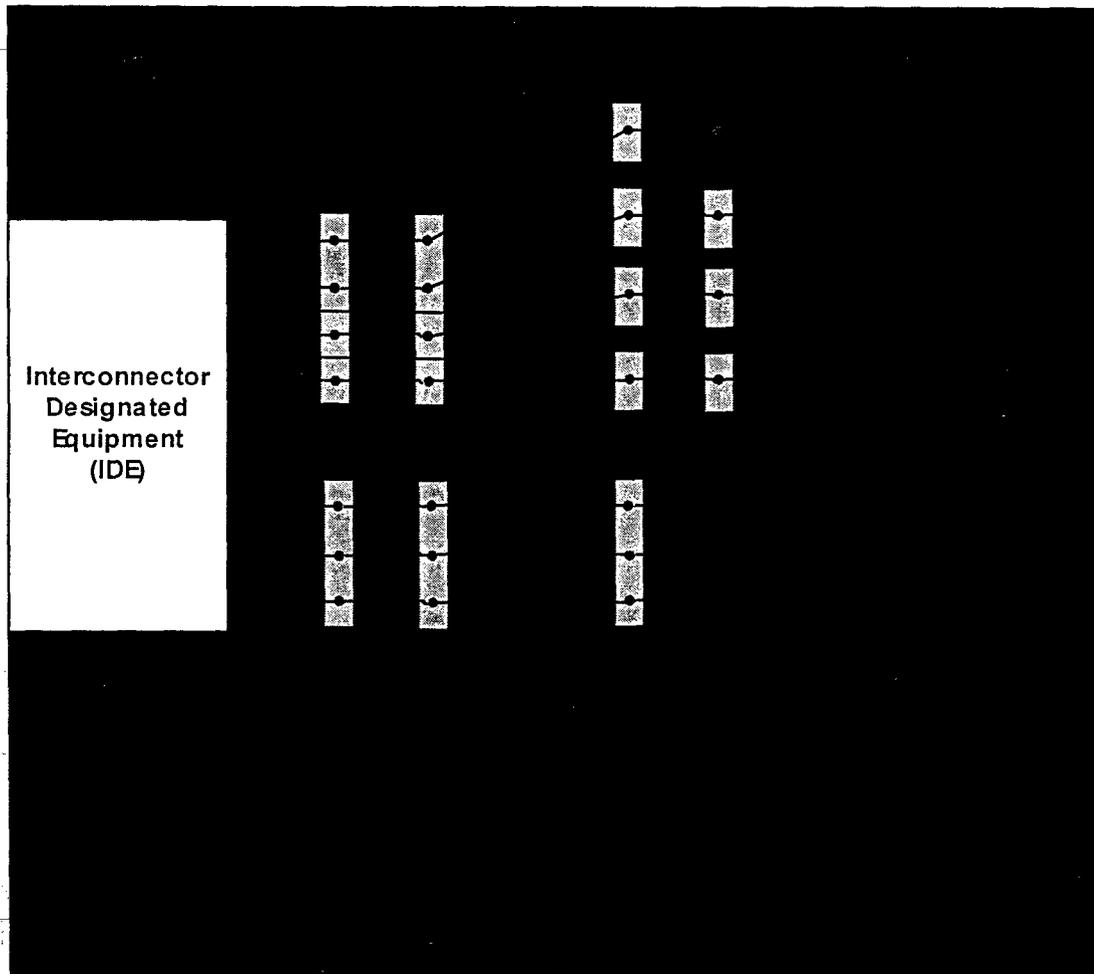


Figure 32 Typical Network Interface Arrangement

The crossconnect frame used as the NI will frequently be used by U S WEST for their own use in the provisioning of other services for other customers.

3.2.2 DS0 or Voice Level Needs

As previously mentioned, UNEs at the DS0 or Voice level are connected to the COSMIC[®], MDF, TMDF or IDF crossconnect frame(s). The connections will be made using cables and/or tie cables depending on the arrangement. Typical UNEs that appear at these "DesignTo" crossconnect frames include the Unbundled Analog Line Switch Ports, several types of Unbundled Loops and some Unbundled Dedicated Interoffice Transport (UDIT) applications.

All cable additions to a COSMIC[®] frame require a Mechanized Engineering Layout for Distributing Frames (MELD) automated termination program computer run. A MELD run provides distributing frame configuration and termination location data to be used to update the database used for mechanized administration of the frames involved. The information includes frame system configurations, frame configurations, and termination records for switch ports, cable pairs and tie pairs.

Tie cables must be placed on modules of the COSMIC[®] frame based on the MELD run. The COSMIC[®] frame concept is based on using short jumpers to minimize frame congestion. In optimal circumstances, jumpers should be placed no further than adjacent modules. Modules exist for switch Originating Equipment (OE) and outside plant loop terminations.

CLECs may choose to connect to an IDF frame rather than the COSMIC[®] frame. This will reduce costs to the CLEC and avoid delays by not having to have a MELD run and then connecting to each module. It then becomes U S WEST's responsibility to do the MELD run and place any tie cables between the IDF and the COSMIC[®] frame.

Similar arrangements must be made in wire centers using a MDF in place of a COSMIC[®] frame. However, the jumper restrictions on an MDF are not nearly as restrictive. MELD runs are not required for MDF or any of the various types of IDF frames including TMDF frames.

Tie cables will also have to be placed to the IDF(s) if any DS0 UDIT, DS1 multiplexer or any other UNEs with circuit conditioning equipment are required. Some Unbundled Loops, for example, may use circuit-conditioning equipment.

A few wire centers may have a separate DSX0 crossconnect frame for DS0 level digital crossconnects. This normally occurs only with Digital Data Service (DDS) applications. This function is usually included on the IDF rather than a separate DSX0 frame. However, tie cables will have to be placed to the separate DSX0 frame if the CLEC needs to connect to UNEs of this type that appear there.

Tie cables to these DS0 or Voice frames are placed in multiples of 100 pairs. The cables are normally 26 gauge.

3.2.3 DS1 Level Needs

DS1 level channels are connected to a DSX1 crossconnect frame. Since a wire center will often have multiple DSX1 frame lineups for "DesignTo" points, tie cables will have to be placed to each lineup if the CLEC needs to get to the specific DSX1 frame. Several UNEs are connected to this "DesignTo" point including the DS1 Message Trunk Port, the DS1 capable Unbundled Loop, and several UDIT applications.

Some large DSX1 frames may require multiple tie cables to meet jumper cable length requirements. DS1 jumpers must not exceed 85 feet in length as described in Chapter 15. This means that tie cable appearances will be required with a reach of about thirty (30) bays in the DSX1 lineup. This is based on allowing ten (10) feet on each end of the jumper for vertical distance and the remainder for horizontal distance between frames. Tie cables in wire centers with 11.5-foot frames will have a slightly shorter reach since more length must be allocated for the vertical distance.

The arrangement and related requirements will vary in different wire centers. This is because of the size and location of frames plus the availability of spare termination space at a specific location on the frame.

A situation could occur, for example, where a single centrally located tie cable frame termination could reach the entire DSX lineup and still be within the 85-foot limit. However, if no spare termination space exists on the frame at this central location, multiple tie cables might have to be placed at less centralized locations to reach the entire frame.

U S WEST will advise the CLEC as to such arrangements.

Tie cables for DS1 applications are placed in multiples of two 28pair shielded cables (i.e., 56 pairs). Separate cables are used for transmit and receive. Each pair of cables has a capacity of 28 DS1 systems.

3.2.4 DS3 Level Needs

The situation for DS3 is similar to DS1. DS3 channels must connect to the DSX3 crossconnect frame. The DSX3 frame serves as the "DesignTo" point. Since a wire center will often have multiple DSX3 frames, tie cables will have to be placed to each lineup if the CLEC needs to get to the specific DSX3 frame.

Some large DSX3 frames may require multiple tie cables to meet jumper cable length requirements. DS3 jumpers must not exceed 27 feet in length as described in Chapter 15. This means that tie cable appearances will be required with a reach of about three (3) bays in the DSX3 lineup. This is based on allowing ten (10) feet on each end of the jumper for vertical distance and the remainder for horizontal distance between frames.

As with the DSX1 situation, spare terminations may not always be available in the optimal frame locations. The arrangement will vary in different wire centers.

U S WEST will advise the CLEC as to such arrangements.

Tie cables for the DS3 level are available in multiples of a pair (transmit and receive) of coaxial cables. Each pair of coaxial cables has a capacity of one (1) DS3 system.

3.2.5 Fiber or Optical Level Needs

Fiber or optical channels must be connected to a Fiber Distribution Panel (FDP) or frame. Since a wire center will often have multiple FDPs, cables will have to be placed to each if the CLEC needs to get to the specific FDP.

The "DesignTo" point concept does not have the same impact at the fiber or optical level. This is because optical spans are designed from optical transmitter (e.g., LASER) to receiver (detector). Since U S WEST will normally be providing only a part of this span, some joint engineering will probably be required to successfully design these connections.

Fiber tie cables, if required, are available in multiples of two (2) fibers unless otherwise specified. Some applications use multiples of twelve (12) fibers.

3.3 InterConnection Distribution Frame (ICDF) Frame

The Interconnection arrangements use a crossconnect frame called an InterConnection Distribution Frame (ICDF) as the Network Interface CrossConnect Frame in Figure 32.

3.3.1 General Description

The ICDF does not have mixed bandwidth terminations. That is, DS0 or Voice, DS1, DS3, and fiber or optical terminations are normally not mixed together in the same ICDF. The precise arrangement may vary in different wire centers.

The ICDF is functionally located between the IDE and any U S WEST "DesignTo" crossconnect frames. The CLEC side (i.e., the "vertical" side) of the ICDF is connected to the IDE by cables. The U S WEST side (i.e., the "horizontal" side) of the ICDF is connected to various other "DesignTo" crossconnect frames (and thus to the UNEs) by tie cables. The terms "vertical" and "horizontal" only have meaning on DS0/voice crossconnect frames, but the terms will be used in this document with other frames to indicate the IDE or UNE termination side.

The ICDF and the "DesignTo" crossconnect frames may be the same frame in many wire centers. The CLEC must know which arrangement (i.e., the same or different frames) applies in a specific wire center to correctly design their services.

While the ICDF serves as a NI between the CLEC and U S WEST, it also serves the function of an IDF in the network being assembled by the CLEC.

The ICDF crossconnect frame is:

- 1 A trouble isolation and testing point
- 2 The NI between an Interconnector and U S WEST
- 3 A crossconnect between Interconnectors
- 4 A type of distributing frame
- 5 Flexible to meet changing requirements
- 6 Termination for CLEC Facilities

The ICDF crossconnect frame is **not**:

- 1 A one-for-one tie termination point
- 2 An add-on to overloaded crossconnect facilities

The ICDF crossconnect frame at DS1 and DS3 levels will be a DSX crossconnect with a templated signal only if the ICDF is also the "DesignTo crossconnect frame. In cases where the two are different frames, the ICDF **WILL NOT** be a DSX with a templated signal. See Chapter 15 for further information.

The Fiber ICDF serves these functions for the fiber and optical level connections. See Chapter 12 for additional information not in this chapter.

U S WEST will notify the CLEC as to the ICDF terminations and the CLEC will supply jumpers (except as noted) and maintain records for their future use.

3.3.2 DS0/Voice ICDF

Figure 33 illustrates a generic arrangement for DS0/voice connections. Figure 34 illustrates a pictorial arrangement of the DS0/Voice ICDF arrangement.

Tie cables from U S WEST UNEs are tied down to the horizontal side of the ICDF. Cables from the IDE are connected to the vertical side. These frames will be identified by normal COMMON LANGUAGE® designations. U S WEST will provide the CLEC with the frame addresses and cable designations.

Arrangements where the ICDF is a COSMIC® frame, the cables from the IDE must be installed based on the MELD run described in Section 3.2.2. Cables must be placed in multiples of 100 pairs to each module based on the MELD run.

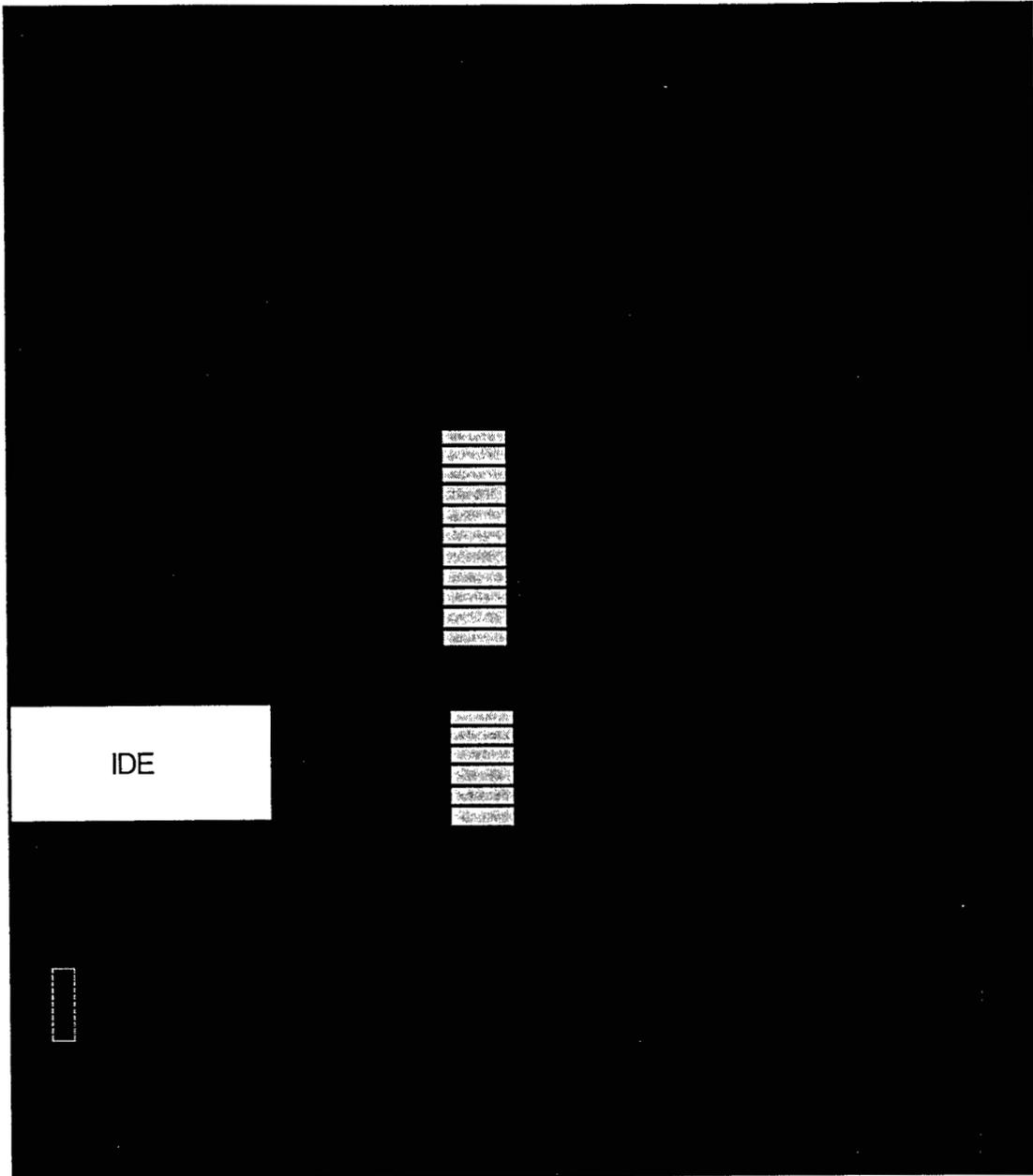
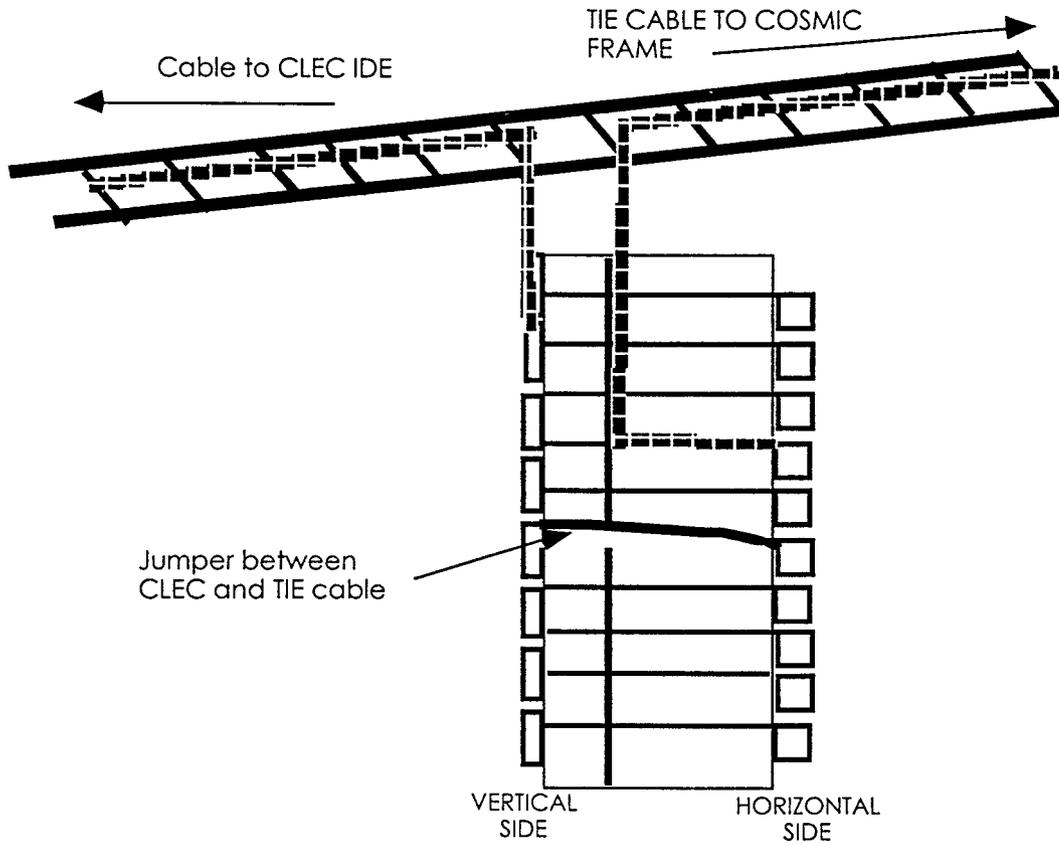


Figure 33 Generic DS0/Voice Interconnection Arrangement



End view of InterConnection Distribution Frame (ICDF) showing typical CLEC cable termination, a jumper between the horizontal and vertical side, and a typical tie cable termination.

Figure 34 DS0/Voice ICDF Arrangement

Arrangements where the ICDF is another type of frame (IDF, MDF, TMDF, etc.), a MELD run is not required and IDF to ICDF cables in 100 pair multiples are required. This arrangement reduces the quantity of IDF to ICDF pairs and eliminates the delay and cost of obtaining a MELD run. Tie cables (and the associated MELD run) from the IDF to a COSMIC® frame under this arrangement become the responsibility of U S WEST.

Jumpers are placed on the frame in order to provide service to the CLEC's customers. **The CLEC must maintain records of these connections.**

Four such connections are illustrated in Figure 33. Jumper 3 connects Pair 2 from the IDE to Pair 10 of the tie cable. Similarly, Jumper 2 connects Pair 1 from the IDE to Pair 8 of the tie cable.

Such connections could be used, for example, to tie a CLEC switch to an Unbundled Loop Element to provide a standard Plain Old Telephone Service (POTS) line to the CLEC customer. The connections from the CLEC switch would be transported to the U S WEST wire center on transport facilities (not shown) and terminated on the IDE via an Entrance Facility (not shown). The Unbundled Loop Element (not shown) would be connected to the tie cables on the right side of the figure.

The jumper identified by "1" illustrates another application in which no IDE is involved. For example, if tie pair #1 was connected to a U S WEST Unbundled Switch Port Element and tie pair #3 was connected to an Unbundled Loop Element, placing the jumper would result in the connection of the Unbundled Switch Port Element to the Unbundled Loop Element. This would result in a POTS line to the CLEC customer.

The jumpers identified by "4" illustrate a similar arrangement for CLEC to CLEC connections.

Further information about the combination of UNEs may be found in Appendix A.

The Interconnector may either provide the cable from the IDE to the vertical side of the ICDF or order the cable from U S WEST. U S WEST will terminate the cable(s) on the ICDF. The Interconnector is responsible for the inventory of the vertical side while U S WEST is responsible for the inventory of the horizontal side.

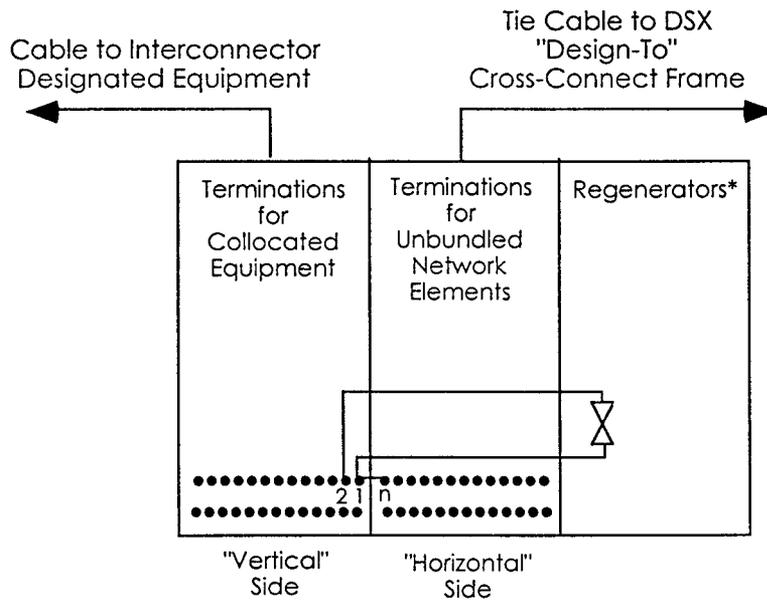
3.3.3 DS1 and DS3 ICDFs

Many of the basic concepts for the DS1 and DS3 arrangements are the same as the DS0/voice arrangement.

Typical DS1 or DS3 ICDF lineups will alternate bays for termination of tie cables with bays for termination of collocated IDE cables. Bays or shelves for regenerators (Chapter 15) will be included as required. Figure 35 illustrates a one form of a threebay arrangement. With the illustrated arrangement, the threebay set would be replicated as required to meet the CLEC's needs. Other arrangements may exist.

The illustration shows an example of a UNE with regeneration. The UNE tie pair appears on pin "n" of the center "horizontal" bay. The regenerator is wired to pins "1" and "2" of the "vertical" bay. U S WEST will place the jumper from pin "n" to pin "1" and will notify the CLEC that the UNE (with regeneration) appears on pin "2" of the vertical bay.

Regenerators may alternatively be located at another location and hardwired to the tie cables going to the ICDF.



*Regenerators may be mounted on a shelf on one of the other bays rather than on a separate bay.

Figure 35 Typical DS1 or DS3 ICDF Arrangement

In the situation where the ICDF and the "DesignTo" frame are the same, the figure would be modified and the regeneration wiring may be slightly different. However, since the ICDF in these arrangements would be a DSX frame, the need for regeneration would be reduced. In any case, The CLEC would be notified the location of the UNE.

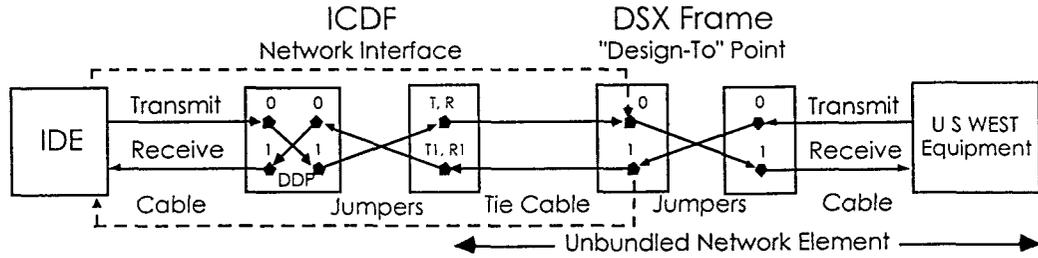
Figure 36 is a wiring diagram that illustrates the signal flow from the CLEC IDE connected to a U S WEST-provided UNE. This figure does not include a regenerator. Note the reversals required to connect the Transmit from the U S WEST equipment to the Receive of the IDE.

The Digital Distribution Point (DDP) on the "vertical" frame is a termination shelf providing testing, monitoring, turn up and crossconnect capabilities. This function may be provided by similar equipment with a different name.

In the situation where the ICDF and the "DesignTo" frame are the same, the figure would be modified to eliminate the standalone ICDF. The wiring to the IDE would now connect to jacks "0" and "1" on the combined DSX/ICDF. The double reversal on the standalone ICDF with jumpers would be eliminated.

Further information about DS1 and DS3 design criteria may be found in Chapter 15.

DS1/DS3 Signal Flow



- Key**
- DDP = Digital Distribution Point
 - ICDF = InterConnection Distribution Frame
 - IDE = Interconnector Designated Equipment
 - T = Tip
 - R = Ring

Arrows denote signal flow.
 Numbers denote terminations
 Dashed lines denote if ICDF and DSX are same frame

Figure 36 DS1/DS3 Signal Flow Between IDE and UNE

3.3.4 Fiber ICDF

Terminations on the Fiber ICDF may be ordered in multiples of twelve fiber terminations. Each panel, with capacity for twelve fiber terminations, may be physically protected to limit access to the CLEC. The cables to IDE and tie cables from U S WEST terminate on the rear of different panels. Jumpers, provided by the CLEC, are used to connect the IDE to the tie cables as illustrated in Figure 37.

Further information about interconnection of fiber and optical channels at the Fiber ICDF may be found in Chapter 12.

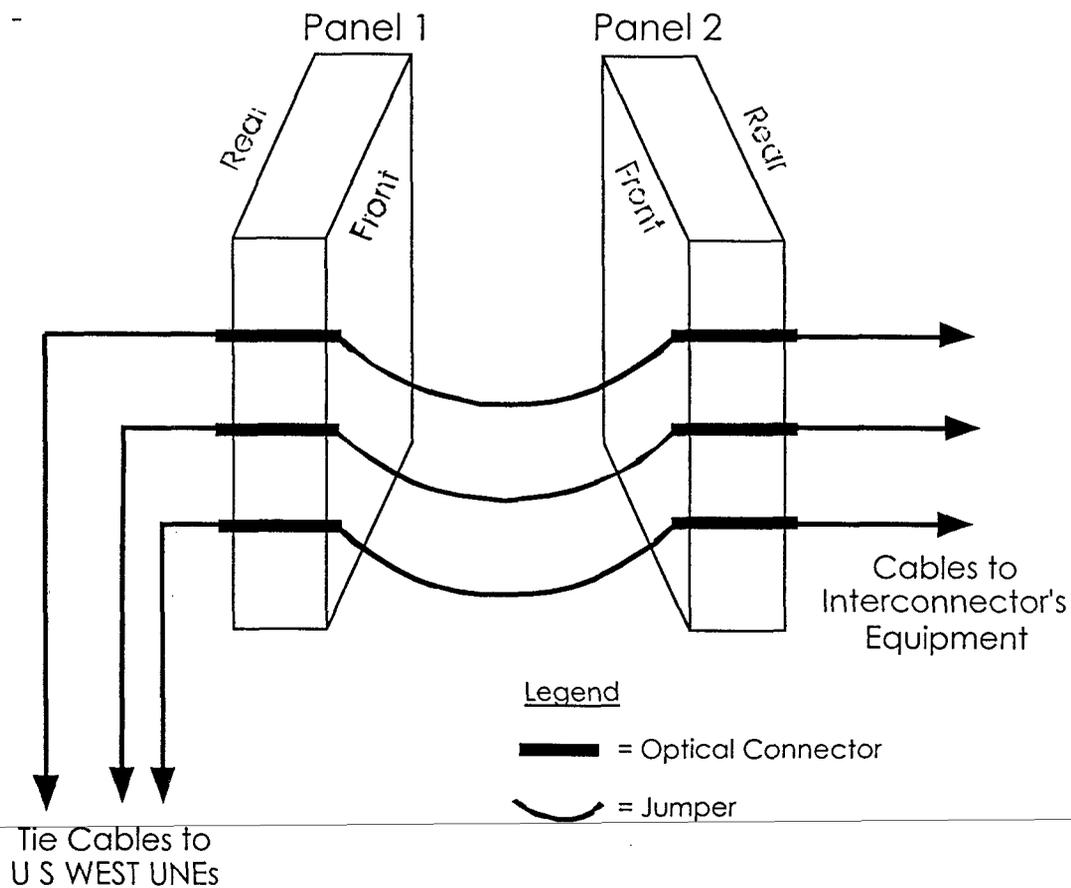


Figure 37 Fiber ICDF Arrangement

3.3.5 Interconnection Usage

As previously mentioned, the ICDF is sectionalized into DS0/Voice, DS1, DS3, and fiber or optical sections. The DS1 and DS3 sections are designed for use in connecting DS1 and DS3 channels respectively. They should be designed to meet the DSX panel at the "DesignTo" point with a templated signal. Thus, the channels must not be powered carrier system spans such as a T1-carrier system. The carrier systems should be terminated in office repeaters and only the DS1 or DS3 signal passed on to the appropriate ICDF.

Similar comments apply in wire centers where there is a separate Digital Data Service (DDS) DSX-0 cross-connect panel or frame. In this instance, the signals are limited to the DSX0 signal generated by a DS0DP channel unit or the equivalent. Applications using OCUDP channel units should be routed through the Voice section of the "DesignTo" crossconnect and tie cables. However most U S WEST wire centers will not have separate DSX0 crossconnect frames and use the same frame for both analog and digital DS0 or voice signals.

The DS0 or Voice section of the ICDF is to be used for DS0 level digital or voice signals. This section may also be used for other acceptable signals above the DS0 level as long as there are no interference or safety problems. The tie cables are standard unshielded cables. The restriction against powered T1 Carrier spans applies here also. This is because the pairs are not shielded, binder group separation is not assured, and the high voltages present safety hazards on the frame.

Certain systems such as the digital subscriber loop technologies (e.g., Highbitrate Digital Subscriber Line or HDSL) may be placed in the DS0/Voice section. However, these must be identified to U S WEST so that insulating caps may be placed on the crossconnect pins to protect technicians working on or near the crossconnect frames. Notification should be done by using appropriate Network Channel and Network Channel Interface codes.

3.4 Interconnection Arrangement Descriptions

There are two arrangements to obtain the connections between the IDE and the "DesignTo" crossconnect frames. The availability of these arrangements in a wire center will depend upon space availability, contract and regulatory order.

These alternatives differ in several areas. One difference has a major impact on the CLEC. This difference involves the responsibility of the connections (including the tie cables) between the IDE and the various "DesignTo" crossconnect frames.

These alternatives involve the use of a crossconnect frame (at each level required). The arrangements use either a standard (shared) ICDF or a crossconnect frame dedicated to a single CLEC for the purpose of a direct connection between the CLEC's space and the "DesignTo" frames.

3.4.1 Standard ICDF Arrangement

The standard ICDF Arrangement has a single set of ICDFs shared by multiple CLECs in the wire center. The standard ICDF, also known as a Common or Shared ICDF, will be referred to as an ICDF in this document. The ICDFs may also be used by U S WEST to provision services for other customers. Separate ICDFs are provided for the four levels if needed in a specific wire center. The ICDF for the specific level is identified when a CLEC first requests the need for terminations at that level. Additions are placed as required. The actual ordering process is beyond the scope of this publication. The ICDF will have to be identified (if not already identified) and ICDF terminations will have to be ordered and installed before any UNEs may be ordered.

A typical wire center using the standard ICDF arrangement is illustrated in Figure 38. This figure is a variation of Figure 31. The shaded boxes represent the ICDFs.

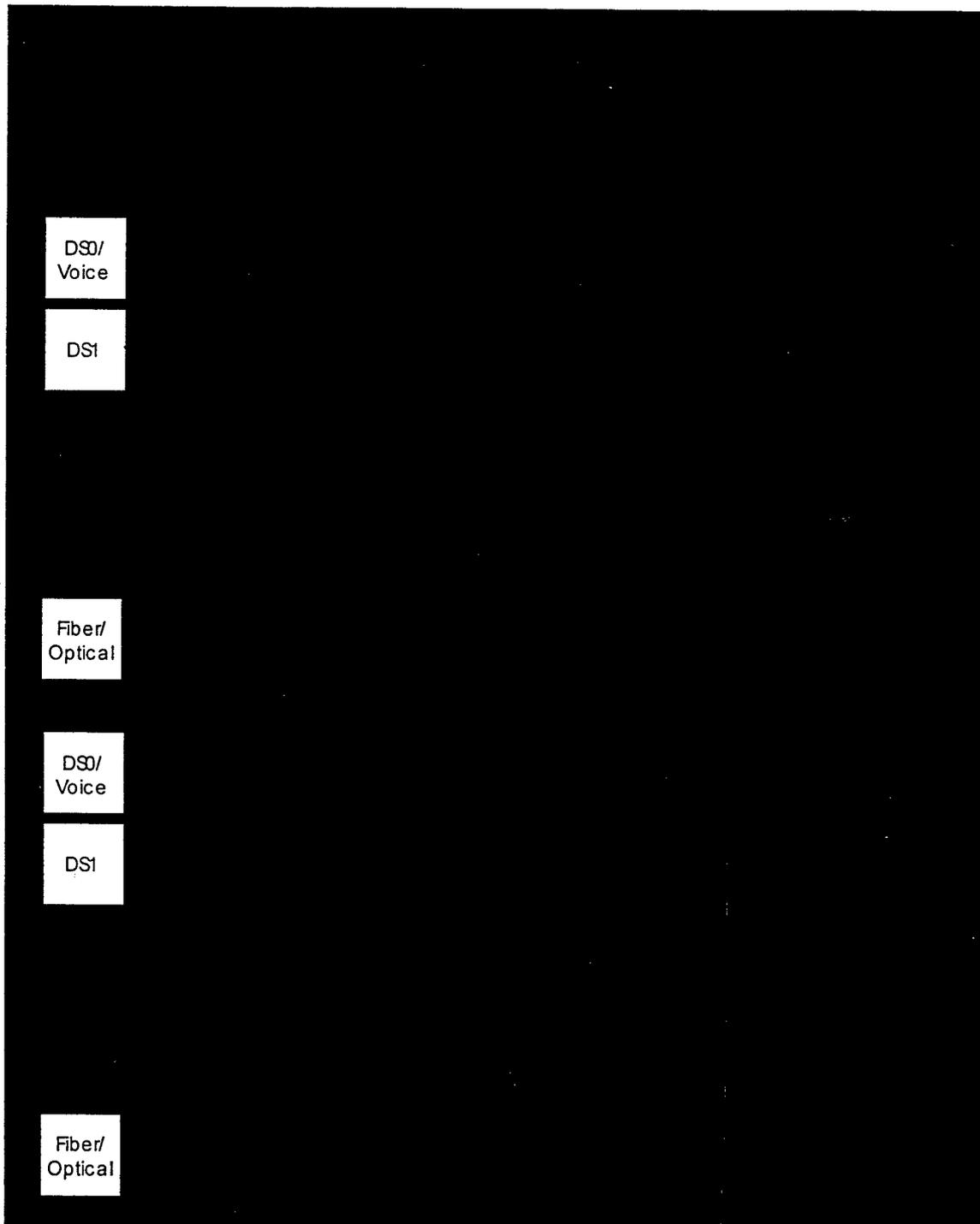


Figure 38 Typical Standard ICDF Arrangement

The #1 IDF frame has been designated as the DS0/Voice ICDF. The IDF could also be known as a TMDF in this wire center. Since the CLEC does not cable directly to the COSMIC frame, the CLEC does not have to worry about MELD runs, etc. as discussed in Section 3.3.2.

At the DS1 level, an old Single Point of Termination frame was designated as the ICDF. The three DSX1 frames serve as "DesignTo" points. (U S WEST is no longer installing Single Point of Termination frames.)

The #2 DSX3 was designated as the DS3 ICDF. This frame is both ICDF and "DesignTo" Point.

The FDP #3 was designated as the Fiber ICDF.

The arrangements in other wire centers could be different.

The CLEC has the responsibility to size and maintain records for the cables from their IDE to the ICDF (vertical side) at each level as discussed in Section 2.7.

U S WEST places tie cables from each ICDF (horizontal side) to the various "DesignTo" crossconnect frames at each level. The CLEC orders terminations on the ICDFs to meet their needs. These terminations are ordered as a part of an order for a UNE. No separate order is required. In this example, CLEC B has determined that they do not need access to fiber or optical UNEs.

U S WEST has the responsibility of sizing the tie cables from the ICDF to each "DesignTo" frame. This will be done partly based on the information provided by the CLEC. U S WEST will maintain records of these tie cables. Further information about the tie cables and terminations and related responsibilities may be found in Section 3.5.

3.4.2 Direct Connection - Point of Termination Arrangement

A Direct connection - Point of Termination (DCPOT) is a crossconnect frame, block or panel that serves as a NI or demarcation point. This arrangement is sometimes called a *Direct (Dedicated) Connection*. U S WEST will not use these frames to provision services for other customers. The shaded boxes are the DCPOT frames. The CLEC must provide space for these crossconnect blocks, frames or panels.

Since the DC-POT is dedicated to a single CLEC, the CLEC has the added responsibility to determine which "DesignTo" frames with which they need to connect. The CLEC must then size the tie cables to these frames. The CLEC must do this design work and then order the DC-POTs and tie cables from U S WEST. The frames, terminations and tie cables must be in place prior to ordering any UNEs. With the DC-POT, the termination order will not be a part of the UNE order since the tie cables and terminations must be in place prior to ordering UNEs.

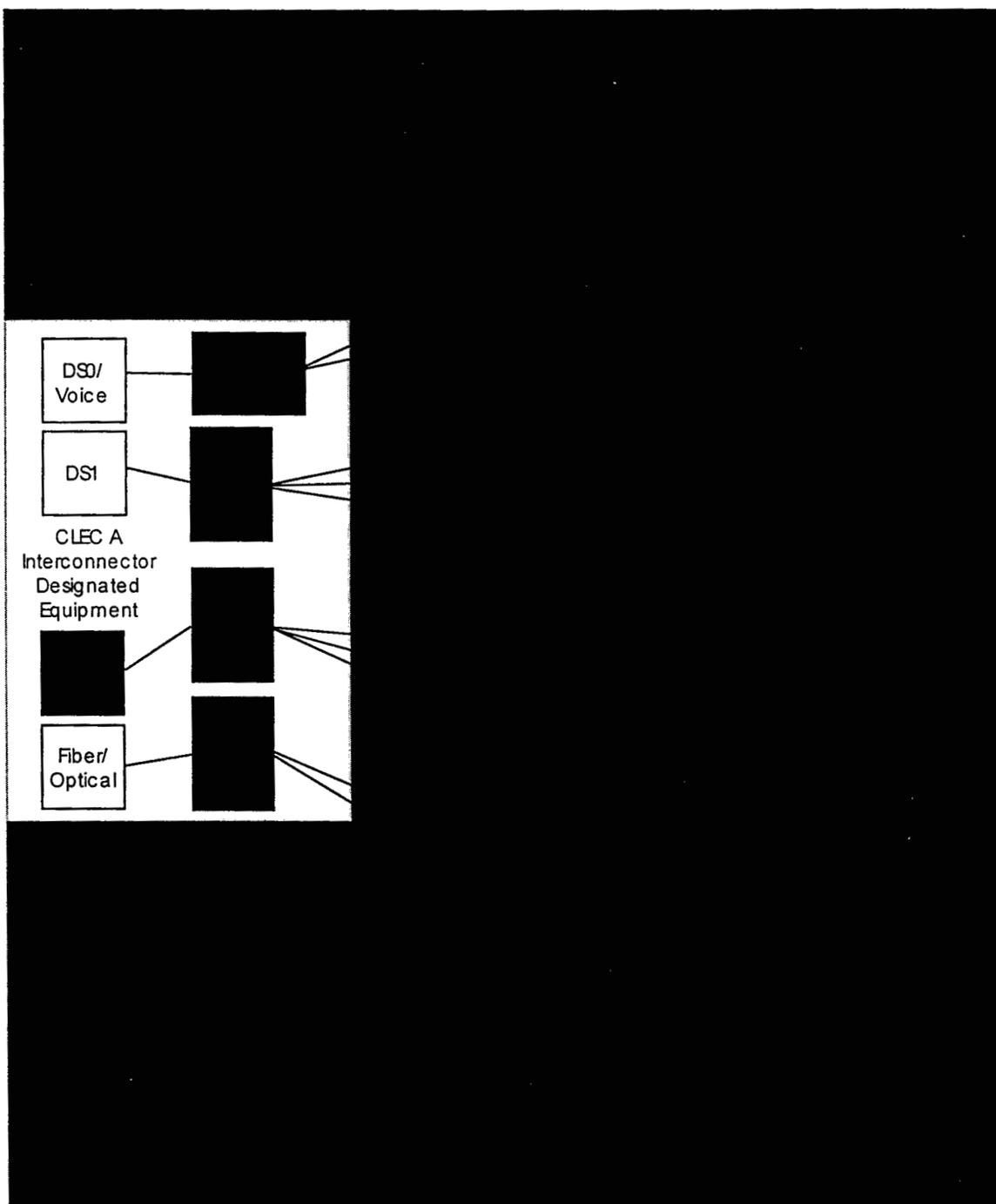


Figure 39 Typical Direct Connection - POT Arrangement

In this example, the CLEC has determined that they do not need access to FDP #3. Should this change in the future, the CLEC must order the tie cable(s) before any UNEs to that frame may be ordered.

The CLEC also opted to cable the DS0/voice DC-POT to IDF #1 and avoid the extra cost and delay for a MELD run required when connecting to a COSMIC® frame.

Further information about the tie cables, terminations and related responsibilities may be found in Section 3.5.

The DC-POT will be located inside the CLEC's space if they have physical collocation. In this arrangement, the added security of locked doors or panels may be omitted. Under this option, the CLEC must provide access to their enclosure to U S WEST to install the equipment and later to test circuits from the DCPOT if required. Otherwise, the DC-POTs will be located in the CLEC's equipment.

The CLEC may opt to provide the DC-POT. The CLEC may also negotiate with U S WEST and order a nonstandard DCPOT from U S WEST. Further descriptive information in this chapter about the DCPOT may not apply in either case.

The different types of DC-POTs are described as follows:

DS0/Voice Direct Connection - POT

The basic U S WEST provided DS0/Voice DC-POT is an enclosed singlesided lowprofile frame with front access only. The frame is equipped with a twovertical unit with terminations for 800 pairs for IDE and 800 pairs for tie cables connected to UNEs. U S WEST and the CLEC will both have keys to the doors enclosing the front of the frame. The U S WEST key and door will permit access to the "horizontal" (top) part of the frame only. The CLEC key will give access to the entire frame.

Horizontal DC-POT tie cables are available in 100 pair multiples. Thus, up to eight different "DesignTo" frames or COSMIC® modules may be connected to the DC-POT. A Meld run is required in the latter application as discussed in Section 3.2.2.

A CLEC requiring access to more frames or modules will have to order more DCPOTs.

CLECs wishing direct connection (i.e., cabled directly to) the COSMIC® frame are limited to using these cables for 2wire POTS. Services requiring electronic equipment must be cabled to an IDF.

DS1 Direct Connection - POT

"Horizontal" DC-POT tie pairs for DS1 are available in multiples of two 28pair shielded cables (transmit and receive) with a capacity of 28 DS1 circuits. Different tie cables may connect to different "DesignTo" DSX1 frames.

A cabinet, lockable panel or other arrangement will be provided to limit access to the crossconnect panels, if requested, for installations outside a cage.

The U S WEST provided DS1 DC-POT is a composite bay with terminations for 512 DS1 circuits for IDE and 512 DS1 circuits for tie pairs to DS1 UNEs.

DSX1 and DSX3 panels may be located on the same physical frame.

DS3 Direct Connection - POT

"Horizontal" DC-POT tie pairs for DS3 are available in multiples of two (2) coaxial cables (transmit and receive) with a capacity of one (1) DS3 circuit. The tie cables may connect to different "DesignTo" DSX3 frames.

A cabinet, lockable panel or other arrangement will be provided to limit access to the crossconnect panels, if requested, for installations outside a cage.

The U S WEST provided DS3 DC-POT is a composite bay with terminations for 128 DS3 circuits of IDE and 128 DS3 circuits for tie pairs to DS3 UNEs.

DSX1 and DSX3 panels may be located on the same physical frame.

Fiber Direct Connection - POT

The Fiber DC-POT has terminations for multiples of 12 fibers. The twelve fiber termination panel on the U S WEST provided Fiber DC-POT may be protected with a lock to provide additional security. See Section 3.3.4 for further information.

3.4.3 Combinations of Arrangements

There may be situations (depending on contract or regulatory order) where combinations of arrangements may be permitted. For example, the DC-POT could be used at the DS0/voice level while a standard (shared) ICDF arrangement could be used at the other levels.

3.5 Tie Cables, Frames and Terminations

3.5.1 General Requirements

Terminations on the ICDF or DC-POT can be ordered in multiples depending on the type of termination and the Interconnection arrangement.

Horizontal terminations are used to connect to UNEs. Vertical terminations are used to connect to IDE.

U S WEST will provide the CLEC with the crossconnect frame arrangement in a specific wire center at the time the CLEC arranges for the collocation of equipment or identifies the need for ICDF terminations.

U S WEST will provide the CLEC the ICDF or DC-POT termination addresses and tie cable identification.

All pairs in cables from IDE and tie cables must be terminated on the ICDFs or DC-POTs. Termination of cable pairs at the IDE end of these cables is at the option of the CLEC.

Tie cables that go to DSX1 and DSX3 "DesignTo" point crossconnect panels may require regeneration in some larger wire centers to meet the templated signal requirements at the DSX panels. The CLEC must evaluate the need for regenerators using the length and type of tie cables (description provided by U S WEST) and similar information about the cables and equipment on their side of the ICDF or DC-POTs.

Typical maximum lengths are 655 feet for 22 gauge shielded cable for DS1 and 450 feet of 728type coaxial cable for DS3. Other tie cable types and gauges will be encountered in some wire centers. Further information about cable types and regeneration may be found in Chapter 15.

ANSI T1.102-1994, *Digital Hierarchy - Electrical Interfaces*, may be consulted for further information.

The CLEC may wish to use small tags on jumpers placed on the ICDF to identify ownership and circuit ID. This may help reduce any problems related to the misidentification of the jumpers. U S WEST does use these small tags on fiber jumpers and some other limited applications with good success in reducing errors.

The CLEC must order terminations on the ICDF or DC-POT as described in the following sections.

The CLEC must order the appropriate frame terminations prior to ordering any UNEs!

U S WEST will supply standard jumper wire for DS0 and DS1 jumpers. However, the CLEC has the option of providing the CLEC's own wires. The CLEC must either provide their own DS3 and fiber jumpers or order them from U S WEST.

3.5.2 Standard ICDF Arrangement

The CLEC must order appropriate ICDF terminations in the wire center to meet their needs. The CLEC must identify the vertical terminations as connected to cable going to IDE (Figure 33).

U S WEST will install the terminations on the ICDF and the tie cables between the horizontal side of the ICDF and the "DesignTo" frames based on information provided by the CLEC (assuming the two functions are not on the same frame). U S WEST has the responsibility to size the tie cables and determining which "DesignTo" frames need to be accessed. U S WEST also has the responsibility to monitor usage on the tie cables and to place additional tie cables in a timely manner. The CLEC has responsibility to notify U S WEST of any changes in their anticipated usage (i.e., a forecast).

The CLEC must size and provide the cables between their IDE and the vertical side of the ICDF. The CLEC may also order these cables from U S WEST when the collocation order is placed. U S WEST will terminate the pairs on the ICDF.

The CLEC must administer and keep records for the IDE to ICDF cables. U S WEST must administer and keep records for the tie cables (if any) between the ICDF and "DesignTo" frames.

Terminations for DS0 or voice applications on the vertical side of the DS0/Voice ICDF can be obtained in multiples of 100 pair terminations (100 pairs of tie cables). All cable pairs must be terminated on the ICDF.

U S WEST has responsibility for ordering and implementing the MELD run required for any COSMIC[®] frames.

ICDF terminations for DS1 applications will be available with capacity for multiples of 28 DS1 systems (two 28-pair shielded tie cables, transmit and receive).

Terminations for DS3 and above can be obtained in multiples of one system. Specifically, the DS3 tie cables would consist of two coaxial cables (transmit and receive) per system.

If DS1 or DS3 regenerators are required, the CLEC must provide or order regenerators to meet their needs.

Fiber terminations and tie cables will be in multiples of two fibers (transmit and receive). Cables to IDE will be in multiples of twelve fibers.

3.5.3 Direct Connection - POT Arrangement; U S WEST Supplied

The CLEC must size and provide the cables between their IDE and the vertical side of the DC-POT. These cables must meet the requirements of the publications listed in Section 1.6. The CLEC may also order the cables from U S WEST. U S WEST will terminate the pairs on the vertical side of the U S WEST provided DC-POT.

The CLEC will also order DC-POT terminations and tie cables between the horizontal side of the DC-POT and the other crossconnect frames identified as the

"DesignTo" point. This involves determining which "DesignTo" frames they need to access and then sizing the tie cables to these frames.

These tie cables must go directly from the DCPOT to the "DesignTo" frames and may not be routed through the standard (shared) ICDF unless requested by the CLEC.

U S WEST will install the DC-POT and terminate the tie cables on the horizontal side of the DC-POT and "DesignTo" frames as ordered by the CLEC.

The CLEC must administer and keep records for the IDE to ICDF cables. U S WEST must keep records for the tie cables between the ICDF and "DesignTo" frames. The CLEC must monitor the fill on both tie cables and IDE cables so that they can order cable additions in a timely manner.

Descriptive information in the following sections may not apply if the CLEC orders a nonstandard DC-POT from U S WEST.

DS0/Voice DC-POT

The standard U S WESTprovided DS0/Voice DC-POT has a capacity of 800 "vertical" terminations to connect to IDE and 800 "horizontal" terminations to connect to tie cables for UNEs.

Tie cables from the DS0/Voice ICDF to each IDF or MDF frame or module on a COSMIC[®] frame can be obtained in multiples of 100 pairs.

U S WEST has responsibility to order the MELD run for any COSMIC[®] frame additions. The MELD run will be based on the pair requirements ordered by the CLEC.

DS1 DC-POT

DC-POT terminations for DS1 applications will be available with capacity for 512 systems (1024 shielded pairs) each for both "horizontal" and "vertical" sides of the standard U S WESTprovided frame.

The tie pairs to each DSX1 "DesignTo" frame are available with a capacity of 28 DS1 systems (two 28-pair shielded cables, transmit and receive). Cables from DC-POT to IDE are available in the same sizes.

DS3 DC-POT

DC-POT terminations for DS3 applications will be available with capacity for 128 systems (256 coaxial cables) each for both "horizontal" and "vertical" sides of the standard U S WESTprovided frame.

Tie cables to the DSX3 "DesignTo" frames and cables to IDE for DS3 can be obtained in multiples of a one-system capacity. Specifically, these DS3 cables would consist of two coaxial cables (transmit and receive) per system.

DS1 or DS3 Regenerators

If DS1 or DS3 regenerators are required, the CLEC must provide or order regenerators to meet their needs. If the CLEC decides to order regenerators from U S WEST, the CLEC must order the standard type of shelves with a capacity of 24 regenerators when they arrange for the standard U S WEST provided DC-POT. The individual regenerators may be ordered on an as needed basis as an option for the UNE being ordered.

If the CLEC opts to provide the DC-POT, the CLEC must either provide their own regenerators or make provisions for ordering standard U S WEST regenerators.

Fiber DC-POT

The Fiber ICDF and standard Fiber DC-POT are usually the same type of frame. See Section 3.5.2 for further information.

3.5.4 Direct Connection - POT Arrangement; CLEC Supplied

The CLEC may provide the DC-POT. Under these circumstances, the DC-POT would normally be placed inside the CLEC's enclosure. The CLEC may alternatively lease floor space outside the enclosure (Cageless Physical Collocation).

CLEC provided DC-POTs may be sized to meet the CLEC's needs. However, tie cable multiples do not change. These tie cables must go directly from the DC-POT to the "DesignTo" frames and may not be routed through the standard (shared) ICDF unless requested by the CLEC.

Cables between a CLEC provided DC-POT and their IDE must be provided by the CLEC.

3.6 Combination of UNEs on Different "DesignTo" Frames

There are some special issues related to ICDF Collocation. ICDF Collocation involves the CLEC ordering UNEs and then connecting them together without any IDE. Chapter 4 provides further information about ICDF Collocation. Appendix B also discusses the combination of UNEs.

The CLEC may combine UNEs together at the ICDF or DC-POT. Tie cables will connect the "DesignTo" frames to the ICDF or DC-POTs.

3.7 Comparison of Interconnection Arrangements

There are two main differences between the standard (shared) ICDF and the DC-POT arrangements.

First, the DC-POT arrangement provides improved security for the CLEC in that the frames are dedicated for their use and may be in lockable enclosures. Access to the standard ICDF arrangement is not restricted.

The second main difference is that for the DC-POT arrangement, the CLEC takes the added responsibility of identifying and sizing all tie cables required. This function must be done from the DC-POT directly to the various "DesignTo" crossconnect frames and for the DC-POT to IDE cables.

U S WEST will provide the CLEC with information as to the type and identification of the "DesignTo" crossconnect frames in a specific wire center. These typically include COSMIC[®] and/or MDF, IDF, DSX1, DSX3, FDP and sometimes other types of frames.

Table 3-1 summarizes the arrangements.

Since the tie cables will be dedicated to the CLEC, the minimum quantities have changed for DS1 and above frames to fill out a panel on the DC-POT.

3.8 Interconnection between CLECs

Collocated CLECs may interconnect their IDE together within a U S WEST wire center. The method varies somewhat depending on the type of Interconnection arrangement that the two CLECs are using.

There are two methods for CLECs to interconnect. They are to:

1. interconnect at a ICDF or DC-POT or
2. a direct cable between the two CLEC collocation areas.

The CLEC s must determine if any DS1 or DS3 regeneration is required and who will provide the regenerators. Any regenerators installed outside of the CLECs collocation area will be installed by U S WEST.

3.8.1 Interconnection at ICDF/DC-POT

U S WEST will place and terminate any new cables on the ICDF or DC-POTs. The CLECs order the indicated tie cables and terminations and then keep records of the connections. Some methods have multiple alternatives and the CLECs must agree as to the method. The CLECs will have full design responsibility.

Jumpers will be placed using normal processes as outlined in contracts, etc. Section 6.4 discusses NC and NCI codes to be used when the jumpers are to be placed by U S WEST.

3.8.2 Interconnection by Direct Cable

U S WEST will identify the cable route. All cables leaving a CLEC's area must be in a cable rack. Cables must meet the requirements identified in the publications listed in Section 1.6. Cables must be labeled as to ownership.

Table 3-1 Comparison of ICDF and Direct Connection - POT Arrangements

Item or Responsibility	Standard ICDF	Direct Connection - POT
Orders frame terminations	CLEC	CLEC
Responsible for sizing and ordering tie or NI cables to all necessary "DesignTo" crossconnect frames	U S WEST ** (Tie Cables)	CLEC (Tie cables)
Installs tie cables	U S WEST	U S WEST
Connects IDE cable to vertical side of ICDF	U S WEST (ICDF)	U S WEST (DC-POT)
Basic size for cables (or multiples of) DS0/Voice DS1 DS3 Fiber	100 pairs	100 pairs
	28 circuits (56 pr)	28 circuits (56 pairs)
	1 circuit (2 coax cables)	1 circuit (2 coax cables)
	12 fibers	12 fibers
Terminations on ICDF, or DC-POT DS0/Voice DS1 DS3 Fiber	100 pair multiples vertical, 1 pair multiple horizontal	800 pairs each side *
	28 circuits (56 pairs) vertical, 1 circuit (2 pairs) horizontal	512 circuits (1024 pairs) each side *
	1 circuit (2 coax cables)	128 circuits (256 coax cables) each side *
	12 fibers	12 fibers *
Size and "DesignTo" termination point of tie (ICDF/DC-POT) or IDE (No ICDF) cables. DS0/Voice DS1 DS3 Fiber	U S WEST determines size and "DesignTo" termination point, CLEC not impacted.	100 pair multiples per COSMIC® module and/or 100 pair multiples per MDF or IDF. CLEC determines termination point.
		28 DS1 circuit (56 pair) multiples per DSX1 lineup. CLEC determines termination point.
		1 DS3 circuit (2 Coaxial cables) multiples per DSX3 lineup. CLEC determines termination point.
		2 fiber multiples. CLEC determines termination point.
DS1 and DS3 regenerators	Ordered as needed.	Shelf in multiples of 24, * regenerators ordered as needed.
Lockable enclosure for ICDF	No	Yes (No if inside an enclosure) *
CLEC Responsibility	Lowest	Middle
CLEC Flexibility	Highest	Middle

* May not apply to nonstandard DC-POT or if DC-POT is provided by the CLEC.

** See Section 4.6 for special considerations with ICDF Collocation.

U S WEST will place the cable(s) provided by the CLECs for the direct cable option. Any such cable must meet appropriate fire and safety standards including, but not limited to, the Network Equipment - Building Systems (NEBS) (FR-2063), National Electric Code (NEC), Occupational Safety and Health Administration (OSHA) and various federal, state and local regulations.

As an alternative to having U S WEST place the cable(s), the CLEC may use a U S WEST approved installation vendor to place the cable in the identified route. U S WEST must terminate any cable at a Virtual Collocation site.

New cable racks may be shared with others or dedicated for the CLEC's sole use. If the cable rack is dedicated, it must be labeled with the CLEC's name.

3.9 Direct Connection Between Entrance Facilities and UNEs

There may be situations when a CLEC desires to directly connect their entrance facility to UNEs. This arrangement is available only when permitted by tariff, contract or regulatory order.

This arrangement is more likely to occur when using a Metallic Pair Entrance Facility (Section 2.7.3), but may occur with other types of entrance facility. In these situations, there is no need for any collocated IDE.

Microwave Entrance Facilities (Section 2.7.5) and using a Finished Service instead of an entrance facility (Section 2.7.6) are excluded from this situation.

The entrance facilities must be terminated on the appropriate level ICDF. Other requirements are discussed in Chapter 2.

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16. Interconnection with Finished Services

16.1 General

Certified Local Exchange Carriers (CLECs) may order Finished Services from U S WEST. These services may be delivered to their collocation area in the U S WEST wire center. These Finished Services are ordered from the appropriate tariff, catalog, or contract and are described in the appropriate technical publication(s) identified in the tariff or catalog.

There are some special issues relating to Collocation ordered from Federal Communications Commission (FCC) Tariff #5, Section 21 and most state tariffs. These special issues have the greatest impact on DS1 and DS3 Finished Services or services that have DS1 or DS3 Network Interfaces (NIs). These special issues are described in Sections 16.5 and 16.6.

Material in this chapter supplements the technical publications for the specific Finished Services.

The CLEC must have some form of Physical or Virtual Collocation in the wire center to have a Finished Service delivered to them within the wire center. That is, the CLEC must have equipment collocated in the wire center. The Physical or Virtual Collocation space may take any form described in Chapter 4.

The Interconnector Designated Equipment (IDE) may be complex and varied as described in Chapter 2. Alternatively, the IDE may be much simpler if the CLEC intends to only connect Finished Services to Unbundled Network Elements (UNEs) or other Finished Services via their equipment. In the latter situation, the IDE may consist of any terminating equipment required by the Finished Service plus cables, regeneration equipment and crossconnects to connect the service to a UNE or to another Finished Service via the IDE.

The Finished Service will be delivered to a NI located at a Point of Termination (POT). The POT will be located either:

- 1) On the Standard (shared) InterConnection Distribution Frame (ICDF) or
- 2) In the CLEC's collocation area.

The CLEC must indicate which of the two options they wish when they fill out the Collocation Order Form.

16.2 Wire Center Arrangement

Figure 16-1 illustrates a typical arrangement. This illustration shows several items described in Chapters 2 through 4. Included are:

- A Fiber Entrance Facility

- Some IDE

- Metallic cables to a DS0/Voice, DS1 or DS3 ICDFs
- Fiber cables to a fiber ICDF
- The POT for the termination of Finished Services

The POT may be in the collocation area. Not all of these elements will apply in every installation.

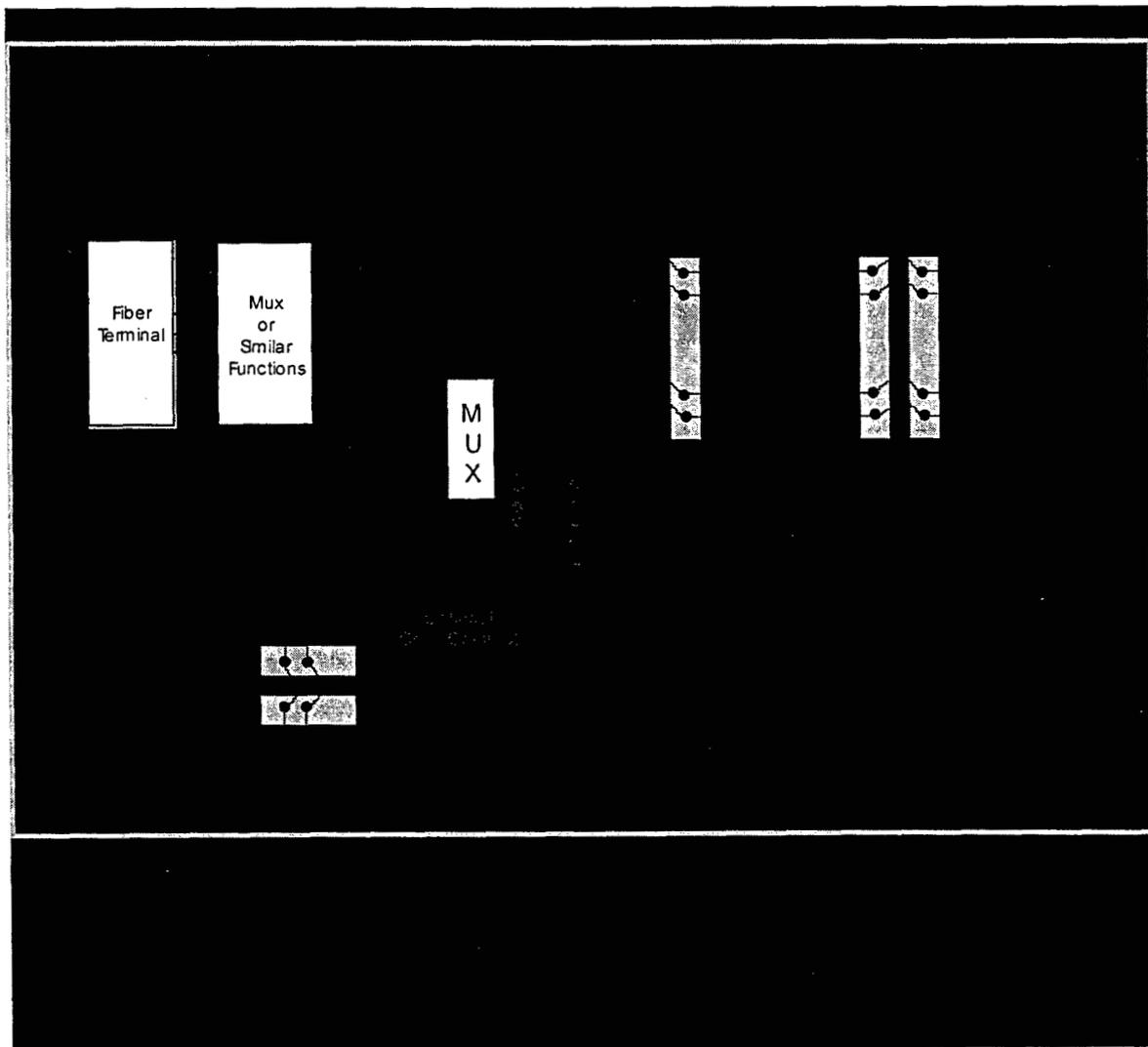


Figure 16-1 Typical Wire Center Arrangement for Finished Services

The CLEC must provide space to mount the termination equipment in their collocation area if they choose not to use the ICDF as the NI. The space requirement will vary with the type of service and NI ordered. The equipment to be placed in this space may be a jack, terminal block, DSX panel, Fiber Distribution Panel or other type of equipment. The technical publication describing the specific Finished Service should be consulted for further information about the NI.

16.3 Point of Termination Network Interfaces

The technical publications, tariffs or catalogs describing U S WEST Finished Services may not specifically include CLECs. For purposes of selecting NIs when CLECs are not included, the CLEC (a Carrier) will be treated the same as an Interexchange Carrier (IC). Exceptions to this guideline for DS1 and DS3 NIs are listed later in this chapter.

Therefore, all NIs available to an IC are also available (where technically feasible) to a CLEC unless otherwise excluded by this chapter, other technical publications, tariffs, catalogs or regulatory order. Network Channel Interface (NCI) Codes available at an IC POT would also be available at the POT in the wire center.

This assumption should be followed until the technical publication, tariff or catalog is revised to include the CLEC as a separate type of customer.

The CLEC may order a standard telephone line (a Finished Service) to their space for their own use. The CLEC in this situation is an EndUser. The line will be installed in compliance with the appropriate state exchange tariff.

NIs typically include some form of connecting block or crossconnect panel provided by U S WEST. In situations where the block or panel is physically located in a CLEC's cage or cageless area and for their sole use, the CLEC has the option of providing the equivalent block or panel. This alternative may be limited by another technical publication, tariff, contract or regulatory order.

It is recommended that U S WEST provide the block or panel. Should the CLEC opt to provide the block or panel, they must make arrangements with U S WEST concerning the termination of cables by U S WEST on the block or panel.

If the CLEC provides the panel for DS3 Finished Services, the SJA44 connector described in PUB 77324 must be of the BNC type.

U S WEST requires access to the NI for installation, testing and ongoing maintenance.

16.4 Design and Provisioning Responsibilities with Finished Services

U S WEST will design, install and maintain the Finished Service as defined in the appropriate tariff, catalog, contract or technical publication. Some exceptions to these definitions are discussed in Section 16.5. The service will be delivered to the POT as previously defined. U S WEST will maintain records of the service.

The CLEC has the responsibility of designing, installing and maintaining all facilities and equipment on their side of the POT. The CLEC will maintain any records they require for these facilities and equipment.

The CLEC has endtoend responsibility for the service sold to their customer and ordering the appropriate Finished Service(s) from U S WEST.

16.5 Expanded Interconnection - Collocation (EIC) in FCC #5, Section 21

Finished Services may be purchased from several tariffs. Section 21 of FCC #5 describes a Finished Service version of Expanded Interconnection - Collocation (EIC) that may differ from other Finished Services, Unbundled Network Elements and some collocation requirements described in other chapters of this document. EIC is described in this section. Section 21 should be consulted for further information.

Contracts may also support EIC as described in Section 2.1. The descriptive material in this chapter also applies except as stated in the contract.

16.5.1 Comparison of Section 21 and Other Finished Services

Normal Finished Services of the Private Line Transport Service (PLTS) variety typically consist of two segments from the U S WEST wire center(s) out to the customer premise(s). An additional segment may also connect two wire centers if the PLTS is a multi-wire center service. PLTSs of this type ordered from Section 7 of FCC #5 are normally charged for two Channel Termination charges plus other charges as appropriate. Some configurations would only be charged one Channel Termination charge.

Due to the special nature of Finished Services ordered from FCC #5 which stop in the U S WEST wire center for purposes of connecting to a CLEC's IDE, a new channel termination charge was developed to recognize the shorter distances and reduced costs. This new type of channel termination is called an Expanded Interconnection Channel Termination (EICT). The EICT charge will replace one of the Channel Termination charges normally charged for the PLTS. A variation called an InterConnect Tie Pair (ITP) is described in Section 16.6.

The EICT may have NIs that are different than those found with a traditional Finished Service. This section describes the EICT NIs. The technical parameters of the channel may be different from the traditional Finished Service because of the different NIs.

The following DS1 and DS3 EICT descriptions may also apply to DS1 and DS3 Finished Services ordered from other tariffs or catalogs.

16.5.2 Services Available with EIC

EIC is available with certain specific Finished Services sold in FCC #5. Other services may be included when ordered out of other tariffs, catalogs or Interconnection Agreements. Table 161 lists some typical services. The list is not an allinclusive list.

16.5.3 Virtual EIC Service

Section 21 of FCC #5 also describes Virtual EIC Service. Consult the tariff for general information. Other information about Virtual Collocation may be found in Chapter 4 of this publication.

Table 161 Typical Finished Services Available with EICTs and ITPs

EICT & ITP **	Finished Service ***	Technica l Publicati on
Analog	Low Speed Data (LS1 and LS2) Telegraph/Teletypewriter (TG1 and TG2) Direct Current Service (MT3) Voice Grade Access Enhanced Extended Loop (EEL)	PUB 77307 PUB 77307 PUB 77307 PUB 77310 PUB 77403
Digital Data	U S WEST Digital Data Service Frame Relay Service (FRS)	PUB 77204 PUB 77312 PUB 77372 *
DS1	U S WEST DS1 Service Frame Relay Service (FRS) Switched Access Service, Switched Transport, etc. MegaCentral Service Local Interconnect Service (LIS) Enhanced Extended Loop (EEL)	PUB 77200 PUB 77375 PUB 77372 * PUB 77203 * PUB 77392 PUB 77398 PUB 77403
DS3	U S WEST DS3 Service Frame Relay Service (FRS) Switched Access Service, Switched Transport, etc. MegaCentral Service Local Interconnect Service (LIS) Enhanced Extended Loop (EEL)	PUB 77324 PUB 77372 * PUB 77203 * PUB 77392 PUB 77398 PUB 77403
Optical	Synchronous Service Transport (SST) Self-Healing Network Service (SHNS) ATM Cell Relay	PUB 77346 PUB 77332 PUB 77378

* Also discussed in this publication: FRS - Chapter 11, Switched - Chapter 14.

** See Section 16.6.

*** Other Finished Services may be available. See the appropriate tariff, catalog or contract for further information.

16.5.4 Expanded Interconnection Channel Termination (EICT)

Table 161 identifies five types of EICT and the types of services to which they may be connected. These EICTs are described in the following sections. Appropriate NCI codes are included. Similar EICT rate elements may be found in other tariffs or catalogs that apply to additional services.

Figure 162 illustrates a typical PLTS Finished Service with EICT arrangement. The service provides a channel from a NI at the CLEC end, through U S WEST's network, and on to the NI at the other end. The EICT rate element represents the cable and any other equipment items located between the NI with the CLEC and the last crossconnect frame in the U S WEST network.

- **Example of Private Line Transport Service Illustrating an Expanded Interconnection Channel Termination (EICT)**

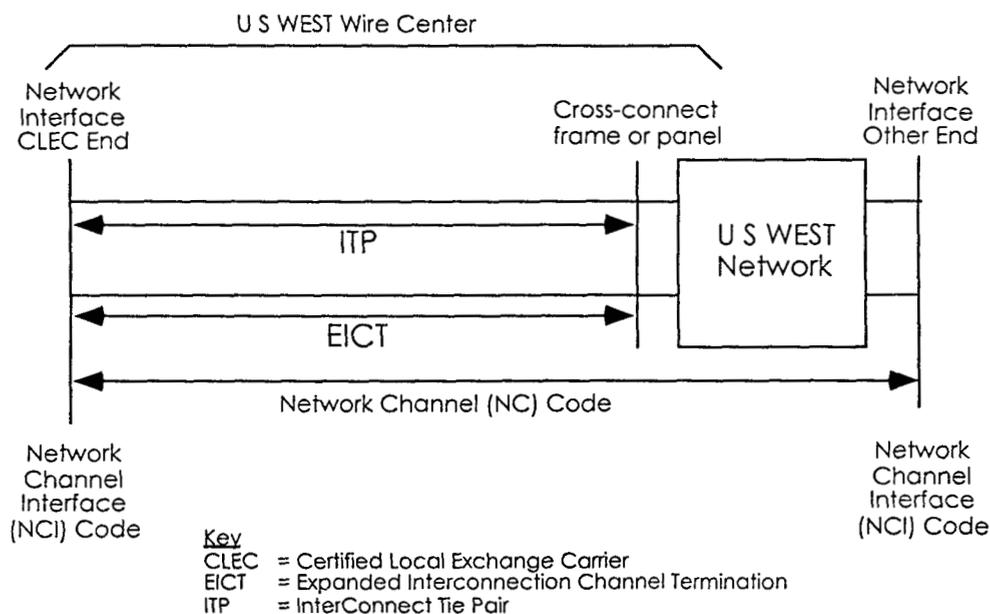


Figure 162 FCC #5, Section 21 EICT/ITP Arrangement

Both NIs are represented by NCI codes. The PLTS channel is represented by a NC code. These codes are used to order the PLTS.

The NI at the CLEC end usually has a connecting block or some form of crossconnect panel as the physical NI. Some jurisdictions permit the CLEC to supply this device.

As discussed in Section 16.5.1, the EICTs described in this section may apply to Finished Services not listed in Table 161. The appropriate technical publication should be consulted for information about these services. Some descriptions may have to be modified as discussed later in this section.

16.5.5 Analog EICT

The Analog EICT is used with analog Finished Services such as those identified in Table 161.

Voice Grade PLTS is described in PUB 77310. The columns titled "Interconnector" in the NC/NCI Combination tables of PUB 77310 identify the valid NCI codes for each NC code. See the publication for further information.

PUB 77307 identifies the applicable NCI codes for the Low Speed Data and Telegraph/Teletypewriter Services. The NCI codes at the IC POT should be used.

The only valid NCI code at the CLEC end for Direct Current Service is 02QC8.DC3. This NCI code is defined as: *Central Office Manual CrossConnect DS0/Voice Termination, Direct current or voltage for DC/Low Frequency Control Signals or Low Speed Data (30 Baud). These options can be provided on derived facilities.* See the technical publication and the tariff for further information.

16.5.6 Digital Data EICT

The Digital Data EICT is used with the U S WEST Digital Data Service (DDS) described in PUBs 77204 and 77312 and Frame Relay Service described in Chapter 11 and PUB 77372.

DDS is described in PUB 77204. The columns titled "CLEC NI" in the NC/NCI Combination tables of PUB 77204 identify the valid NCI codes for each NC code. The NCI codes applicable to the Digital Data EICT are the codes starting with 04DO5. These NCI codes are described in PUB 77312. See the publications for further information.

The NCI codes for Frame Relay service for the Digital Data EICT are at the 56 kbit/s and 64 kbit/s rates only. The valid CLEC end NCI codes are 04DO5.E for 56 kbit/s and 04DO5.F at 64 kbit/s. These NCI codes are described in PUB 77312.

The 04DO5 NI requires same-source synchronization to operate properly. CLECs must purchase synchronization as described in Chapter 13.

16.5.7 DS1 EICT

The DS1 EICT is available with the services such as those identified in Table 161. The table also lists the publications describing the services. The DS1 EICT normally uses a templated DSX1 signal using the NCI code of the type 04DS9. This EICT includes the regenerator required to provide the templated signal. See the listed publication for further information.

16.5.8 DS3 EICT

The DS3 EICT is available with the services such as those identified in Table 161. The table also lists the publications describing the services. The DS3 EICT normally uses a templated DSX3 signal using the NCI code of the type 04DS6. This EICT includes the regenerator required to provide the templated signal. See the listed publication for further information.

16.6 InterConnect Tie Pair (ITP)

16.6.1 General

There may be instances where a DS1 or DS3 NI does not require a templated signal. That is, the CLEC's IDE is within the maximum distance from the last DSX panel in the U S WEST network (Figure 162). Design rules are discussed in Chapter 15.

Under these circumstances, the CLEC may choose to order the Finished Service without regeneration. This is accomplished by ordering an InterConnect Tie Pair (ITP) tariff rate element from a tariff or contract instead of an EICT rate element.

There are no ITPs at the DS0/voice level since regeneration is not an issue and there are no opportunities for cost reduction.

The NC and NCI codes at the other end of the PLTS are described in the appropriate technical publications when using the ITP. The NIs (and their respective NCI codes) at the CLEC end of the PLTS are described as follows.

16.6.2 DS1 ITP

The DS1 ITP is available from FCC #5, Section 21 with the DS1 services identified in Table 161. The table also lists the publications describing the services. Other tariffs and catalogs may identify other services and their respective technical publications.

However, these publications do not describe the NI at the CLEC end of the ITP. This NI is described here.

The valid NCI codes for the CLEC's end of the DS1 ITP is 04QB9.11. This code is described in Table 65.

Specifically, the NI does not normally provide DS1 signal levels as specified by GR342CORE (i.e., a templated signal). That is, the 04QB9.11 NI is **not** a 04DS9type of NI. Further information about 04DS9type NCI codes may be found in PUB 77375.

One exception to this would be if the CLEC chooses to use the DS1 ICDF as the NI **and** the ICDF is a DSX1 with a DSX1 templated signal (i.e., the ICDF is also the "DesignTo" Point). If both of these requirements are met, the ITP and EICT are technically identical.

In this application (Figure 161), the last crossconnect in the U S WEST network is a DSX1 crossconnect which has a templated signal. The 04QB9.11 NCI denotes that the templated signal at the DSX1 is attenuated by the length of the cable represented by *ITP* in the figure.

The cable will be shielded, paired cable. Chapter 15 contains further information about regeneration and design issues. The *ITP* will use the type of cable (i.e., 22, 24 or 26gauge shielded cable) that most nearly permits connections to IDE without the need for a regenerator. The CLEC has the responsibility to determine if additional regeneration is required for their IDE to properly operate.

Normally, 22gauge shielded cable is used (see Table 151). While most installations will not require regeneration to reach IDE locations, there may be instances where distances exceed those discussed in Chapter 15.

However, if the CLEC wishes to place a DSX1 between the ITP and their IDE, a regenerator will be required if they wish to achieve a templated signal at their DSX1.

16.6.3 DS3 ITP

The DS3 ITP is available from FCC #5, Section 21 with the DS3 services identified in Table 161. The table also lists the publications describing the services. Other tariffs and catalogs may identify other services and their respective technical publications.

However, these publications do not describe the NI at the CLEC end of the ITP. This NI is described here.

The valid NCI codes for the CLEC's end of the DS3 ITP is 04QB6.33. This code is identified in Table 65.

Specifically, the NI does not normally provide DS3 signal levels as specified by GR342CORE (i.e., a templated signal). That is, the 04QB6.33 NI is **not** a 04DS6type of NI. Further information about 04DS6type of NCI codes may be found in PUB 77324.

One exception to this would be if the CLEC chooses to use the DS3 ICDF as the NI and the ICDF is a DSX3 with a DSX3 templated signal (i.e., the ICDF is also the "DesignTo" Point). If both of these requirements are met, the ITP and EICT are technically identical.

In this application (Figure 161), the last crossconnect in the U S WEST network is a DSX3 crossconnect which has a templated signal. The 04QB6.33 NCI denotes that the templated signal at the DSX3 is attenuated by the length of the cable represented by *ITP* in the figure.

The cables will be coaxial cables. Chapter 15 contains further information about regeneration and design issues. Table 151 mentions two types of coaxial cable. The ITP will use the type that most nearly permits connections to IDE without the need for a regenerator. The CLEC has the responsibility to determine if additional regeneration is required for their IDE to properly operate.

While most installations will not require regeneration to reach IDE locations, there may be instances where distances exceed those discussed in Chapter 15. If the CLEC wishes to place a DSX3 between the ITP and their IDE, a regenerator will be required if they wish to achieve a templated signal at their DSX3.

16.6.4 Optical ITP

There is no Optical ITP tariff rate element for optically-based Finished Services. All charges are included when the fiber ICDF terminations are ordered or are included in the optically -based Finished Services. Some of these services are listed in Table 161.

16.6.5 DS1 and DS3 ITPs Ordered from State Tariffs

Finished Services ordered from state tariffs also use ITPs. Some tariffs may still call them EICTs. The state tariffs do not distinguish the use or lack of regeneration by name like the FCC tariff does.

The DS1 and DS3 ITPs with regeneration are identical to the DS1 and DS3 EICTs as described in Sections 16.5.7 and 16.5.8 respectively.

The DS1 and DS3 ITPs without regeneration are identical to the DS1 and DS3 ITPs as described in Sections 16.6.2 and 16.6.3 respectively.

16.7 EICTs and ITPs Ordered from State Tariffs, Catalogs or Contracts

Some state tariffs or catalogs use EICTs and ITPs in a manner similar to the FCC applications described in previous section. Unless the specific state tariff or catalog describes the EICTs or ITPs differently, the EICTs will be as described in Section 16.5.4 through Section 16.5.9. The ITPs will be as described in Section 16.6. Some descriptions may differ only by name.

These state tariffs or catalogs may involve services not included in the FCC tariff. However, the EICT and ITP descriptions should apply at the appropriate level.

The specific contract should be consulted for further information concerning EICTs and ITPs purchased from a contract.

16.8 Summary of DS1 and DS3 Finished Service NCI Code Usage

Table 16-2 summarizes the available NIs and their NCI codes for DS1 and DS3 EICTs and ITPs used with Finished Services and UNEs at a collocation site. The NCI codes at the other end of the transport service are as described in the appropriate technical publication.

Table 162 Summary of DS1 and DS3 EICT and ITP Network Interfaces

Application Type	With Regeneration	Element Name	NCI Codes	
			DS1	DS3
FCC Finished Service	Yes	EICT	04DS9.xxx *	04DS6.xxx *
	No	ITP	04QB9.11	04QB6.33
State Finished Service	Yes	ITP	04DS9.xxx *	04DS6.xxx *
	No	ITP	04QB9.11	04QB6.33
UNE	Yes	ITP	04QB9.11R	04QB6.33R
	No	ITP	04QB9.11	04QB6.33

* The x's denote positions for several option codes. See the appropriate technical publication for further details.

Exhibit 7

Confidential

(Redacted Version)

ATTACHMENT 2

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
U S WEST COMMUNICATIONS, INC.
IN THE STATE OF ARIZONA
(~~FIRST~~~~SECOND~~~~THIRD~~ REVISED)**

* * *

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 the equivalent for the purpose of interconnecting to each other and to trunks; and

~~4.11.2~~ 4.11.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central 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 U S WEST's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic, while local tandems provide connections for EAS/Local traffic.

* * *

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 U S WEST's then current EAS/local serving areas, and as determined by the Commission.

* * *

4.33 "Local Interconnection Service (LIS) ~~Trunking~~" is a terminating, trunk-side service provided between the Point of Interconnection (POI) of CLEC's network and U S WEST's network for the purpose of completing calls from CLEC's end user customers to U S WEST's end user customers. 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 U S WEST's End Offices or Local Tandem. IntraLATA toll or jointly provided switched access calls are completed with trunking connections to the access tandem.

* * *

~~7.1.2.4 Hub Location. When CLEC locates its switch outside the local calling area, the Hub Location Point of Interface is available to establish CLEC's Point of Interface within the local calling area. The Hub Location Point of Interface, limited to use with Local Interconnection Service, may be established at a U S WEST Central Office at which multiplexing is performed.~~

~~7.1.2.5 The physical arrangement of a POI at a Hub location consists of a DS1 or DS3 Private Line Transport Service facility from CLEC's location (in another U S WEST local calling area) to the U S WEST Hub location, leased from U S WEST, and a Private Line Transport Service multiplexer at the Hub location, leased from U S WEST.~~

7.1.2.4 LIS Inter Local Calling Area (LCA) Facility

7.1.2.4.1 CLEC may request U S WEST-provided facilities to transport Exchange Service (EAS/Local traffic) from a virtual local POI ("Local POI") in a U S WEST local calling area to a POI located in an EAS/local serving area in which the 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 U S WEST-provided facilities interconnecting a U S WEST 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 U S WEST 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 U S WEST 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 U S WEST 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 U S WEST 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 U S WEST to transport U S WEST-originated traffic to

CLEC, in accordance with Section 7.3.2.2. U S WEST 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 U S WEST 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 U S WEST 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 U S WEST and CLEC customers located within the U S WEST 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. U S WEST is not obligated to construct new facilities to provide a LIS InterLCA Facility.

* * *

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation Provisions of this SGAT shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and U S WEST's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other symmetrical rates using U S WEST'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.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (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 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 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-ISP-Internet 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 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, the parties do not waive their position that 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.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic.

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

7.3.2.2.1 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 or DS1 facilities.

7.3.2.1.2 When DTT is provided to a local tandem for Exchange Service (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.

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

7.3.2.2.4 Fixed Charges per DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this SGAT.

7.3.2.3 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (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. ~~PP~~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-ISP-Internet 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, the parties do not waive their position that traffic delivered to Enhanced Service Providers is interstate in nature.

7.3.2.4 Multiplexing options (DS1/DS3 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. U S WEST 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

7.3.4.1 End Office Call Termination

The per minute of use call termination rates as described in Exhibit A of this SGAT will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a U S WEST 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 tandem switch in this SGAT at Section 4.11.2.

7.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation only applies to Exchange Service (EAS/Local) Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to the enhanced service provider (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Exchange Service (EAS/Local) Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Exchange Service (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 U S WEST or CLEC local tandem switch (as defined in this SGAT), 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 provider terminating Party switches the traffic -at both its tandem switch and separate end office switch. However, if CLEC or U S WEST only switches the traffic once and this switch meets the definition of tandem switch in Section 4.11.2, 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.

7.3.4.2.3 When CLEC terminates traffic to a U S WEST remote office, tandem transmission rates will be applied for the mileage between the U S WEST host office and the U S WEST remote office.

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 Arizona State Access Tariff, section 5.2.3, and the Trunk Nonrecurring Charges referenced in this SGAT.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with U S WEST executive approval within the same timeframes as U S WEST provides 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 SGAT.

7.3.6 Exchange Access (IntraLATA Toll) Traffic. Applicable U S WEST Switched Access Tariff rates 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 contained in Exhibit A of this SGAT, apply to the originating CLEC Party.

7.3.7.2 IntraLATA Toll Transit: The applicable U S WEST 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 SGAT 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 their each Party's respective FCC and state access Tariffs.

7.3.8 U S WEST 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 fails to provide CPN (valid originating information) or reasonable alternative (i.e., charge-to-number), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent without CPN (valid originating information) will be handled in the following manner. Transiting 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) and Exchange Access (IntraLATA Toll) traffic delivered to the other party.